

# connector co

**Terms of Use**

Leading change. Leading connection.

## 1. Introduction

- 1.1. Connector Co owns, operates and provides the Platform. Connector Co also owns all domain names and web pages arising out of the Platform.
- 1.2. The Platform is for booking and managing appointments and services relating to the NDIS, disability support, aged care, and health care. The Platform enables Participants, Authorised Persons and Providers to manage the booking of appointments relating to services provided in connection with the NDIS, disability support, aged care, and health care and use other related functionalities.
- 1.3. These Terms are important and govern your use of the Platform and the provision of any services to you. Please read them carefully. By using the Platform you agree to the Terms. Connector Co reserves the right to change the Terms at any time without notice and by using the Platform you agree to be bound by these changes. If you do not agree with the Terms you must not use the Platform.
- 1.4. You must be at least 16 years of age to use the Platform. You must not access or use the Platform if you are under the age of 16.
- 1.5. All Authorised Persons who use the Platform warrant that they are an authorised representative of a Participant, or a parent or legal guardian of the Participant, or are an authorised representative of a Provider, and have the requisite authority to act for and on behalf of the Participant in relation to all matters in connection with the Platform and the Terms.
- 1.6. If you agree to the Terms, Connector Co grants you a revocable, non-exclusive, non-assignable and non-transferable licence to use the Platform under the Terms.
- 1.7. These Terms do not relate to your use of any product, service, process or technology described on the Platform and you are referred to the individual product warranty relevant to that particular product, service, process or technology.

## 2. Definitions

2.1. In these Terms, the following words and expressions have these meanings unless the context otherwise requires:

- (a) **Account** means the account that provides access to the Platform and facilitates your use of the Platform.
- (b) **Authorised Person** means any person who has authority to act for and on behalf of the Participant, including a parent or legal guardian of the Participant, or a representative of a Provider who is authorised to include information on the Platform on the Participant's behalf.
- (c) **Booking** means an appointment made with a Provider through the Platform.
- (d) **Claims** means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).
- (e) **Connector Co** means Connector Co Pty Ltd (ACN 664 805 314) and its related bodies corporate;
- (f) **Content** means any words, communications, files, data, photos, pictures, documents, audio, films, telecasts, digital works, livestreams, videos, media, designs and devices that you upload, input, store, broadcast or share through the Platform.
- (g) **Credentials** means your username, password and other credentials in connection with your Account.
- (h) **Health Information** has the meaning given by the Privacy Act;
- (i) **Individual** has the meaning given by the Privacy Act;
- (j) **Links** means links or other connections to websites operated by parties other than Connector Co.
- (k) **Losses** means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever;

- (l) **Material** includes domain names, names, text, graphics, images, photographs, illustrations, diagrams, logos, buttons, icons, software, and all products, services, processes and technologies described on the Platform.
- (m) **NDIS** means the National Disability Insurance Scheme established by the *National Disability Insurance Scheme Act 2013* (Cth);
- (n) **Participant** means:
  - (i) a 'participant' as defined by the *National Disability Insurance Scheme Act 2013* (Cth);
  - or
  - (ii) a user or consumer of disability support services;
  - (iii) a patient, user or consumer of health care services; or
  - (iv) a user or consumer of aged care services;
- (o) **Personal Information** has the meaning given by the Privacy Act;
- (p) **Platform** means the online platform and website provided by Connector Co for booking and managing appointments and services relating to health care, aged care, disability support, and the NDIS;
- (q) **Privacy Act** means the *Privacy Act 1988* (Cth);
- (r) **Provider** means:
  - (i) a 'NDIS provider' as defined by the *National Disability Insurance Scheme Act 2013* (Cth);
  - (ii) any facility or organisation who provides disability support services;
  - (iii) any facility or organisation who provides aged care services;
  - (iv) any medical practice;

(v) any health care practice;

(vi) any medical practitioner;

(vii) any health professional;

(viii) any other person, individual, organised or incorporated body that provides health care services, disability support services or aged care services,

that has access to and use of the Platform to offer services to Participants;

(s) **Sensitive Information** has the meaning given by the Privacy Act.

