

Terms of use

These Terms, together with our Privacy Policy, govern your access to and use of this Site. We may amend or update the Terms at our discretion. You should check this page from time to time to ensure that you are happy with any changes. By continuing to use our Site, you accept the Terms.

1. Use of the Site

You must:

- comply with these Terms at all times;
- ensure that any details you choose to submit to us are current and accurate;
- monitor any electronic system or address designated by you for the purpose of receiving communications (we will not be liable for any delay or failure by you to do so);
- ensure that all information you submit to us, upload to the Site or provide to another user of the Site, is true and correct and does not infringe the rights (including intellectual property rights) of any other person;
- comply with any of our policies or procedures regarding use of the Site as notified to you from time to time; and
- maintain and safeguard the privacy and security of all personal or confidential information that you obtain access to in relation to the Site.

You must not:

- use the Site for any unlawful purpose;
- introduce any Harmful Code (defined at section 6 below) into the Site or use it in a manner that could damage, disable or impair our services or system;
- use any robot, scraper or other means to access the Site for any purpose;
- access information or perform services relating to any other person (unless expressly permitted by us or by that other person to do so); or
- send or post any unsolicited messages or any offensive, inflammatory, defamatory, threatening, abusive, hateful, racist, obscene, fraudulent, deceptive or otherwise unlawful or inappropriate information or material.

2. When we will contact you

We will generally only contact you if you have contacted us first via our Site. We will contact you via email or phone to respond to your submitted requests. In addition, we may contact you in relation to your use (or misuse) of the Site or if we communicate with you in relation to our Privacy Policy.

If you choose to subscribe to updates or newsletters from us, you are consenting to receiving such communications from us. You may opt out of receiving some or all of these communications at any time by using the unsubscribe function on our electronic

communications or contacting us as at any time.

We will not publish, share, or sell your personal or contact information in any way, and if we do, it will only be with your written consent.

3. Third party material and links

Our Site may contain links to other websites which are not owned or operated by Luxcan Health, for your information and convenience. Luxcan Health makes no warranty or representation as to the functionality of these links, the security of those websites or the reliability or accuracy of the information contained on those websites.

4. Intellectual Property

Unless otherwise stated, all copyright and other intellectual property rights subsisting in our newsletters, updates, information and content provided on this Site (Material), including, without limitation, the software, design, text and graphics comprised in the Site and the selection and layout of the Site, are owned by us.

Use of the Material and related graphics on this Site is for information and/or personal use only in accordance with all applicable laws. No documents, graphics or notices (including copyright notices) in our Material or otherwise on this Site are to be modified in any way. Graphics on this Site are not to be used separately from the accompanying text. No part of this Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service.

We also retain all rights in relation to any online documents and forms completed and other information submitted by you and you assign any rights you may have in those materials to us. You agree that we cannot use and adapt any ideas, concepts, techniques, words or images contained in any of those materials for any purpose and without restriction or compensation.

The Site and Material display our trademarks. Explicit written permission is required to use our trademarks, names or logos in any manner (including in publicity releases, advertising, promotional materials, direct mail, education resources, on your website, or in other communications).

5. Liability

Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy.

Despite any provision in these Terms to the contrary, we will not be liable for any consequential, special, incidental, indirect or punitive losses, costs, expenses or damages, whether in contract, tort or otherwise (including negligence) arising out of or in connection with the Site or our performance or non-performance of our obligations under these Terms,

even if we have been advised of the possibility of that damage.

You are liable for and must indemnify us, and our related parties (including our affiliates, partners and contractors) against all losses, costs, expenses (including legal costs on a full indemnity basis), claim or damage suffered or incurred (or agree to pay by way of settlement or compromise) in connection with or arising out of:

- a breach of these Terms (including a representation or warranty);
- fraudulent or dishonest conduct of you or any person you have permitted to use this Site on your behalf;
- a failure to obtain, maintain, and comply with required consents and applicable laws;
- personal injury, death or loss of or damage to real or tangible personal property;
- claims, actions or proceedings by a third party and any investigations by a government body; and
- failure to comply with any obligations of confidence or privacy under these Terms, arising out of any of your acts or omissions or any of your related parties whether accidental or not.

6. General

- In these Terms, “Harmful Code” means any computer code or routine that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans and any new types of programmed threats that may be classified, but excluding passwords, software keys and like features that are security features or intended elements of software used to prevent unauthorised access and use;
- These Terms are governed by the laws in force in the State of New South Wales, Australia. By visiting and using the Site you unconditionally submit to the jurisdiction of the courts of that State and all courts with jurisdiction to hear appeals from those courts.
- In the event of a dispute arising, we are committed to resolving disputes amicably and efficiently. Attempts to informally resolve any dispute, including via mediation, must be exhausted before any formal legal proceedings or arbitrations may be commenced.
- If any one or more of the provisions of these Terms are invalid or otherwise unenforceable, to the extent possible the provision should be read down to reflect the intent of the parties and the enforceability of remaining provisions shall be unimpaired.

7. Want to get in touch?

If you have any queries in relation to our Terms, accessibility or are seeking permission to use any of our intellectual property, please contact us at admin@luxcanhealth.com

We welcome your enquiries and comments.