

## WEBSITE TERMS AND CONDITIONS

For

**Geelong Orthopaedics Pty Ltd**

(ACN 084 962 292)

The purpose of the **Website Terms of Use & Privacy Policy** documents (constituting these Terms and Conditions) is to provide Geelong Orthopaedics Pty Ltd (**Geelong Orthopaedics**) with user agreements for use with its company website. The Website Terms of Use is intended to be used in conjunction with the Geelong Orthopaedics **Privacy Policy**.

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## Website Terms of Use

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### 1. Introduction

- 1.1 This website (<http://www.geelongorthopaedics.com>) (**the Geelong Orthopaedics Website**) and the services made available to you through it (**the Geelong Orthopaedics Services**), are provided by Geelong Orthopaedics Pty Ltd (ACN 084 962 292), a proprietary limited corporation domiciled in the state of Victoria, Australia.
- 1.2 By accessing or using the Geelong Orthopaedics Website or any of the Geelong Orthopaedics Services, you signify that you have read and agree to be bound by our **Terms and Conditions**, incorporating:
  - (a) these Website Terms of Use;
  - (b) the **Geelong Orthopaedics Privacy Policy**, found at [geelongorthopaedics.com/appointments](http://geelongorthopaedics.com/appointments)
- 1.3 We may revise any part or all of our Terms and Conditions at any time without notifying you first, but we will post the revised Terms and Conditions to the Geelong Orthopaedics Website. You should therefore check back and review our Terms and Conditions regularly to ensure that you still agree to be bound by them. Your continued access and use of the Geelong Orthopaedics Website or any of the Geelong Orthopaedics Services will otherwise be taken as your agreement to be bound by our Terms and Conditions as modified from time to time.
- 1.4 You may contact us with any questions or concerns you may have with our Terms and Conditions or any changes made to them. Our contact details are set out in the General section of these Website Terms of Use.
- 1.5 If you do not agree with our Terms and Conditions, you must not continue to access or use the Geelong Orthopaedics Website or any of the Geelong Orthopaedics Services.
- 1.6 Our Terms and Conditions were last updated on Tuesday, 16 June 2020.

### 2. Definitions

- 2.1 The following definitions apply throughout all our Terms and Conditions documents unless we say otherwise:

**Material** includes video, film, text, graphics, images, photos, sound recordings, music, software or other multimedia or interactive components and other related material found on the Geelong Orthopaedics Website.

**Platform** means any application built to function through Internet communication protocols, including bulletin boards, the World Wide Web, Internet blogs, forums, and social media networks, or any such Platforms developed in the future.

**Promotions** means functions, events, offers, competitions or other activities that are conducted outside the Geelong Orthopaedics Website by others but which are promoted, advertised, or sponsored by us.

### 3. What you can do through the Geelong Orthopaedics Website

- 3.1 Through the Geelong Orthopaedics Website, you can:
  - (a) access, view, download, link, embed, and/or share Material found on the Geelong Orthopaedics Website for your own private and domestic (that is, non-commercial) use and as permitted by our Terms and Conditions.

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- (b) browse the Geelong Orthopaedics Website for general information concerning us, the Geelong Orthopaedics Services, or any other products and/or services that we may now or in the future provide. Please note, however, that all information on the Geelong Orthopaedics Website (including any medical information) is provided for general informative purposes only and does not constitute in any way, specific advice (including medical advice or medical treatment advice) about your circumstances or requirements; and
- (c) enquire about our products and/or services through the "Contact" facility on the Geelong Orthopaedics Website.

### 4. What you cannot do

4.1 You must not do, or attempt to do, or assist anyone to do or attempt to do any of the following:

- (a) access, view, download, link, embed, or share Material unless through the functionality provided through the Geelong Orthopaedics Website or any Geelong Orthopaedics Services designed for those purposes;
- (b) change, modify, add to, remove, deface, hack, reverse-engineer, tunnel into, circumvent, disable, or otherwise interfere with the operation of, the Geelong Orthopaedics Website or the Geelong Orthopaedics Services or any aspect of them;
- (c) use any data mining tools, robots, web crawlers or any other similar data gathering and extraction devices or applications on or in relation to the Geelong Orthopaedics Website, the Geelong Orthopaedics Services or any Material;
- (d) remove any notices or markings applied or attached to, or contained on or in the Geelong Orthopaedics Website, any Geelong Orthopaedics Services or any Material;
- (e) use any automated system to access the Geelong Orthopaedics Website, any Geelong Orthopaedics Services, or any Material, in a way that sends requests to our servers more frequently than any reasonable person could produce using a conventional web browser; or
- (f) modify, build on, block or interfere with any portion or function of any Geelong Orthopaedics Services designed to allow access to, or functions for viewing, downloading and/or sharing of Material.