### 3. Interpretation

3.1. In these Terms, unless the context otherwise requires:

(a) words importing any gender include every gender;

(b) words importing the singular number include the plural number and vice versa;

(c) words importing persons include firms, companies and corporations and vice versa;

(d) references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to these Terms;

(e) reference in any schedule to these Terms to numbered paragraphs relate to the numbered paragraphs of that schedule;

(f) any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

(g) the headings to the clauses and schedules of these Terms are not to affect the interpretation;

- (h) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or by-law under that enactment; and
- (i) the word 'including' (and related forms including 'includes') means 'including without limitation'.

#### **4. Accounts**

- 4.1. You must register for an Account.
- 4.2. In registering for an Account, you must verify your identity by supplying at least three forms of unique identification. This includes but is not limited to your current mobile telephone number, your email address, your surname and your date of birth.
- 4.3. You must provide Credentials when you register for an Account.
- 4.4. You are responsible for correctly registering for an Account and for any information that you enter into the Platform.
- 4.5. You must not provide any false, inaccurate, irrelevant, or misleading information when you register for an Account.
- 4.6. Connector Co may cancel your Account if Connector Co considers that you have provided false, inaccurate, irrelevant or misleading information.
- 4.7. To protect your Personal Information, Sensitive Information and Health Information, Connector Co may restrict access to your Account until your identity can be verified.
- 4.8. You are entirely and solely responsible for maintaining the confidentiality of your Credentials and for all activities that occur under your Account.
- 4.9. You must notify Connector Co immediately of any unauthorised use of your Account, your Credentials, or any other breach of security.

4.10. Connector Co is not liable for any Claims or Losses that you may incur in relation to someone else using your Account or Credentials.

4.11. Connector may take any action it considers necessary to ensure the safety of your Account, your Credentials and the Platform. This action may include without limitation cancelling your Account, changing your Credentials or requesting additional information to authorise activities relating to your Account or your Credentials.

4.12. You may close your Account at any time and for any reasons. If you close your Account, you can no longer use the Platform. Further, Connector Co may delete any data, content and Personal Information to the extent permitted or required by law.

## 5. Billing and Payment Methods

5.1. Certain Providers may require you to provide your payment information ahead of time and make payment at the time of making a Booking. When you make a Booking with a Provider that requires payment or payment information ahead of time, Connector Co will ask you to provide it with information for a credit or debit card.

5.2. You may choose to add your credit or debit card information to your Account until you change or remove such information from your Account. By submitting your payment information, you give Connector Co the right to share your payment information with a third-party payment processor (**Payment Processor**) to process payments in connection with your Booking. Connector Co is not responsible for errors made by the Payment Processor.

5.3. By making a Booking, you agree to pay, through the Payment Processor, any fees in accordance with the applicable payment terms and you authorise the Provider or Connector Co, through the Payment Processor, to charge your chosen payment provider (your **Payment Method**). You agree to make payment using your Payment Method.

5.4. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. Payment transactions are subject to validation checks by the financial institution, credit card issuer or other provider of your chosen Payment Method and Connector Co is not responsible if your card issuer declines to authorise payment for any reason.

## **6. Privacy Policy**

- 6.1. The Privacy Policy is incorporated into and forms part of these Terms. Connector Co manages and deals with your Personal Information in accordance with the Privacy Policy as amended from time to time.

## **7. Intellectual property rights**

- 7.1. Connector Co is the owner of all right, title and interest (including present and future copyright) in the Platform.
- 7.2. All Material are owned exclusively by Connector Co, its related bodies corporate or others who have licensed their material to Connector Co (unless expressly indicated otherwise).
- 7.3. For the avoidance of any doubt, all product and service names, design marks and slogans are the trade marks or service marks of Connector Co.

