WEBSITE TERMS AND CONDITIONS OF USE

Effective June 2026 · CmyNP Pty Ltd · ACN 697 376 453

1. About the Website

1.1 Welcome to www.cmynp.com.au (Website). The Website provides general information about CMYNP PTY LTD's services, access to online booking and account features, and information about how to contact us.

1.2 The Website is operated by CMYNP PTY LTD (ACN 697 376 453). By accessing our booking service, you agree to be bound by these Terms. If you do not agree to these Terms, you must stop using the Website and our services.

1.3 We may update these Terms from time to time by publishing the updated version on the Website. Changes take effect from the date of publication. We recommend that you review these Terms periodically.

1.4 The Website is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, we do not guarantee that:

(a) the Website will be uninterrupted, error-free or continuously available;

(b) any defects will be corrected;

(c) the Website is free from viruses, malware or other harmful components; or

(d) information on the Website is accurate, complete or current.

1.5 Information on the Website is general in nature and is not intended to be comprehensive, clinical, medical or other professional advice. You should obtain appropriate professional advice relevant to your circumstances.

1.6 Nothing in these Terms excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law or any other law where those rights cannot lawfully be excluded, restricted or modified.

2. Acceptance of the Terms

2.1 By booking an appointment by phone, through the CmyNP website or through the Halaxy practice directory, you agree to be bound by these Terms and Conditions.

3. Registration and use

3.1 To access certain features of the Website or related services, including online bookings or patient portal functions, you may be required to provide personal information, including but not limited to:

(a) your full name;

(b) email address;

(c) mailing address;

(d) telephone number;

(e) emergency contact details;

(f) password or account credentials; and

(g) where relevant to the services requested, personal and health information such as date of birth, Medicare details, medical history, medications, referral information, diagnostic information and other health information reasonably required for administrative, booking or clinical purposes.

3.2 By submitting personal information through the Website or related services, you acknowledge that CMYNP PTY LTD may collect, use, store and disclose that information in accordance with its Privacy Policy.

3.3 You must ensure that information you provide to us is accurate, complete and up to date to the best of your knowledge.

3.4 You must not use the Website or Services if:

(a) you are not legally capable of forming a binding agreement; or

(b) you are prohibited by law from accessing or using the Website or Services.

3.5 We may suspend or terminate your access to the Website or Services where reasonably necessary, including where:

(a) you breach these Terms;

(b) your conduct is abusive, unlawful, threatening or unsafe;

(c) we are required to do so by law; or

(d) continued provision of access is no longer reasonably practicable.

3.6 If we suspend or terminate your access, we will act reasonably and, where applicable, provide you with a reasonable opportunity to access information you have submitted through the Website, subject to our legal and clinical record-keeping obligations.

4. Your Obligations

4.1 You agree that you will:

(a) use the Website and Services only for lawful purposes and in accordance with these Terms;

(b) keep your password and login details secure and confidential;

(c) notify us promptly if you become aware of any unauthorised access to your account or any security breach;

(d) not allow another person to use your account in a way that misrepresents your identity or authority;

(e) not use the Website in connection with spam, scraping, data harvesting, unauthorised framing, or other unauthorised commercial activity;

(f) not upload or transmit any virus, malware or other harmful code;

(g) not use any automated system, bot, script or similar technology to access the Website without our prior written consent; and

(h) comply with all applicable laws when using the Website and Services.

5. Payments

5.1 Payments for services booked or purchased through the Website may be processed using third-party payment providers.

5.2 By making a payment through the Website, you agree to the applicable terms and conditions of the relevant third-party payment provider.

5.3 We do not store full payment card details unless expressly stated otherwise. Payment processing is subject to the privacy and security practices of the relevant payment provider.

5.4 To the extent payment information is handled by us or on our behalf, we will take reasonable steps to protect it in accordance with applicable law.

5.5 If a payment is declined, reversed or remains unpaid, you remain responsible for any applicable fees for services already provided and any reasonable direct costs incurred by us as a result of the failed payment.

6. Refunds

6.1 Except where required by law, fees paid for services are non-refundable.

6.2 We may, acting reasonably, provide a full or partial refund where:

(a) we cancel a booked service and do not offer a suitable replacement;

(b) you have been charged incorrectly;

(c) a prepaid service is not supplied due to our error; or

(d) a refund is otherwise required under the Australian Consumer Law.

6.3 Where a refund is approved, it will usually be processed to the original payment method within 10 business days, subject to banking system timeframes.

6.4 This clause does not limit any rights you may have under the Australian Consumer Law.

7. Copyright and Intellectual Property

7.1 The Website, its design, text, graphics, logos, branding, software, layout, functionality and other content made available by us are owned by or licensed to CMYNP PTY LTD and are protected by Australian intellectual property laws.

7.2 We grant you a limited, non-exclusive, revocable, non-transferable licence to access and use the Website for your personal, non-commercial use and only in accordance with these Terms.

7.3 You must not copy, reproduce, republish, upload, transmit, distribute, modify, adapt or exploit any part of the Website or its content except as permitted by law or with our prior written consent.

7.4 Nothing in these Terms transfers ownership of any intellectual property rights in the Website or its content to you.

7.5 Personal information and health information submitted by or about patients through the Website or related systems is not assigned to you and is not dealt with under this clause as intellectual property. That information is handled by us in accordance with our Privacy Policy and applicable privacy and health records laws.

7.6 We may use third-party service providers, including Halaxy, to host, store, process or transmit information on our behalf for administrative, booking, practice management and clinical service purposes. Our use of those providers is subject to contractual and legal obligations relating to privacy, confidentiality and data handling.