4.2 You must not use, or authorise others to use, the Geelong Orthopaedics Website, the Geelong Orthopaedics Services or any Material:

- (a) if using them or authorising their use will cause you or the persons authorised by you to breach any laws or regulations applying to you;
- (b) to transmit (or authorise the transmission of) "junk mail," "chain letters," unsolicited e-mails, instant messaging, "spimming," or "spamming";
- (c) to harvest information about others that can be used to identify them personally;
- (d) to impersonate any person or entity;
- (e) to solicit money, passwords or personal information from any person;
- (f) to harm, abuse, harass, stalk, threaten or otherwise offend others;
- (g) to infringe the intellectual property rights or other rights of any person; or
- (h) for any unlawful purpose.

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- 4.3 Except with our (and our licensors', as the case may be) prior written approval and consent, you must not, and must not authorise others to:
- (a) copy, reproduce, make available online, transmit, publish, adapt, distribute, broadcast, display, sell, license, publicly display, download, print, store, "frame", edit, alter, modify or otherwise exploit the Geelong Orthopaedics Website, the Geelong Orthopaedics Services, or any Material for any purposes other than those permitted under our Terms and Conditions;
  - (b) sell access to the Geelong Orthopaedics Website, the Geelong Orthopaedics Services, or any Material;
  - (c) sell or promote any advertising, sponsorships or promotions opportunities within the Geelong Orthopaedics Website, the Geelong Orthopaedics Services, or any Material;
  - (d) sell or promote any advertising, sponsorships or promotions opportunities on any other website or Platform containing Material, except where that other website or Platform contains material not obtained from the Geelong Orthopaedics Website and such material is of sufficient value to be considered as the basis for the sale of any advertising, sponsorships or promotions on that other website or Platform;
  - (e) use the Geelong Orthopaedics Website, the Geelong Orthopaedics Services, or any Material to establish, maintain or provide your own publications, website or other online service, or assist someone else to do any of those things;
  - (f) modify or copy the layout of the Geelong Orthopaedics Website or Geelong Orthopaedics Services;
  - (g) use, as meta tags or other "hidden text", any aspect of the Geelong Orthopaedics Website or Geelong Orthopaedics Services; or
  - (h) access, reproduce, store, distribute, adapt, alter or modify any software or code contained in or constituting the Geelong Orthopaedics Website, the Geelong Orthopaedics Services or any Material.

## 5. Intellectual Property Rights

- 5.1 All aspects of the Geelong Orthopaedics Website, the Geelong Orthopaedics Services and all Material, including all text, editorial materials, information, photographs, artwork, graphics, logos, icons, images, illustrations, designs, plans, videos, animations, films and trade marks featured on or applied to the Geelong Orthopaedics Website, the Geelong Orthopaedics Services and any Material is or may be:
- (a) protected by international intellectual property laws relating to copyright, trade marks, designs, patents and other related intellectual property rights; and
  - (b) our property or the property of our licensors and used by us under licence from them.
- 5.2 In particular the trading name "Geelong Orthopaedics" is a trade mark of Geelong Orthopaedics Pty Ltd and its corresponding use in its domain name [www.geelongorthopaedics.com](http://www.geelongorthopaedics.com) is use of that trade mark.
- 5.3 Your use of the Geelong Orthopaedics Website, the Geelong Orthopaedics Services and any Material does not grant you any rights in respect of those things or any implied license for any purpose other than that specified under our Terms and Conditions. In particular, no express or implied right is granted for you to sell, license, transmit, exploit, use for the purposes of trade, reproduce or communicate to the public any aspect of the Geelong

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Orthopaedics Website, the Geelong Orthopaedics Services or any Material to any other person without obtaining our (or our licensors') prior written permission to do so. We and our licensors reserve all rights not expressly granted to you in our Terms and Conditions in respect of the Geelong Orthopaedics Website, the Geelong Orthopaedics Services and any Material.

- 5.4 Nothing in these Website Terms of Use constitutes a transfer of any intellectual property rights to you.

