

CONNECTMED LIMITED WEBSITE TERMS & CONDITIONS

IMPORTANT: ConnectMed Limited acts as an introductory party only. ConnectMed Limited does not verify any information provided through this website by any patient or health care provider. ConnectMed Limited does not recommend any health care provider and does not give any health care advice.

You must agree to these Terms and Conditions (Terms) to become a registered user of our site.

NZ Residents and Health Care Providers Only

The site is administered in New Zealand and is intended solely for by patients residing in New Zealand and health care providers practicing in New Zealand.

Age Required to Contract under these Terms

You may not become a registered user unless you are at least 16 years of age.

Registration as a User and Agreement to Terms

Whilst you can obtain some very basic information about this website as a casual user, to be able to fully participate in the use of the site, you must register as a user and agree to these Terms and to any terms that are set out in the registration form that you must complete to become a registered user. If you do not accept these Terms, you will not be able to make appointments with a health care provider.

When providing any information to us, you represent and warrant that the information is true and correct and is not misleading or deceptive in any way. We may terminate your right to use the site if we reasonably consider or suspect that you have provided us with any information that is not true and correct or that is misleading or deceptive.

Change of Website Terms

We may vary these Terms from time to time so that each time you access the website, you will need to accept the current Terms to be able to make an appointment. Any variations become effective immediately upon publication on the website.

Access

To update your personal details or to be able to use the site effectively, you will need a login ID and password for verification of your identity.

Password Security

You are required to select a password. We suggest that the password you select should not relate to any readily accessible data such as your name, birth date, address, telephone number, driver's licence, etc, nor should it be an obvious combination of letters and numbers, including sequential or same numbers or letters.

You are entirely responsible for maintaining the security of your login ID and password, and for all activity which occurs on or through the use of your login ID and password, whether authorised or unauthorised.

You should change your password immediately if you believe that your login ID and password have been used without authorisation and you must advise us of this immediately. You must notify us by sending an email to help@connectmed.co.nz

You must not give your password to any other party or allow any other party to use your password to obtain information through our website. You agree to indemnify us, our officers agents and employees and to keep us, our officers agents and employees, indemnified in relation to any cost (including all legal costs), expense, liability, loss, compensation, damages, fines and penalties that we or any of our officers agents and employees may incur or suffer directly or indirectly as a result of your breaching this provision. This indemnity survives the any termination of your access to our site, which would automatically terminate the contract embodied in these Terms.

Use of our website by you for legitimate purposes

You must not attempt to gain unauthorised access to any user accounts, or any computer systems or networks, through hacking, password mining or any other means.

You must not use contact information provided by users of the website, or harvest such information, to send or facilitate the sending of unsolicited bulk communications such as SPAM. You may not allow others to use your account to violate the terms of this section. We may terminate your membership or access to the site immediately and take any other legal action if you or anyone using your login ID or password violates these provisions.

These provisions survive any termination of your access to our site, which would automatically terminate the contract embodied in these Terms.

No warranty or guarantee by us in relation to information that is provided on the website

All information published on the website in relation to any patient or any healthcare provider is published in good faith. If you rely on any information provided by on the site, you do so solely at your own risk. We provide an introduction service only.

We do not supply or check any information provided by a patient or a health care provider and we rely entirely on the supplier of the information for its accuracy and truth. We accept no liability of any kind to any party if any information provided through the website by or on behalf of any patient or health care provider is in any way inaccurate, incomplete, incorrect, misleading or deceptive, or untrue. We do not give any form of assurance that any information provided by a patient or health care provider is accurate or up to date.

The sole function of this website is to introduce patients and health providers who will make their own decisions based upon the information provided by each of them.

This provision survives the any termination of your access to our site, which would automatically terminate the contract embodied in these Terms.

No Medical Advice

DO NOT USE THE SITE FOR EMERGENCY HEALTHCARE NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY CALL 111.