8. Privacy, consent and data collection

8.1 We take privacy seriously. Personal information and health information collected through the Website and related services is handled in accordance with our Privacy Policy.

8.2 Our Privacy Policy explains how we collect, use, store and disclose personal information and health information, how you may request access to or correction of your information, and how you may make a privacy complaint.

8.3 By using the Website or submitting information through it, you acknowledge that your personal information and, where relevant, health information may be collected and handled in accordance with our Privacy Policy.

Nothing in these Terms is intended to replace any separate consent, authority or acknowledgement that may be required for clinical treatment, collection of sensitive information, disclosure to other health practitioners, Medicare-related administration, or other healthcare processes.

By using the Website, completing an online booking form, or interacting with any automated form or booking widget on the Website, you acknowledge that you have read and understood these Terms and our Privacy Policy, and you consent to the collection, use, storage and disclosure of your personal information and health information as described in those documents.

Where you book an appointment or submit information through our booking widget or automated forms, a consent notice will be presented to you prior to or at the time of submission. By proceeding with your booking or submission, you confirm that you: (a) have read and agree to these Terms and our Privacy Policy; (b) consent to CMYNP PTY LTD collecting your personal information and, where applicable, sensitive health information, for the purposes of appointment booking, clinical administration, and the provision of healthcare services; and (c) understand that the collection of your information is required to provide you with our services and is handled in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

Where you are booking on behalf of another person (including a minor or a person for whom you hold authority), you warrant that you have the authority to provide consent on that person's behalf and that the information you provide is accurate and complete.

Your consent to the collection of personal information and health information through the Website does not replace any separate clinical consent that may be required for the provision of healthcare services, treatment, or procedures. Separate clinical consents will be obtained as required by applicable law and professional standards.

You may withdraw your consent to the collection of your information at any time by contacting us using the details published on the Website. However, withdrawal of consent may affect our ability to provide you with our services, and does not affect the lawfulness of any collection or use of your information prior to withdrawal.

9. Liability and Disclaimers

9.1 To the maximum extent permitted by law, and subject to clause 9.4, all express or implied guarantees, warranties, representations or conditions not expressly stated in these Terms are excluded.

9.2 To the maximum extent permitted by law, we are not liable for any indirect, incidental, special or consequential loss, loss of profit, loss of business opportunity or loss of goodwill arising from or in connection with your use of the Website.

9.3 Where liability cannot be excluded but can be limited, our liability is limited, at our option, to:

(a) resupplying the relevant services; or

(b) paying the cost of having the relevant services supplied again.

9.4 Nothing in these Terms excludes, restricts or limits liability for:

(a) rights or remedies that cannot lawfully be excluded under the Australian Consumer Law;

(b) death or personal injury caused by negligence;

(c) fraud or wilful misconduct; or

(d) any liability that cannot lawfully be excluded or limited under applicable privacy, health records or other laws.

10. Termination

10.1 These Terms continue until terminated by you or by us.

10.2 You may stop using the Website at any time. If you hold an account, you may request closure of your account by contacting us through the contact details published on the Website.

10.3 We may suspend or terminate your access to the Website or Services immediately where reasonably necessary, including if:

(a) you materially breach these Terms;

(b) you misuse the Website or Services;

(c) your conduct creates legal, operational or safety risk; or

(d) we are required to do so by law.

10.4 Termination of access to the Website or an account does not affect:

(a) accrued rights or liabilities;

(b) any obligations intended to continue after termination; or

(c) our legal obligations relating to retention of clinical, financial or other records.

10.5 Where reasonably applicable, and subject to legal and clinical record-keeping obligations, we will provide a reasonable process for you to request access to personal information or health records held by us after account closure.

11. Indemnity

11.1 You indemnify CMYNP PTY LTD, and its officers, employees and agents, against loss, damage, liability, cost or expense suffered or incurred by them arising from:

(a) your unlawful use of the Website;

(b) your breach of these Terms;

(c) any information or material you upload or transmit through the Website that infringes the rights of a third party or contains malicious code; or

(d) your misuse of account credentials where you have failed to take reasonable steps to keep those credentials secure.

11.2 This indemnity does not apply to the extent the relevant loss was caused or contributed to by our negligence, fraud, wilful misconduct or breach of law.

12. Dispute Resolution

12.1. Before commencing proceedings

If a dispute arises out of or relates to the Terms, 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).

12.2. Notice:

A party to the Terms claiming a dispute (Dispute) has arisen under the Terms, 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.

12.3. Resolution:

On receipt of that notice (Notice) by that other party, the parties to the Terms (Parties) must:

(a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) If for any reason whatsoever, 28 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 Resolution Institute;

(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(d) The mediation will be held in Southport, Queensland, Australia.

12.4. Confidentiality

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

12.5. Ending the mediation

If 2 months 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.

13. Venue and Jurisdiction

The Website is intended to be accessed by users in Australia, including Queensland and New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of Queensland and New South Wales, and any courts competent to hear appeals from those courts, in respect of any dispute arising out of or in connection with these Terms or the Website.

14. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

15. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

16. Competitor Restrictions

16.1 For the purposes of this clause, a Competitor means a person or entity that accesses the Website for the primary purpose of using confidential information obtained from the Website to unfairly compete with CMYNP PTY LTD.

16.2 This clause does not restrict lawful access to publicly available information on the Website, independent development of similar services, or access by healthcare practitioners, patients, regulators or other persons for legitimate and lawful purposes.

16.3 Nothing in this clause is intended to operate in a way that is contrary to applicable competition law or that unreasonably restrains trade.