

CannaAid Medical: Website Terms and Conditions of Use

This is the Terms and Conditions of Use of CannaAid Medical (“CannaAid”, “we”, “our”, “us”)

Last updated: Feb 2025

CannaAid Medical (ACN 664 477 454) owns the website located at <https://www.cannaaidmedical.com.au> (Website). Access to and use of this Website and the services available through this Website (collectively Services) is subject to the following terms, conditions and notices (Terms of Use).

1. Acceptance of the Terms

- CannaAid Medical reserves the right to review and change any of the Terms by updating this page at its sole discretion. By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use. Any changes to the Terms take immediate effect from the date of their publication, without notice to you. Before you continue, we recommend you keep a copy of the Terms for your records. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately. Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended. Reasonable endeavours will be taken to provide you with notice of updates to the Terms.

2. Website Access

2.1 You must only access and use the Website in accordance with:

- **2.1.1** these Website Policies & Terms;
- **2.1.2** all applicable laws and regulations.

2.2 You agree not to:

- **2.2.1** use a false identity or provide false details to CannaAid Medical;
- **2.2.2** use the Website for any other purpose other than for accessing and receiving telehealth services from Clinicians;
- **2.2.3** send, upload, or transmit any illegal information or material, offensive material, viruses, worms, spyware, or other similar codes via the Website;
- **2.2.4** use the Website to cause harm or offence to any other person;
- **2.2.5** use the Website in any way that will infringe any third party’s rights;
- **2.2.6** do anything which will or might affect, cause damage to, disrupt, or interfere with the operation and system of the Website;
- **2.2.7** attempt to derive the source code of the Website or any part of it or reverse engineer any of the systems or technologies used to create or operate the Website;
- **2.2.8** copy, reproduce, publish, exploit, or use any part of the Website for the purpose of creating or operating an online platform similar to the Website or for any other purpose other than as expressly permitted under these Website Policies & Terms;

- **2.2.9** use the Website in a way that might cause damage or loss to CannaAid Medical or affect its brand or reputation;
- **2.2.10** use the Website for commercial purposes;
- **2.2.11** allow or assist anyone else to carry out the above-mentioned activities;
- **2.2.12** violate or breach any of these Website Policies & Terms or any laws which relate to them.

2.3 You agree to indemnify CannaAid Medical and each of the officers, employees, agents, contractors, suppliers, and licensors of CannaAid Medical in respect of any liability, loss, or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Website Policies & Terms, or any other default or wrongful conduct in relation to the subject matter of these Website Policies & Terms, on the part of you or any of your officers, employees, agents, contractors, suppliers, and licensors.

3. Hyperlinks

- This Website may contain links to other websites via hyperlink, which are not operated by CannaAid Medical. CannaAid Medical makes no representations nor warranties regarding any content published by third parties referring, by hyperlink, to CannaAid Medical' website. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site and CannaAid Medical is not liable for any damage or injury resulting from reliance on such content.

4. Privacy Policy

- Our Privacy Policy, which sets out how we will use your information, can be found at <https://www.cannaaidmedical.com.au/privacy>
- Ensure you have read and understood our Privacy Policy. By using this Website, you consent to the processing of personal information as list in the Privacy Policy and warrant that all data provided by you is true and accurate.

5. Prohibitions

- You will not commit or encourage a criminal offense, or transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive. You will not infringe upon the rights of any other person's proprietary rights.
- Breaching this provision would constitute a criminal offense and CannaAid Medical will report any such breach to the relevant law enforcement authorities and disclose your identity to them.
- If you make any public comments on this Website which are, in our opinion, inappropriate, abusive, unlawful, defamatory, harassing, fraudulent or obscene or which conflict with the Services offered, then we may, at our discretion, refuse to publish such comments and/or remove them from the Website.
- CannaAid Medical reserves the right to refuse or terminate service to anyone at any time without notice or reason.

