

Terms of Service - Patients

MC Patients First Pty Ltd (**MC Patients First**), trading as Sirius Green, is a telehealth consultation service which uses third party platforms to deliver that service to you and allows patients to obtain consultations from a general practitioner, nurse or nurse practitioner.

Medical emergencies: If you require immediate medical attention, contact your usual general practitioner or call 000.

DO NOT USE our service if you have or think you may have an emergency or critical condition or symptom, including, but in no way limited to:

- an acute or crisis episode or acute care requirement
- severe chest pain
- heart attack
- stroke
- loss of consciousness
- severe bleeding
- breathing difficulty

We do not have hospital admission rights and our service is not monitored on a continual basis.

If you are in doubt about the seriousness of your condition, the appropriateness or effectiveness of using it, or if you believe that you, or anyone is in an urgent, dangerous or emergency situation, you should not use this service and instead contact 000 immediately or seek alternative and appropriate medical services.

Users agree that any information, insights or guidance contained on MC Patients First's website (**Site**), whether or not it is published by MC Patients First, is not an attempt by MC Patients First to practice medicine or provide medical advice. It is not to be used or relied on for any diagnostic or treatment purposes.

The platform provides a service whereby Patients can access our services and Practitioners can deliver those services in confidential consultations and assessments mostly by telephone. We provide the services to users, to assist Patients and Practitioners to form relationships for the supply of our services as well as processing payments between Patients and Practitioners (together, the **MC Patients First Service**).

You acknowledge that, for the purpose of maximising your care, we may share your personal information with third-party providers, such as Honahlee Pty Ltd, to facilitate the ordering and delivery of your prescription medication, to provide you with detailed technical information about the medication prescribed by your practitioner and other similar medications, and to provide other services directly related to your care. These providers are subject to the terms of our privacy policy.

The MC Patients First Service allows patients (**Patients**) and medical practitioners (**Practitioners**) to connect through a telehealth service via a third party telehealth platform (**Platform**). The MC Patients First Service is available at <https://siriusgreen.com.au>.

In these Terms, **you** means (as applicable) the person registered with us as either a Patient for the purposes of accessing or using our Services via the Platform.

Acceptance

You accept these Terms by adding your signature to the section of the MC Patients First (Sirius Green) intake form after registering with the MC Patients First Services or using the MC Patients First Services or by attending an appointment with a practitioner that you've booked through MC Patients First Pty Ltd.

If you are under 18 years old, you represent and warrant that you have permission from your parent or legal guardian to access and use the MC Patients First Services, and they have accepted these Terms on your behalf. If you are a parent or legal guardian allowing a minor to access and/or use the MC Patients First Services, you agree to: (1) supervise the minor's use of the MC Patients First Services; (2) assume all risks associated with, and liabilities resulting from, the minor's use of the MC Patients First Services; (3) ensure that the content on the Site is suitable for the minor; (4) ensure all information submitted to us by the minor is accurate and (5) provide the consents, representations and warranties contained in these Terms on the minor's behalf.

We may amend these Terms at any time, by providing written notice to you. By clicking "I accept", adding your signature, or continuing to use the MC Patients First Services after the notice or 30 days after notification (whichever date is earlier), you agree to the amended terms. If you do not agree to the amendment, you may terminate these Terms by emailing us at hello@siriusgreen.com.au and we will cease providing the Services to you. To delete your account with any third party Platform provider, including Halaxy and honahlee (Scripts and Catalyst), you will need to contact that third party Platform provider.

Platform summary and important terms

No MC Patients First Services are recorded (either audio, video or both) and you are not permitted to record the MC Patients First Services.

You understand and agree that we only make available the Platform and the MC Patients First Services. We are not party to any agreement entered into between a Patient and Practitioner and we have no control over the conduct of Practitioners, Patients or any other users of the MC Patients First Services or Platform.

A Patient wanting to acquire MC Patients First Services must create an account on the third-party Platform (**Account**).

Any information provided to MC Patients First will be treated in accordance with MC Patients First's Privacy Policy.

A Patient may request MC Patients First Services by sending a request through the Platform to consult with a particular Practitioner. A Patient may also choose to receive MC Patients First Services from the first available Practitioner (**Medical Services Request**). The Practitioner may accept the Patient's Medical Services Request and provide MC Patients First Services to that Patient. A Patient may be required to obtain and upload a referral from a General Practitioner or equivalent to obtain MC Patients First Services via the Platform before being allocated a consultation or attending a consultation via the Platform.

By accepting a Medical Services Request, the Patient confirms that it is legally entitled to and capable of receiving the medical services described in the Medical Services Request.

Once a Patient is connected with a Practitioner, they can conduct a consultation via the Platform or alternatively, a Patient may also contact the Practitioner using the contact details supplied by that Practitioner on the Platform to arrange for the MC Patients First Services to be provided by another means if they cannot be provided on the Platform (**Consultation**).