## 6. Advertising and Promotion

- 6.1 From time to time the Geelong Orthopaedics Website, the Geelong Orthopaedics Services, or certain aspects of them may contain:

- (a) links to websites or services that are operated by others (**Linked Websites**) who are not under our control or influence. These Linked Websites usually have separate terms and conditions which we encourage you to be wary and take note of. By clicking on any Linked Websites, you acknowledge and agree that:
  - (i) we do not endorse the contents of, or have an association with the owners or operators of, these Linked Websites;
  - (ii) you leave the Geelong Orthopaedics Website entirely at your own risk; and
  - (iii) we are not responsible for the contents, conduct of or practices adopted by any Linked Websites.
- (b) advertising material originating from others, but in no way are we taken to be representing, recommending or endorsing the advertiser or its products or services being advertised unless we expressly say so.

- 6.2 From time to time, we may participate in Promotions which we will inform you about in a way which is consistent with our Terms and Conditions and the Geelong Orthopaedics Privacy Policy. These Promotions usually have separate terms and conditions which we encourage you to be wary and take note of. In choosing to participate in any Promotions, you acknowledge and agree that:

- (a) your participation is entirely at your own risk; and
- (b) we are in no way responsible for your decision to participate.

## 7. Disclaimers, Warranties and Limitation of Liability

- 7.1 We do not accept any liability in connection with the content and opinions expressed on the Geelong Orthopaedics Website and any damages incurred by a user who relies on, is influenced by or otherwise suffers as a result of a reliance on such opinion or content.

- 7.2 From time to time the Geelong Orthopaedics Website, the Geelong Orthopaedics Services, or certain aspects of them may:

- (a) change without notice. While we have taken all reasonable care and effort to ensure that the Geelong Orthopaedics Website and the Geelong Orthopaedics Services are accurate and updated regularly, you should make enquiries with us directly to if you need to rely on them in any way.
- (b) not be accessible from time to time due to periods of maintenance, updates and upgrades, acts of God or other *force majeure* events. We accept no responsibility

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for your inability to access the Geelong Orthopaedics Website or any Geelong Orthopaedics Services as a result of these causes.

- 7.3 We do not warrant, expressly or otherwise, the accuracy, completeness, currency or legality of the Geelong Orthopaedics Website, the information provided about the Geelong Orthopaedics Services or any Material. In particular, to the extent permitted by law and without limitation, we do NOT warrant that the Geelong Orthopaedics Website, information provided about the Geelong Orthopaedics Services or the Material is or will:
- (a) constitute medical advice or medical treatment advice;
  - (b) be free of error or omission; or
  - (c) be free from any malicious software (including viruses, Trojan programs or the like).
- 7.4 We accept no responsibility for any loss or damage incurred as a consequence of:
- (a) your use of the Geelong Orthopaedics Website, the information provided about the Geelong Orthopaedics Services, any Material, or the contents of any Linked Websites;
  - (b) your reliance on any information contained on or in the Geelong Orthopaedics Website, the Geelong Orthopaedics Services, any Material or any Linked Websites;
  - (c) any delays to, interruptions of or cessation of access to the Geelong Orthopaedics Website; or
  - (d) any defamatory, offensive or illegal conduct of any person using the Geelong Orthopaedics Website.
- 7.5 By using the Geelong Orthopaedics Website, you accept the full cost of repair or modification of your computer software or hardware which may be required for you to use the Geelong Orthopaedics Website.
- 7.6 To the extent permitted by law, all warranties regarding the Geelong Orthopaedics Website, the information provided about the Geelong Orthopaedics Services and any Material contained on the Geelong Orthopaedics Website is excluded, including any implied warranties of merchantability and fitness.
- 7.7 These Website Terms of Use do not exclude any warranties or conditions that are mandated by law. In the event that we are found liable for any breach of any such statutory condition or warranty, our liability will be limited, at our option, to any one or more of the following:
- (a) in the case of goods, to any of the following:
    - (i) replacement of the goods or the supply of equivalent goods;
    - (ii) repair of the goods;
    - (iii) payment of the cost of replacing the goods or acquiring equivalent goods;or
    - (iv) payment of the cost of having the goods repaired; and
  - (b) in the case of services, to either supplying the services again or payment of the cost of having the services supplied again.
- 7.8 In accessing and using the Geelong Orthopaedics Website, the information provided about the Geelong Orthopaedics Services or any Material, to the extent permitted by law, you agree to indemnify us (including our directors, officers, employees, staff, agents and contractors and the directors, officers, employees, staff, agents and contractors of any of our related companies or associated entities) against any loss suffered by any of us (including economic and consequential loss) as a result of any claim brought against any of us or liability raised

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against any of us from your use the Geelong Orthopaedics Website, information provided about the Geelong Orthopaedics Services or any Material.

