

Terms of Service - Patient

Last updated 11 January 2019



Hi there, we're HotDoc and these are our Terms of Service. They form a contract between you and us, so please read them carefully before using our website, app or online booking functionalities. Because we actually want you to read these Terms, we've included some explanations in green (like this one). While we hope they will help you to identify some key points, they don't technically form part of the Terms – so please don't rely on them instead of reading the Terms in full. Feel free to contact us if you have any questions or feedback about these Terms.

1. Background

- 1.1 HotDoc Online Pty Ltd ABN 84 159 662 558 (**We, Our or Us**) provides the HotDoc online platform that enables Patient Users to book medical appointments and use other related functionalities (the **Platform**).
- 1.2 In these Terms, a reference to You or Your is a reference to a Patient User of the Platform. Other capitalised words are defined at the end of these Terms.
- 1.3 These Terms set out the basis on which We permit You to access the Platform. By accessing and using the Platform, You agree to be bound by these Terms and Our Privacy Policy located at <http://www.hotdoc.com.au/privacy-policy> (**Privacy Policy**), as amended from time to time.
- 1.4 We may amend these Terms at any time by publishing the amended version on Our website or by otherwise providing notice to You, such as by email or notification in the Platform. Any such amended version will apply to Your use of the Platform from the date of its publication or Our notice to You.

We're always striving to improve the platform. Because we want these Terms to stay relevant, we might need to update or change them every now and then. We'll publish any updated versions on our website and let you know if there are significant changes you'd probably want to know about.

2. Your access to the platform

- 2.1 We grant You access to the Platform on the basis that You:
 - (a) will comply with these Terms at all times; and
 - (b) will comply with any reasonable request by Us in relation to Your use and access of the Platform.
- 2.2 By accepting these Terms, we grant You a limited, non-exclusive and revocable licence to access and use the Platform. We may issue this licence to You on any further terms or limitations as determined by Us.

3. Account registration

- 3.1 In order to access the Platform, You must register an Account. We may set registration requirements in Our discretion, including those contained in clause 3.2.
- 3.2 You agree and accept that:

- (a) as a Patient User, You must verify Your identity by supplying at least three forms of unique identification in order to use the Platform, including but not limited to a current mobile telephone number that we can reach You on, Your surname and Your date of birth. If You do not provide Us with this information, We are unable to provide You with access to the Platform;
- (b) You are responsible for correctly setting up Your Account, and for any information that You (or any third party authorised by You) enter into the Platform;
- (c) You are not permitted to access or Use the Platform if You are under the age of 16;
- (d) in order to protect Your Personal Information and Health Information, We may restrict access to Your Account until Your identity can be verified, including where You fail to supply the correct verification information for Your Account; and
- (e) any person who registers or uses a Patient User's Account in the Platform other than the Patient User themselves warrants that they are an authorised representative of that Patient User, or their parent or their legal guardian, and have the requisite authority to bind the Patient User to these Terms.

To use our platform, and protect your information, you'll need to register an account (which is easy to do) and verify that you are actually you. Also, you have to be at least 16 years old to create your own account (sorry kids!), and can only create or use an account for someone else if you have their consent or the authority to do so.

4. Acceptable use and your obligations

- 4.1 In accessing or using the Platform, You must ensure that You do not:
- (a) breach any laws, or encourage or assist the commission of any illegal act;
 - (b) infringe any person's rights, including intellectual property and proprietary rights, rights of confidentiality or contractual rights;
 - (c) include any material that contains any virus or harmful code, or program that is designed to impair the performance of the Platform or any device accessing the Platform;
 - (d) impersonate any other person;
 - (e) negatively impact any other Patient User's ability to access and use the Platform;
 - (f) publish or link to malicious content;
 - (g) vexatiously or frivolously use the Platform;
 - (h) make a Booking via the Platform, and fail to take all reasonable steps to either attend that Booking or provide reasonable notice of any cancellation; or
 - (i) engage in conduct that is unlawful, defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person, or which is reasonably likely to damage Our reputation or Our services.

We really love our platform, and we want to protect it and our users. Don't do any of the stuff described above, or it might just break our hearts (and get you into legal strife).

5. Availability of the platform

- 5.1 While we take all reasonable steps to limit any interruptions to Your access to the Platform, You acknowledge and agree that:
- (a) Your access to the Platform may be prevented by issues outside of Our control;
 - (b) We do not promise continuous or error-free access to the Platform;
 - (c) the functionality of the Platform may change or be improved from time to time; and
 - (d) You are able to prepare for, or manage, unscheduled unavailability of the Platform by:
 - (i) keeping Your mobile app up to date, which will store local copies of the data stored within the Platform;
 - (ii) printing hard copies of the information stored within the Platform; or
 - (iii) contacting Your Practitioner directly.

We work hard to keep the platform functioning, and we think we're pretty good at this. But, as with all techy stuff, technical issues can happen. If you're worried about this, you can handle unscheduled interruptions by keeping your app updated, or doing some old-fashioned things like printing relevant information or calling your doctor direct.