Patients understand and agree that the Platform is an online telehealth platform only which we use to facilitate the MC Patients First Services only, and that MC Patients First is not responsible for facilitating the user functionality and availability of the Platform. MC Patients First is not an employment agency or labour hire business and Practitioners are not MC Patients First's employees, contractors, partners or agents. MC Patients First and its Personnel are not doctors, nor does MC Patients First provide medical advice.

MC Patients First is not a party to any agreement entered into between a Practitioner and a Patient and MC Patients First is not a party to the arrangements created when you create an Account on the Platform. MC Patients First has no control over the conduct of the third party Platform, Practitioners or the service that they provide, Patients and any other users of the Platform or MC Patients First Services.

MC Patients First accepts no liability for the performance of the services offered by Practitioners, a Patient's ability to describe the services required or the description of the services offered. MC Patients First does not assist or involve itself in any way in any dispute between a Patient and a Practitioner. Any disputes should be referred to the Australian Health Practitioner Regulation Agency, using their 'make a complaint' service.

Account

You must register on the Platform and create an account (**Account**) to access the Platform's features. You can read more about the Platform here:

- <https://support.halaxy.com/hc/en-au/articles/1500000076901>

You may only have one Account as a Patient on the Platform for the purposes of receiving MC Patients First Services.

You must register for an Account on the Platform and we will send you a new patient registration form or intake form to complete (**New Patient Form**). Whilst completing the New Patient Form is not mandatory (other than providing information which is mandatory as specified in the New Patient Form), incomplete information may result in your Practitioner not being able to deliver the MC Patients First Services to you.

Once you have registered an Account, your Account information will be used to create a profile which you may then curate.

You agree to provide accurate, current and complete information during the registration process on the Platform and regularly update such information to keep it accurate, current and complete.

Your Account is personal and you must not transfer it to others, except with our written permission.

You are responsible for keeping your Account details and password confidential and you will be liable for all activity on your Account. You agree to immediately notify us of any unauthorised use of your Account.

The Platform may refuse to provide you with an Account, and you should contact the Platform if you are refused an Account.

We may make access to and use of certain parts of the Platform in relation to your Account subject to conditions or requirements of the Platform.

Communication

We may contact you via the Platform using in-Account notifications, or via off-Platform communication channels, but not limited to text message or email.

Patients and Practitioners can communicate privately using our private consultation platform. Patients and Practitioners must not use the contact details to organise the provision of the medical services off the Platform.

Payment

As a Patient, you agree to pay the relevant fees set out on the Website (**Medical Services Fees**) at the time such Medical Services Fees are due and payable as set out on the Site.

We may provide a number of payment methods on the Platform for our MC Patients First Services, including our third party payment processor (such as Stripe or Paypal). The payment method you choose may be subject to additional terms and conditions imposed by the applicable third party payment processor. By making payment through a third party payment processor, you accept the applicable terms and conditions. Practitioners may also make Medicare claims for MC Patients First Services provided via the Platform.

In the absence of fraud or mistake, all payments made are final. If you make a payment by debit card or credit card, you warrant that the information you provide to us is true and complete, that you are authorised to use the debit card or credit card to make the payment, that your payment will be honoured by your card issuer, and that you will maintain sufficient funds in your account to cover the payment.

If any payment has not been made in accordance with this clause, we may (at our absolute discretion): (1) immediately cease providing the MC Patients First Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so; and/or (2) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 8% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with this clause.

Medicare claims

If a Practitioner provides MC Patients First Services to you through the Platform and determines that you are entitled to claim a Medicare benefit in respect of those services, then (provided that the Patient has provided their relevant Medicare card details) you agree to irrevocably assign those Medicare benefits to the Practitioner and consent to the Practitioner claiming those Medicare benefits directly from Medicare on your behalf.

MC Patients First is not responsible for confirming your eligibility for a Medicare rebate. You should confirm if your Medical Services are covered by Medicare or private health insurance.

Refunds and Cancellation Policy

The cancellation or refund of any services ordered on this Platform is strictly a matter between the relevant Patient and Practitioner. Each Practitioner has his or her own cancellation terms and it is not uncommon for the Patient to have to pay a fee for cancelling a MC Patients First Service. The terms

and conditions agreed to between the Practitioner and the Patient must be set out when the Patient engages the Practitioner via the Platform.

Records

Your medical records remain the property of the Practitioner that provided the MC Patients First Services (**Records**). You may request access to your Records for the purposes of transferring them to another practitioner in accordance with the process set out on the Website. You may be required to pay an administration fee to cover the genuine expense associated with your request.

Identify verification

If we choose to conduct identity verification or background checks on a Practitioner, to the extent permitted by law, we disclaim all warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Practitioner or guarantee that a Practitioner will not engage in misconduct in the future. Any verification of Practitioners on the Platform is not an endorsement or recommendation that the Practitioner is trustworthy or suitable. You should do your own due diligence before using a Practitioner's services.

Reviews

Patients may review their experience with the Practitioner, including the MC Patients First Services on other third party websites (such as Trust Pilot or Google Reviews) (**Review**).

You agree to provide true, fair and accurate information in your Review. If we consider that the Review is untrue, unfair, inaccurate, offensive or inappropriate, we may request that the third party controlling the Review, delete the Review. To the maximum extent permitted by law, we are not responsible for the content of any Reviews.