### 8. General

- 8.1 If any provision of our Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions, which will remain effective and enforceable.
- 8.2 These Website Terms of Use and all documents constituting our Terms and Conditions are governed by and construed in accordance with the laws of the State of Victoria, Australia. In the event of a dispute involving our Terms and Conditions, you agree to irrevocably submit to the non-exclusive jurisdiction of the Courts situated in that State and any courts of appeal from them.
- 8.3 If you wish to:
- (a) report a violation of our Terms and Conditions;
  - (b) enquire about our Terms and Conditions, or any other matter
- you can do so using any of the means below:
- (c) Email: our practice manager
  - (d) Mail to: St John of God Specialist Centre  
Suite 7, Level 2  
83 Myers Street  
Geelong VIC 3220
  - (e) Phone: (03) 5221 3995
  - (f) Facsimile: (03) 5229 1283

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END

### Geelong Orthopaedics Privacy Policy

#### Our Privacy Policy

At Geelong Orthopaedics Pty Ltd (<http://www.geelongorthopaedics.com>) (**Geelong Orthopaedics**), we are committed to protecting your right to privacy. As a result, we have developed the following Privacy Policy regarding the collection, storage, use and disclosure of your personal information. If at any time you have questions about this policy or the information we collect, please feel free to contact us through any of the means outlined in Section 8 below.

Geelong Orthopaedics will only collect, store, use and disclose any information provided by you for purposes which are necessary for one or more of our functions or activities, or which are deemed necessary under Australian laws.

#### 1. Collecting your information

We will only collect personal information about you from you and not from anyone else, and will do so only by lawful, fair and unobtrusive means. We generally only collect information from you in order to provide you with the goods you ordered or services you requested.

For Geelong Orthopaedics to provide you with its services, it may be necessary for us to collect the following details from you:

- Full name;
- Delivery/postal address;
- Daytime contact number;
- E-mail address;
- Medical history; and
- Payment/credit card details.

#### 2. Using your information

Your personal information provided to Geelong Orthopaedics will be used for purposes such as:

- Ensuring a better experience on the Geelong Orthopaedics website is with personalised touches;
- Generating internal customer reports to be used by Geelong Orthopaedics to improve our services; and
- Sending newsletters or other promotional material to those of you who have indicated that you are interested in receiving marketing and promotional information.

Geelong Orthopaedics will not request any sensitive information (other than information regarding your health if necessary) in order for you to complete your interactions with Geelong Orthopaedics.

We may also collect “non-personal information”, which is information that does not directly identify you. We may use tools or third party analytical software to automatically collect non-personal information.

In the event that we receive personal information which is not required to provide you with any services provided on the Geelong Orthopaedics services, we will destroy or de-identify it.



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### 3. Disclosing your information

Geelong Orthopaedics will not pass your information on to third parties for external marketing purposes and does not work in conjunction with any related companies who may want your personal information for reasons beyond the scope of completing your interactions with the Geelong Orthopaedics Website or the Geelong Orthopaedics Services.

Geelong Orthopaedics will only pass your information on to a third party for purposes only if compelled to do so by law.

### 4. Security

We follow generally accepted industry standards and maintain reasonable safeguards to ensure the security, integrity and privacy of personal information in our possession. Personal information collected by us is stored in secure operating environments that are not available to the public.

### 5. Cookies

The Geelong Orthopaedics website may makes use of cookies. Cookies are files that are usually saved to your computer that store your user information. This information is retrieved from the file saved on your computer each time you visit the Geelong Orthopaedics website to enhance your experience.

If you do not want your browsing experience with Geelong Orthopaedics to be personalised, you are able to delete or disable the cookies function on your internet browser. Please note, that disabling the cookies function may affect some of the features of the Geelong Orthopaedics website.

### 6. International Transactions

The information that you have provided to us through the Geelong Orthopaedics Website is only disclosed to trusted third parties for the purposes outlined above. These companies are sometimes based overseas and some information which you provide may be processed in countries other than Australia where those companies have servers. To the best of our knowledge, information and belief, these entities do not hold, use or disclose the information collected by them inconsistently with Australian privacy laws.

### 7. Changes to the Privacy Policy

Our Privacy Policy may change over time. Please make sure that you check back regularly to review our policy so you are aware of its contents.

### 8. Concerns/Contact

If you have any questions or concerns about any aspect of the Geelong Orthopaedics Privacy Policy, please do not hesitate to contact us at:

**Address:** Practice manager  
St John of God Specialist Centre

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Suite 7, Level 2  
83 Myers Street  
Geelong VIC 3220

**Phone:** (03) 5221 3995

**Facsimile:** (03) 5229 1283