6. Third party information

- 6.1 You acknowledge and agree that:
- (a) the Platform provides links to third party websites;
 - (b) We are not responsible or liable in any way for any information contained on any linked third party website, including medical or clinical information; and
 - (c) We provide and operate the Platform only, and are not responsible for, or liable with respect to, the accuracy or completeness of any information or data which is provided or communicated to You via the Platform by Your Medical Practice or Practitioner, or any other user of the Platform.

7. Data

- 7.1 We take the security of the Platform and the privacy of Patient Users very seriously. You agree that:
- (a) You will not do anything to prejudice the security or privacy of Our systems or of the information on Our systems;
 - (b) You are solely responsible for the security of Your login details for accessing the Platform; and
 - (c) You will notify Us immediately if You become aware of any unauthorised access to the Platform.

Keep your login details safe, and report any security issues or concerns to us. And (this is important), make sure you do the right thing in terms of keeping the platform secure.

- 7.2 We will do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards, however You accept that the internet is not a fully secure environment and We cannot accept responsibility for misuse or loss of, or unauthorised access to or disclosure of, information where the security of the information is not within our control. If You provide Us with information via the internet, You do so accepting this risk.

Like most ways of sending messages, the internet is not without risk. It's important for you to be aware of this, and to understand that some risks (like hacking) can be outside of our control.

- 7.3 We may limit the amount of data that You can store in the Platform, and will advise You of such limitation. Data that is stored with Us will be stored according to accepted industry standards.
- 7.4 We will perform backups of the Platform in a reasonable manner at such times and intervals as are reasonable for Our business purposes. We do not warrant that We are able to backup or recover specific Patient User content from any period of time, unless so stated in writing by Us.

8. Privacy

- 8.1 By using the Platform, You acknowledge and agree that:
- (a) We will collect any Personal Information (including any Health Information) You provide to Us or Your Medical Practice or Practitioner via the Platform, and We will manage and deal with this Personal Information in accordance with Our Privacy Policy;
 - (b) We may share Your Personal Information or Health Information with any Medical Practice or Practitioner authorised by You, or with whom You request a Booking, or otherwise communicate, with via the Platform;
 - (c) the Medical Practice You request a Booking with, or otherwise communicate to, via the Platform may have its own policy governing access to this information - Our Privacy Policy does not govern, and we make no representations in relation to, how Your Medical Practice or Practitioner handles Your Personal Information, and You should direct any such enquiries to them directly;
 - (d) any consent given by You through the Platform is valid and binding unless and until revoked by You, and a Medical Practice or Practitioner may rely on a consent given through the Platform without any need to further verify that consent;
 - (e) We may send You emails, text messages, push notifications and other alerts on behalf of Us or Your Medical Practices and their Practitioners, for purposes such as confirming your Booking, providing clinical or appointment reminders, facilitating patient surveys and providing You with Your password to access the Platform; and
 - (f) We may also collect browsing information about You from Your use of Our website, which uses cookies (a small tracking code in Your browser) to improve Your experience while browsing. You may manage how You handle cookies in Your browser settings.
- 8.2 If, at any time, You provide or upload Personal Information or other information about someone other than Yourself to the Platform, You warrant that You have that person's consent to You providing such information (including their Personal Information) to Us for the purpose specified.

- 8.3 If You provide anyone else access to the Platform (including providing anyone else with Your login details to the Platform), then You consent to that person accessing the Platform on Your behalf, including accessing Your Personal Information.
- 8.4 If You suspect any misuse or loss of, or unauthorised access to or disclosure of, Personal Information in connection with the Platform, You must let us know immediately.

Eyes starting to glaze over? Maybe it's time to grab a coffee (or a healthier equivalent!), because the above section is really, really important. It explains that we need to collect and handle your personal and health information (and disclose it to your GP), and some other things you need to know or do so that everyone is on the same page on the important topic of privacy. While we're at it, you should also read our privacy policy [here](#).

9. Suspension or termination of access

- 9.1 We may, in Our sole discretion:
- (a) revoke, suspend or end Your licence and access to use the Platform; and
 - (b) cancel or otherwise terminate Your Account with immediate effect.
- 9.2 We will ordinarily advise a User of any suspension, revocation or termination, however We are under no obligation to do so.
- 9.3 If Your Account is cancelled or We otherwise permanently end Your access to the Platform, information We have collected about You may be either:
- (a) permanently deleted or de-identified; or
 - (b) retained in accordance with any applicable regulatory requirements.
- 9.4 Termination or expiration of Your licence or access to use the Platform will not affect any accrued rights, indemnities, or any other provision of these Terms which are intended by their nature to survive termination or expiration.

It might seem harsh, but we can suspend or cancel your access to or account for the platform at any time. We really hope we won't need to (but our lawyers say we need to keep our options open... just in case).

10. Intellectual property

- 10.1 We (or Our licensors) retain ownership of all intellectual property rights in and to the Platform, including messages and content We make available to You.
- 10.2 Nothing in these Terms transfers any intellectual property or proprietary rights in the Platform. Except as permitted by these Terms or under the Copyright Act 1968 (Cth), You must not:
- (a) copy, upload, transmit, reproduce, distribute or in any way exploit or commercialise any services, content, technology or intellectual property rights obtained through Your use of the Platform;
 - (b) reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble, disable or tamper with any part of the software forming part of the Platform; or

(c) rent, lease, lend, resell or sub-licence Your rights to use and access the Platform.