You acknowledge that we do not provide any health care advice – we merely facilitate communication between a prospective patient and a health care provider who are both registered with this website.

If you are a patient, you acknowledge that the provision of any information on the website by any health care provider does not create a medical professional-patient relationship, and does not constitute an opinion, health care advice, or diagnosis or treatment of any particular condition, but is provided by the health care provider to assist you with locating appropriate medical care from a qualified provider. To obtain any form of health care advice, you must actually consult a particular health care provider to obtain specific advice in relation to your particular matter.

We do not guarantee that any user will find a suitable health care provider through our site or that any services rendered by any health care provider listed on our site will serve any patients needs. We do not recommend or endorse or give any warranty or guarantee or make any representation in relation to any health care provider or any procedures, specific tests, opinions, or other information that may appear on the site or that may be provided by any health care provider. Patients must make their own decisions exercising their own judgements based upon any information provided by health care providers, whether or not through this website.

Without limiting the previous paragraph, Patients must realise that any procedures, products, or services discussed or advertised on the site are not applicable to all individuals or all clinical situations. We do not endorse or recommend or represent any procedures, products, or services or any outcome in relation to any health care provider. Any procedures, products or services represented on the site by advertisers, sponsors, and other site participants are presented solely for Patients' awareness, it being Patients' responsibility to make inquiries about and to satisfy themselves about any procedures, products or services represented on the site. We do not assume any responsibility or liability for any advertising or for the content of any advertising or for any claims made by any advertisers or sponsors.

Patients should make their own inquiries to be satisfied about any health care provider that they may wish to consult about any procedure, test or information that they may wish to undergo or know about. Patients should undertake their own investigation prior to selecting a health care provider e.g. by making confirming telephone calls to the appropriate licensing authorities to verify listed credentials and education, and to further verify information about a particular health care provider by confirming with their office, the patient's current health care provider, and the relevant health care association council or body relative to the health care provider's specialty.

We have no control over, and cannot guarantee the availability of any health care provider at any particular time, that is a matter between a patient and the health care provider that they choose to consult. We will not be liable for cancelled or otherwise unfulfilled appointments. This provision survives any termination of your access to our site, which would automatically terminate the contract embodied in these Terms.

Warranty in relation to information supplied by you

You warrant that all information that you have provided about you (whether you are a patient or health care provider) or your health care practice is true and is not inaccurate, incomplete, incorrect, misleading

or deceptive, or untrue in any way. You agree to indemnify us, our officers agents and employees and to keep us, our officers agents and employees, indemnified in relation to any cost (including all legal costs), expense, liability, loss, compensation, damages, fines and penalties that we or any of our officers agents or employees may incur or suffer directly or indirectly as a result of information supplied by you to us being in any way inaccurate, incomplete, incorrect, misleading or deceptive, or untrue in any way.

Listing of Health Care Providers

We have a contractual arrangement with health care providers listed on the site by virtue of software licenses granted to them to enable them to use particular software to access information provided by them and by patients through the site and to be able to notify and confirm available appointments. By virtue of the licences, the health care providers pay a fee not only for the software licences but also to appear on the site.

Through the website, patients are provided with a list of health care providers who may be suitable to deliver the health care that a patient is seeking based solely on the information that the patient provides through the website (including proximity to the patient's geographical location and additional criteria that the patient specifies) but the patient is ultimately responsible for choosing their health care provider. We require health care providers when registering to certify what are their qualifications and to confirm that they are licensed to practice but we do not check this information and leave it to patients to check should they wish to do so. We do not give any assurance that any health care provider has the qualifications skills or experience that they may state they have.

Feedback – Ratings – Posted Information

Patients who are registered users will have the opportunity to submit feedback regarding their experiences with health care providers who are featured on the site ("Posted Information"). You must act responsibly when providing Posted Information. Your comments must be clear and honest and not illegal, malicious, defamatory, misleading or deceptive. You must not use inappropriate language; make gratuitous personal criticisms or comments.