## **8. Your use of the Platform**

- 8.1. You may use the Platform and view and access the Material only in accordance with these Terms for your personal and non-commercial use. Nothing in these Terms or the Platform will be construed as granting to you ownership of the Material or any proprietary right to the copyright, trade marks, patents or other intellectual property rights of Connector Co or any third party.
- 8.2. You may not sell, modify, copy, distribute, transmit, display, perform, reproduce, republish, licence, frame, upload, transmit, post, communicate or use the Materials except:
- (a) as expressly authorised either in the Platform or these Terms; or
  - (b) as authorised in writing by Connector Co.
- 8.3. You may not use any trade mark or service mark appearing on this Platform without the prior written consent of Connector Co or the owner of the trade mark.



8.4. You must not use any spider or similar automated software or device to use or access the Platform or the Materials in any way.

## 9. Your responsibilities

9.1. You may only use the Platform for lawful purposes, in a responsible and co-operative manner, and in accordance with these Terms.

9.2. It is your responsibility to ensure that your use of the Platform complies with the Terms and to seek prior written permission from Connector Co for any uses not expressly permitted.

9.3. If you make a Booking through the Platform, you must take all reasonable steps to either attend that Booking or provide reasonable notice if you must cancel the Booking. Any cancellations are subject to the Provider's cancellation policy, including any fees that may be payable.

9.4. Connector Co prohibits the use of the Platform, for any of the following:

- (a) transmitting or posting any Content that is unlawful, harmful, threatening, abusive, harassing, sexually explicit, defamatory, vulgar, obscene, libellous, hateful, racially, ethnically or otherwise objectionable or invasive of another's right of privacy;
- (b) impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- (c) posting or transmitting any Content that you do not have a right to reproduce, display or transmit or that infringes the rights of any person or entity;
- (d) posting or transmitting any Content that contains a virus or corrupted data;
- (e) using any device, software, or routine that interferes with or attempts to interfere with the proper functionality of the Platform;
- (f) attempting to decipher, decompile, disassemble or reverse engineer any of the software that makes up the Platform or the Materials or for the purpose of creating derivative works from the Platform;

- (g) negatively impacting any other person's ability to access and use the Platform;
- (h) recording or publishing any medical advice or information relating to treatment or therapeutic uses you may obtain in connection with the Platform.

9.5. If you contravene the Terms, Connector Co may revoke your licence, stop providing the Platform to you and immediately close your Account.

9.6. You agree that you contravene the Terms and are liable to Connector Co if you permit another person to access your Account and that person contravenes the Terms.

## **10. Platform availability**

10.1. The Platform may be unavailable from time to time. Connector Co tries to make the Platform available at all times. However, occasional disruptions and outages are inevitable. The Platform may also become unavailable if Connector Co needs to maintain or upgrade the Platform.

10.2. Connector Co is not liable for any disruption, Claims or Losses that you may suffer in connection with any unavailability of the Platform.

## **11. Links and connections to other parties and other sites**

11.1. The Platform may contain Links. These Links are provided for convenience only. If you use a Link to access a third party website, you do so entirely at your own risk. Connector Co's inclusion of Links or other connections to third party websites does not imply any endorsement of the material on them or any association with their owners or operators. Websites accessed via Links may contain advertisements by other people. These advertisements are not recommendations or endorsements by Connector Co and Connector is not responsible for the products and/or services being advertised.

## **12. Legal and Financial**

12.1. When you make a Booking, Connector Co is responsible for the Platform but not the experience or services provided by the Provider.

- 12.2. The Material is factual information only, is not comprehensive and is for general information purposes only.
- 12.3. The Material is not advice (including any medical advice) and you may not rely on it as such.
- 12.4. The Platform is not a recommendation or endorsement of any Provider or its products, services or facilities.
- 12.5. Connector Co uses reasonable endeavours to ensure the accuracy of the Material and Platform and is not liable for any Loss arising from reliance on Material published on the Platform.
- 12.6. You acknowledge and agree that you have the opportunity to obtain independent legal, financial and medical advice that takes into account your personal objectives, financial situation and needs before making a Booking.
- 12.7. Connector Co is not a party to the terms between you and the Provider. The Provider is solely responsible any services that are the subject of the Booking and you acknowledge that any agreement to relating any services to be provided is a contract solely between the Provider and you.