6. Prescriptions

6.1 A prescription to you is issued entirely at the direction of a Clinician.

6.2 CannaAid Medical does not guarantee that a Clinician will issue you with a prescription following consultation with you.

6.3 If the Clinician decides to issue you with a prescription, you will be given a choice as to whether you wish for your prescription to be sent electronically to a pharmacy recommended by CannaAid Medical to be dispensed and delivered to you at your home or for you to take your prescription to a pharmacy of your choice for dispensation to you this way.

6.4 CannaAid Medical is not liable in any way for any prescription issued by a Clinician or any medication dispensed by any pharmacy or any party's failure to deliver medication to you (including, but not limited to, to the correct address or within any specified timeframe).

6.5 In circumstances where any medication is damaged, incorrectly dispensed, or delivery is delayed, you agree to contact the pharmacy who is directly responsible for dispensing and delivering the medications to seek to resolve any issues.

6.6 eScript Tokens and other tokens issued by CannaAid Medical expire within 12 months of issue unless otherwise specified.

6.7 Any eScripts issued by CannaAid Medical are private prescriptions. We are unable to issue eScripts as PBS prescriptions; however, for some medications, we are able to provide a paper-based prescription directly to the pharmacy.

You understand that CannaAid Medical acts as an agent only for any pharmacies recommended by CannaAid Medical to you for dispensation of medications prescribed by a Clinician, and CannaAid Medical is not responsible for dispensation of any medications prescribed to you in any way.

7. Payment

- You may make payment for the Services (the consultation) by way of utilising Square Payments or Stripe Payment and using:
 - Visa;
 - Mastercard;
 - JCB;
 - American Express; and
 - bank issued EFTPOS chip cards.
- You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- You agree and acknowledge that CannaAid Medical can vary the Services Fee at any time.
- After you have paid for the Service an invoice is generated and emailed to you confirming payment.
- Subject to any change in the Australian Government's Medicare directions, the telehealth services provided by the Clinicians do not attract Medicare benefits.

8. Refund Policy

- CannaAid Medical will provide no refund for the consultation fee.

9. Copyright, Intellectual Property, Software and Content

A). The Website, the Services and all of the related products of CannaAid Medical are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties.

Unless otherwise specified, all rights (including copyright) in the Services and compilation of the Website or the Services are owned or controlled for these purposes, and are reserved by CannaAid Medical or its contributors.

o All intellectual property rights in any material or content displayed on this website belong to CannaAid Medical, its affiliates, or licensors, and are used with our permission. This applies to all trademarks displayed on this website, whether or not appearing with the trademark symbol (™). Nothing on this website should be construed as granting any right or licence to use any trademark displayed on this website without the prior written permission of CannaAid Medical, its affiliates or licensors.

B). All trademarks, service marks and trade names are owned, registered and/or licensed by CannaAid Medical, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Patient to:

- o use the Website pursuant to the Terms;
 - copy and store the Website and the material contained in the Website in your device's cache memory; and
 - print pages from the Website for your own personal and non-commercial use.
 - CannaAid Medical does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by CannaAid Medical.

C). CannaAid Medical retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any of the following to you:

1. a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
2. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
3. an object, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

D). You may not, without the prior written permission of CannaAid Medical and of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services for any purpose, unless otherwise provided by these Terms.

12. General Disclaimer and Limitation of Liability

- Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- To the fullest extent permitted by law CannaAid Medical hereby explicitly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages in any event for any consequential, indirect, incidental, special, punitive or exemplary damages, or any loss of profits or loss or corruption of data, damage to a computer system, loss of anticipated savings, loss of goodwill or economic loss, even if CannaAid Medical has been advised of the possibility of such loss or damage.
- This does not affect CannaAid Medical's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.
- CannaAid Medical is not obliged to screen dispensaries, retail locations, health care providers or their menus, content, or deals to determine whether they are qualified or authorised by law to provide their services or to determine the accuracy of all information they provide.
- You expressly understand and agree that CannaAid Medical, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

13. Linking to this Website

- You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

14. Indemnity

- You agree to indemnify CannaAid Medical, its directors, officers, employees, contributors, agents, and affiliates, third party content providers and licensors from any and all third party claims, actions, suits, liability, damage or costs (including, but not limited to, legal fees) arising from your use of, accessing or transacting on this Website or attempts to do so; and or any breach of the Terms of Use.