When posting Posted Information or otherwise participating in other interactive or community aspects of the Service, you should include all relevant information in a concise manner to enable the health care provider whom you select to provide you with a helpful and appropriate response.

We do not vet and do not undertake to vet any Posted Information of any user. Users are solely responsible for their Posted Information. However, should it come to our attention that any Posted Information is or could be likely to be illegal, malicious, defamatory, misleading or deceptive, in breach of our or anyone else's copyright or other intellectual property rights, we reserve the right to remove it from the site without any prior notice or consultation. In our absolute discretion, we may terminate the right of any user to use this site if any Posted Information is or may be considered to be (in our absolute discretion) illegal, malicious, defamatory, misleading or deceptive, in breach of our or anyone else's copyright or other intellectual property rights.

When posting Posted Information, patients will have the option of providing their first name and the first initial of their surname but other than for that, Patients must not provide information that others could use to determine their identity.

We reserve the right to publish your Posted Information as part of the Service and also to remove your Posted Information for any reason. We are not, however, responsible for any failure or delay in removing

Posted Information. Keep in mind that the Posted Information of others is simply opinion and should not be relied on.

Whilst we do not vet Posted Information provided by you to ensure that it has not been posted by you in breach of any obligation under these Terms, we may moderate it before publishing it on the site, solely to avoid spam bots posting junk. As part of that process, should we notice that any Posted Information has been or, in our absolute discretion, may have been posted in breach of your obligations under these Terms; we may decide not to publish it or may terminate this Agreement without prior notice.

No Payment

No fee is payable for users to use the site. Health care providers will need to enter into a licence of relevant software and comply with the terms of the software licence to be able to use the site effectively. To continue to be able to use this site, a Health care provider would be required to comply with the terms of the software licence. Any termination of the software licence will mean that the licensee will no longer be entitled to be able to use this site effectively.

Services may be cancelled or suspended and there may be times when the site is down

We may at any time, without prior notice or any liability to you, cancel or suspend any or all online services and/or to substitute alternative services. We cannot guarantee that our website will be accessible 24 hours a day, 7 days a week.

Privacy and Confidentiality Policy

By agreeing to these Terms, you acknowledge that you have read and agreed to our Privacy Policy. Our privacy policy can be read at <http://www.connectmed.co.nz/Docs/ConnectMed-Privacy-Policy.pdf>

Website Security

You acknowledge and agree that internet transmissions are never entirely secure or private, and that any message or information you send to or through our website and while using online transactions may be read or intercepted by others, even where a website is stated as being secure. We will take reasonable steps to preserve the security of any transmission from you but we accept no liability of any kind for the interception or 'hacking' of any data through our website by unauthorised third parties.

We endeavour to avoid the infiltration to our website of viruses and other harmful or invasive mechanisms but accept no responsibility or liability should your computer system, device or website be affected by any such mechanisms upon visiting our website or any linked website. You must take your own precautions to ensure that the process which you employ for accessing this website and any linked website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

We do not warrant or guarantee that the site will operate error free or that loss of data may not occur.

These provisions survive any termination of your access to our site, which would automatically terminate the contract embodied in these Terms.

Linked Websites

This website may contain links to other websites (“Linked websites”). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Linked Websites.

Our links with Linked Websites should not be construed as an endorsement, approval or recommendation by use of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites including further links contained on those Linked Websites, unless, and to the extent expressly stipulated to the contrary.

Intellectual Property

Unless otherwise stated, and except for Posted Information that you or any users post or submit through the site, we own all copyright, trademarks and other intellectual property rights used in or on the website. This includes, without limitations, all intellectual property rights in respect of all text, graphics, logos, images, other content and any downloads that may be offered on this website.

You may print, download, and store information from the website for your own convenience, but you must not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of our intellectual property, or exploit the site in whole or in part for any commercial gain or purpose whatsoever.