**13. Disclaimer, warranty exclusions and limitation of liability**

- 13.1. You acknowledge and agree that use of the Platform is at your sole risk. To the fullest extent permitted by law, Connector Co makes no representation or warranty:
  - (a) as to the availability of any product, good, service, process or technology described on the Platform;
  - (b) that the functions contained in the Platform or your access to the Platform will be error-free;
  - (c) that any defects on the Platform or the Materials will be corrected;

- (d) that any information, apparatus, product, software or process used or disclosed on the Platform or any Material accessible from the Platform will be accurate, up to date, complete or useful; or
- (e) that the Platform or the server which stores and transmits the Material to you are free from viruses or any other harmful components.

13.2. To the fullest extent permitted by law, Connector Co its officers, employees, agents and contractors (**Connector Co's Group**) disclaims all warranties of any kind (whether express or implied) in relation to the Platform and the Material and will not be liable for any direct or indirect damage (including special and/or consequential damage, such as loss of business, loss of profits or loss of data) which results from any use or access of, or any inability to use or access the Platform or the Material even if Connector Co or any other member of Connector Co's Group was made aware of the possibility of such damages.

13.3. Without limitation to the foregoing, Connector Co's Group acknowledges that the laws in certain jurisdictions including Australia may imply warranties and conditions or impose obligations on the supply of goods and services through or by means of the Platform which cannot be excluded, restricted or modified except to a limited extent. If any such laws apply, then to the fullest extent permitted by the law of the relevant jurisdiction and in the case of Australia to the extent permitted by *The Australian Consumer Law* in the *Competition and Consumer Act 2010* (Cth), Connector Co's Group limits its liability and if any liability remains it will be limited to any one or more of the following in its sole discretion:

- (a) in the case of any goods, the replacement or repair of the goods, or the supply of equivalent goods, or the payment of the cost of repairing or replacing the goods or supplying equivalent goods; and
- (b) in the case of any services, the supply of the services again or the payment of the cost of having the services supplied again.

13.4. Without limitation to the foregoing, to the fullest extent permitted by law any liability of Connector Co's is limited to the total value of the last Booking made by you and reduced to the extent (if any) that you cause or contribute to the loss or damage.

## 14. Indemnity

14.1. You indemnify Connector Co's Group from and against all Claims, Losses, actions, liabilities, costs and expenses (including legal costs on a full indemnity basis) resulting from your failure to comply with these Terms.

## **15. Termination**

15.1. Connector Co may, in its sole discretion and without prior notice to you, terminate your licence to access to the Platform and the Materials if you breach these Terms.

## **16. Agreement**

16.1. These Terms represent the entire binding agreement between you and Connector Co and our respective successors and assigns, and supersede any and all prior understanding, statements or representations, whether electronic, oral or written, regarding Connector Co, the Platform or the information and contents on the Platform.

## **17. Waivers of any obligations or right**

17.1. No waiver of any obligation or right by Connector Co will be effective unless in writing and executed by Connector Co.

## **18. Applicable law**

18.1. The Platform is controlled by Connector Co from its offices in New South Wales, Australia. Connector Co makes no representation that the Material or the Platform is appropriate or available for use in other locations. Those who chose to access the Platform from locations outside of Australia do so at their own initiative and are responsible for compliance with local laws.

18.2. These terms are governed by and construed in accordance with the laws of New South Wales, Australia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

## **19. Severability**

19.1. If any provision in these Terms is found to be invalid or unenforceable such invalidity or unenforceability will not affect the remainder of these terms and conditions which will continue in full force and effect.