10.3 You grant Us a royalty-free, sub-licensable, transferable, irrevocable, worldwide and perpetual licence to use, reproduce, adapt and display any contributions You make to the Platform in connection with its operation by Us, including without limitation insights, ideas, feature requests, suggestions or other information provided by You with respect to the Platform.

We'll let you access and use it for free, and we welcome your contributions, but the platform (including any developments) is our property and you mustn't copy, reproduce or exploit it – the content is very important to us and we can't let you or anyone else steal it!

11. Liability and indemnity

11.1 To the extent permitted by law, You acknowledge and agree that:

- (a) Your use of the Platform is at Your own risk;
- (b) You are solely responsible for Your use of the Platform and for the accuracy and suitability of any information or data that You upload to, or obtain from, the Platform;
- (c) We make no representation or warranty that an appointment time is actually available or that a Medical Practice will confirm a Booking request. It is Your responsibility to contact the Medical Practice if the Medical Practice experiences any issues with Your Booking request, Booking, Reminder or Recall made via the Platform, including any delay;
- (d) the Platform is not designed for, and must not be relied upon in relation to, any critical, emergency or acute care medical circumstances.
- (e) the Platform does not provide medical advice, nor does it hold itself out to provide medical advice;
- (f) We provide and operate the Platform only, and are not responsible or liable for the conduct or activities of other third parties, including any Medical Practice or Practitioner; and
- (g) under no circumstance will We be liable for:
 - (i) any illness, injury, or death resulting from use of the Platform; or
 - (ii) any other any direct or indirect, incidental or consequential damages, loss or corruption of data, or any other similar or analogous loss resulting from Your access to, use of, or inability to use the Platform or any content, whether based on warranty, contract, tort, negligence, in equity or any other course of action, and whether or not We knew or should have known of the possibility of such loss.

11.2 You agree to indemnify Us for any loss, damage or claim (including the loss or corruption of data, goodwill, bargain, opportunity or of anticipated savings) that We may suffer or incur as a result of any breach by You of these Terms.

11.3 Certain rights and remedies may be available under the Competition and Consumer Act 2010 (Cth) or similar legislation of other States or Territories, and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, We together with Our related entities exclude all conditions and warranties that may be implied by law.

While our platform is pretty great, nothing is perfect. Our lawyers tell us it is a good idea to include the above to ensure we're not responsible for actions we can't control or if something goes wrong (such as an inability to book the appointment you need, or a technical error). Also, remember how we mentioned the possibility of legal strife earlier? If you breach these Terms, it could cause us significant damage and you'll be responsible for any mess this makes for us (including financial ones!).

12. General

- 12.1 You acknowledge that You have not relied on any representation, warranty or statement made by Us, other than as set out in these Terms or Our Privacy Policy.
- 12.2 No clause of these Terms will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- 12.3 The laws of the state of Victoria, Australia govern these Terms, and You agree to the non-exclusive jurisdiction of courts in the State of Victoria, Australia for any disputes which might arise.
- 12.4 Any clause which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms.
- 12.5 You may not assign or otherwise create an interest in Your agreement with Us without Our prior written consent. We may assign or otherwise create an interest in Our agreement with You under these Terms by written notice to You.

13. Interpretation

- 13.1 The following terms are used regularly throughout these Terms and have a particular meaning:
 - (a) **Account** means a registered Patient User's account on the Platform.
 - (b) **Booking** means an appointment with a Practitioner that is made using the Platform.
 - (c) **Health Information** has the same meaning as in the Privacy Act.
 - (d) **Medical Practice** means a medical practice, healthcare practice or other organised or incorporated body that provides healthcare services by appointment with medical practitioners or other health professionals, and includes a Practitioner or other staff members where implied by context.
 - (e) **Patient User** means a person who accesses or uses the Platform as a patient or consumer of health services, such as to request a Booking or supply information to a Medical Practice.
 - (f) **Personal Information** has the meaning given to that term by the Privacy Act.
 - (g) **Practitioner** means a medical practitioner, health professional or other individual with whom appointments may be made and managed via the Platform.
 - (h) **Privacy Act** means the Privacy Act 1988 (Cth).
 - (i) **Recall** means a clinical reminder sent to a Patient User via the Recall Module.
 - (j) **Reminder** means an upcoming appointment reminder sent to a Patient User via the Reminder Module.

(k) **Terms** means these Terms of Service.

13.2 The following rules apply unless the context requires otherwise:

- (a) headings and explanations are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and the opposite also applies;
- (c) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a clause or item refers to clauses and items in these Terms including the Schedules;
- (e) a reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (f) mentioning anything after includes, including, or similar expressions, does not limit anything else that might be included;
- (g) a reference to a party to these Terms or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives); and
- (h) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

The above sections explain what the capitalised terms we use throughout these Terms mean, and also has some general rules about how this contract should be read. Phew! You made it. Now let's get on with connecting you with your doctor!