Your only rights are to access and use the site:

- as a patient, to peruse information provided by listed health care providers, to seek to book appointments with any of those health care providers, to provide feedback in relation to any of those health care providers whom you have consulted and to ensure that your personal information is correct;

You agree to indemnify us, our officers agents and employees and to keep us, our officers agents and employees, indemnified in relation to any cost (including all legal costs), expense, liability, loss, compensation, damages, fines and penalties that we may incur or suffer directly or indirectly as a result of any breach of these provisions by you or by any person who has used your login ID or password to gain access to the site or whom you have allowed assisted or encouraged to copy or use any of our intellectual property or to breach any third party’s intellectual property rights.

Termination of Your Access

We may terminate and/or suspend your registration immediately, without notice, if there has been a violation of these Terms or by you or by someone using your login ID or password. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. We shall not be liable to you for any reason under any head of law for any termination of your access to the site.

Force Majeure

In addition to and separately from any other provision of these Terms, you agree that we will not be liable for any inability by you to access or use the website or any failure by us to comply with these Terms where the cause arises from an event that is beyond our reasonable control.

Exclusion and Limitation of Liability

The following clauses are in addition to and separate from any other exclusion or limitation clauses in these Terms.

In no event will we or any of our officers agents or employees be liable to you for any reason under any head of law (whether contract, negligence or any other head of law) for any costs (including legal costs as between lawyer and own client), expenses, losses, compensation, or direct indirect consequential exemplary incidental or punitive damages, including for any form of economic loss such as (by way of general example only) lost revenue or profits, that arise in any way out of your access to and/or use of our website or any inability to access or use our website or from any non compliance by us with any of our obligations under these Terms.

To the fullest extent permitted by law, we contract out of and exclude any warranties, conditions, or guarantees that might be implied under any law, statutory or otherwise, in relation to our services and to the access and use of our website.

If, notwithstanding the foregoing, we or any of our officers agents or employees are found to be liable to you for any amount whether by way of compensation, damages or otherwise, our and their liability shall not exceed NZ\$100.00.

These provisions survive any termination of your access to our site, which would automatically terminate the contract embodied in these Terms.

Contracts Privity

Any provisions of these Terms that are for the benefit of our officers agents or employees will be enforceable by them. These provisions survive any termination of your access to our site, which would automatically terminate the contract embodied in these Terms.

Indemnity

In addition to and without in any limiting any other indemnity provided for in these Terms you will indemnify us, our officers agents and employees and to keep us, our officers agents and employees, indemnified against:

- any breach of any of these Terms by you or caused by any person who uses your login ID or password or
- any liability of any kind that we or any of our officers agents or employees may incur as a result of your use of the website or of the use by any person of the website using your login ID or password.

Jurisdiction

These Terms and the online services they cover are governed by and shall be interpreted under New Zealand law. The New Zealand Courts have exclusive jurisdiction over any matter in connection with the

online services and these terms and conditions. This provision survives any termination of your access to our site, which would automatically terminate the contract embodied in these Terms.

Entire Contract

These Terms constitute the entire agreement between you and us in relation to the use of this website and supersede all previous written or oral agreements.

If any provision of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Waiver

Any failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of any such right or provision. The failure of either party to exercise in any respect any right provided for by these Terms shall not be deemed a waiver of any further rights hereunder.

Assignment

We may assign this contract at any time to any related company, or as part of the sale of our business or part of our business or as a result of an amalgamation or merger with another entity. In that case, we will post a notice on the site regarding any change of ownership so that you will have the opportunity to discontinue your use of the site or cancel your registration if you do not wish to continue to use the site under the new ownership.

You may not assign, transfer or sublicense your rights or obligations under these and any attempt to do so in violation of this provision shall be null and void.

Acknowledgement as to having read and accepting these Terms

By placing a tick in the checkbox labelled, "I have read and accepted ConnectMed's Terms and Conditions" and clicking the "Join ConnectMed" button, I acknowledge that I have read, understood and agree to these Terms.