You can write a Review about a Practitioner if you have had an experience with that Practitioner, which means that: (1) you have engaged the Practitioner through the Platform; or (2) you can otherwise document your interaction with the Practitioner in relation to the Platform, including via correspondence (collectively referred to as a **Patient Experience**).

You may not write a Review about a Practitioner you are or at any time have been directly or indirectly associated with, related to or employed by. Similarly, you may not write a Review about a direct competitor to the Practitioner you are associated with, related to or employed by.

Your Patient Experience must have occurred in the 12 months prior to you writing a Review.

You may only write about your own Patient Experience. You are not permitted to write a Review about somebody else's Patient Experience, such as that of a family member or friend.

You are encouraged to be specific and factual in your Reviews. If you have been offered an incentive by a Practitioner to write a Review, you should include information about this in your Review. Incentives include the Practitioner offering you a gift, reward, discount or advantage for writing a Review about the Practitioner on the Platform.

Warranties

You represent, warrant and agree that:

1. you will not use the MC Patients First Services in any way that competes with our business;

2. there are no legal restrictions preventing you from entering into these Terms;
3. all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
4. you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes) unless expressly stipulated in these Terms;
5. you will be responsible for the use of any part of the Platform, and you must ensure that no person uses any part of the Platform: (1) to break any law or infringe any person's rights (including Intellectual Property Rights) (2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or (3) in any way that damages, interferes with or interrupts the supply of the Platform.

Australian Consumer Law

Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).

If the ACL applies to you as a consumer, nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.

Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

As a Patient, the goods and services provided by a Practitioner may also confer on your certain rights under the ACL.

This clause will survive the termination or expiry of these Terms.

Exclusions to liability

Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:

1. your or your personnel's acts or omissions;
2. any use or application of the MC Patients First Services by a person or entity other than you, or other than as reasonably contemplated by these Terms;
3. any aspect of the Patient and Practitioner interaction including the medical services offered by the Practitioner, the description of the medical services requested or offered, any advice or consultation provided, the performance of medical services or supply and delivery of goods by the Practitioner;
4. any works, services, goods, materials or items which do not form part of the MC Patients First Services (as expressed in these Terms), or which have not been provided by us;

5. any third parties or any goods and services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Platform may be contingent on, or impacted by;
6. the MC Patients First Services being unavailable, or any delay in us providing the MC Patients First Services to you, for whatever reason; and/or
7. any event outside of our reasonable control.

This clause will survive the termination or expiry of these Terms.

Limitations on liability

Despite anything to the contrary, to the maximum extent permitted by law:

1. we will not be liable for Consequential Loss;
2. our liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of you (or any of your personnel); and
3. our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the MC Patients First Services to you or, in our sole discretion, to us repaying you the amount of the Service Fees paid by you to us in respect of the supply of the MC Patients First Services to which the Liability relates, or where there are no Service Fees paid, \$100.

This clause will survive the termination or expiry of these Terms.

Termination

Your Account and these Terms may be terminated by you at any time, by emailing hello@siriusgreen.com.au and asking us to delete your account.

We may terminate these Terms at any time by giving 30 days' written notice to you (**Termination for Convenience**).

We may suspend your Account via the Platform or terminate these Terms immediately upon written notice to you, if:

1. you (or any of your personnel) breach any provision of these Terms and that breach has not been remedied within 10 business days of being notified by us;
2. there is any reason outside our control which has the effect of compromising our ability to provide the MC Patients First Services; or
3. you are unable to pay your debts as they fall due.

These Terms will terminate immediately upon written notice by you, if we:

1. are in breach of a material term of these Terms, and that breach has not been remedied within 10 business days of being notified by you; or
2. are unable to pay our debts as they fall due.

Upon expiry or termination of these Terms:

1. we will immediately cease providing the MC Patients First Services;
2. you agree that any payments made by you to us are not refundable to you;
3. where you are a Patient, you will lose any Medical Services Fees and other amounts paid; and
4. where we terminate the Terms because of an act or omission by you, you also agree to pay us our additional costs arising from, or in connection with, such termination.

Termination of these Terms will not affect any rights or liabilities that a party has accrued under it.

This clause will survive the termination or expiry of these Terms.

General

Assignment: The rights under these Terms are personal in nature and not capable of assignment by you.

Disputes: In relation to a dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) between a Patient and us, or a Practitioner and us, a Party may not commence court proceedings relating to a Dispute without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of Australian Capital Territory to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

Email and text message: You agree that we are able to send electronic mail and text messages to you and receive electronic mail and text messages from you. You release us from any liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

Force Majeure: We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control.

Governing law: These Terms governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

Notices: Any notice given under these Terms must be in writing addressed to us at the address at the end of these Terms or to you at the address in your Account. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 4 business days in the case of post, or at the time of transmission in the case of transmission by email.

Relationship of Parties: These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Definitions

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Intellectual Property means any domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

For any questions or notices, please contact us at:

MC PATIENTS FIRST trading as Sirius Green

Email: hello@siriusgreen.com.au

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