15. Amendment

- CannaAid Medical has the right in its absolute discretion at any time, without notice to you, to amend, remove or vary the Services or any page of this Website.

16. Invalidity/Severance

- Both parties confirm and declare that the provisions of the Terms are fair and both parties having taken the opportunity to obtain independent legal advice and declare the Terms of Use are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.
- If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly.
- This Term of Use constitutes the entire agreement between you and CannaAid Medical regarding the use of the Website and the Services. Our failure to exercise or enforce any right or provision of this Term of Use shall not operate as a waiver of such right or provision. Nothing contained in the Terms of Use shall be construed to establish an employment, partnership, or joint venture relationship between you and CannaAid Medical. The terms of this Term of Use shall be binding upon assignees.

17. Complaints

17.1 If you have a complaint in relation to use of the Website, you may contact us via email at info@cannaaidmedical.com.au.

17.2 In relation to complaints against CannaAid Medical:

17.2.1 you must notify us of the details of the complaint as soon as possible;

17.2.2 a representative of CannaAid Medical will contact you to discuss your complaint;

17.2.3 if your complaint is not resolved in your discussion with a CannaAid Medical representative, the matter will be referred to an independent third party as agreed between the parties or, in the absence of agreement, an independent party selected by the NSW Law Society;

If you have any complaints or concerns that cannot be resolved by CannaAid Medical, you can contact the Office of the Health Ombudsman.

18. Termination of Contract

- If you want to terminate the Terms of Use, you may do so by providing CannaAid Medical with 14 days' notice of your intention to terminate; and closing your accounts for all of the Services which you receive. The termination notice from you should be sent, in writing, to CannaAid Medical by email: info@cannaaidmedical.com.au.
- CannaAid Medical may at any time, terminate the Terms with you if you have breached any provision of the Terms or intend to breach any provision, or that CannaAid Medical is required to do so by law, or that the provision of the Services to you by CannaAid Medical is, in our opinion, no longer commercially viable.

- Subject to local applicable laws, CannaAid Medical reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in our sole discretion, your engagement to all or any part of the Website or the Services without notice if you breach any provision of the Terms of Use or any applicable law or if your conduct impacts CannaAid Medical's name or reputation or violates the rights of those of another party.

19. Medical Services and Continuity of Care

- CannaAid Medical will arrange a doctor for you and strive for one doctor to maintain the treatment plan for each patient throughout the year. We will arrange for you under another doctor's treatment if your current doctor left for any reason (with no extra cost to you).

20. Medical Reports

- We charge a fee for drafting medical reports. We will charge the fee based on the amount of time involved in drafting the document. A deposit would need to be paid prior to commencement of work, and the balance payment will be due after the completion of the task. All fees set out are in Australian dollars. In the event of late payment, we may withhold the medical document drafted, and a late payment fee will apply.

21. Dispute Resolution

- I. If a dispute is associated with the Terms of Use, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- II. A party to the Terms of Use claiming a dispute has arisen under the Terms of Use, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- III. On receipt of that notice by that other party, the parties to the Terms of Use must:
 - a. Within 20 days of the Notice endeavour in good faith to resolve the Dispute by means upon which they may mutually agree;
- IV. If for any reason whatsoever, 9 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee; The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation (within Australia) and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

- V. All communications regarding negotiations made by the Parties as a result of this dispute resolution clause must be kept confidential and to the extent possible, treated as “without prejudice” negotiations for the purpose of applicable laws of evidence.
- VI. If 14 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.