

## READYCARE TERMS OF USE

1 JULY 2015

### 1. What is the ReadyCare Service?

- 1.1 In these terms of use, the **ReadyCare Service** refers to the products and services provided by Telstra ReadyCare Pty Ltd (ACN 601 537 928) (**ReadyCare, we, our or us**).
- 1.2 The ReadyCare Service is conducted in English and may include:
  - (a) a telephone service for enquiries about the service, including its suitability for a consultation in relation to a particular customer's condition, illness or injury;
  - (b) a telephone booking service for telephone or videoconference consultations with general practitioners (**GPs**);
  - (c) the provision of medical consultations by ReadyCare GPs by telephone or videoconference (**Medical Consultations**);
  - (d) the delivery of information and services through the [www.readycare.telstra.com](http://www.readycare.telstra.com) website and/or the ReadyCare mobile application (**ReadyCare Website**); and
  - (e) access to an additional translator service (that may be available in some circumstances) for which an additional fee may apply.
- 1.3 Depending on a number of factors, a Medical Consultation may include some or all of the following:
  - (a) examination of the medical history and symptoms of the relevant patient;
  - (b) receipt and review of relevant clinical information by a ReadyCare GP;
  - (c) provision of advice and recommendations to the patient as to care and treatment;
  - (d) prescription of pharmaceuticals;
  - (e) referral to a third party provider; and
  - (f) delivery of relevant clinical information from a ReadyCare GP to another health service provider.
- 1.4 Some of the relevant factors in determining the content of a Medical Consultation will include the individual patient's condition, illness or injury, the patient's wishes and consents, local law requirements and clinical appropriateness.
- 1.5 The ReadyCare Service cannot be used for emergency or life threatening conditions, illnesses or injuries. If you need emergency assistance please call 000 for immediate help.
- 1.6 The ReadyCare service and ReadyCare GPs are located in and provided in and from Australia in accordance with Australian medical regulation and standards. If you access the ReadyCare Service and ReadyCare GPs from jurisdictions outside of Australia, you acknowledge and agree that :
  - (a) the ReadyCare service and ReadyCare GPs are not registered to practice medicine in jurisdictions outside of Australia;

(b) in jurisdictions outside of Australia, the ReadyCare service and practice by ReadyCare GPs:

- (i) is limited to the provision of general advice by a ReadyCare GP in accordance with Australian medical standards; and
- (ii) does not include treatment of your condition by a ReadyCare GP, including prescribing pharmaceuticals, issuing medical certificates or referrals to specialist treatment.

1.7 Some other conditions and circumstances will also not be appropriate for the ReadyCare Service. ReadyCare will determine this on a case by case basis at its complete discretion.

## **2. Application of terms of use**

2.1 These terms of use apply to your access to and use of the ReadyCare Service.

2.2 By accessing or using the ReadyCare Service you agree to be bound by these terms of use. If you do not agree to these terms of use then you must not access or use the ReadyCare Service.

## **3. Eligibility and Registration**

3.1 To be eligible to access and use the ReadyCare Service you must:

(a) meet the following criteria:

- (i) be at least 18 years old or have a parent or legal guardian present while using the ReadyCare Service;
- (ii) only access and use the ReadyCare Service in relation to yourself (that is, where you are the relevant patient) or your dependent child;
- (iii) any other eligibility criteria specifically notified to you; and

(b) register to use the ReadyCare Services in accordance with our registration process.

3.2 As part of the registration and booking process, you will be required to provide certain information about yourself to enable us to verify your identity and eligibility for the ReadyCare Services. This information must belong to you and be true, accurate, complete and up to date, and by registering you warrant to us that this is the case. If any of the registration information changes then you must promptly notify us of those changes.

3.3 If you wish to use the ReadyCare Service for a dependent child we will also require you to provide the child's details and verify that you are the child's parent or legal guardian.

3.4 If your Medical Consultation is to be paid by a ReadyCare corporate customer, we may request further information from you to verify eligibility for that (as determined by the relevant ReadyCare corporate customer).

3.5 We may require additional information to verify your registration.

3.6 You may be issued with a user name and password and be required to provide answers to security questions in order to access and use the ReadyCare Service.

- 3.7 It is your responsibility to maintain the confidentiality and security of your password and answers to security questions and for any activity that occurs under your user name and password. You must notify us immediately of any unauthorised access to or use of your account of which you become aware.
- 3.8 As a condition of your registration, you warrant to us on a continuing basis that you will only access and use the ReadyCare Service in relation to yourself (that is, where you are the relevant patient) or your dependent child, and not for or on behalf of any other person.

## **4. Bookings**

- 4.1 When you have completed the registration process, you may request a booking for a Medical Consultation.
- 4.2 A booking will be for a window of time, typically 30 minutes in length, on an agreed day during which ReadyCare will call you.
- 4.3 You must ensure you are available and answer our call during the booking window, or return our call immediately if it goes to voicemail.

## **5. Nature of consultations**

- 5.1 ReadyCare offers GP consultations by telephone (and in some cases, videoconference) to customers.
- 5.2 Not all GP consultations are appropriate for telephone or videoconference consultation and each proposed consultation must be assessed on a case by case basis. ReadyCare has adopted strict policies regarding the type of consultations and services that are clinically indicated to be suitable for telephone or videoconference Medical Consultations. Some of the limitations are outlined further below in relation to referrals, medical certificates and prescriptions.
- 5.3 Before each proposed Medical Consultation booking, you will need to provide information to our staff to assist them to assess whether a Medical Consultation is appropriate in that case.
- 5.4 The benefits and risks of a telephone or videoconference consultation may include the following:
  - (a) Benefits – the benefit of a telephone or videoconference consultation may include reduced waiting time to see a GP, avoidance of the need to travel to see a GP and reduced absence from work; and
  - (b) Risks – there are physical limitations in providing telehealth services, including technical issues and while ReadyCare uses industry standard systems, there remains some risk of security issues.
- 5.5 The service may not achieve everything that is needed and it may be necessary for you to attend a face-to-face visit with a GP, or attend a further telephone or videoconference consultation.
- 5.6 You may elect to cease a consultation at any time, including during a consultation.
- 5.7 You have the option of a face-to-face consultation with another GP but this is not a service that ReadyCare offers.

## **6. Complementary GP service**

- 6.1 The ReadyCare Service is intended to operate as an additional complementary GP service, and not as a substitute or replacement for your regular GP service. If you do not have a regular GP, we will not be able to provide some services to you that require follow up treatment, including referrals to a specialist.
- 6.2 We will ask you who your regular GP is when you register for the ReadyCare Service.
- 6.3 We will list your nominated regular GP as the recipient for all further follow up reporting.
- 6.4 You should not nominate the ReadyCare service as your regular GP.
- 6.5 We will request your consent to us providing your nominated regular GP or other health practitioners involved in your care with information about your consultations with us. If you give your consent this means we may discuss your healthcare with another health provider without your direct involvement.

## **7. Prescriptions**

- 7.1 In appropriate circumstances, ReadyCare GPs may issue emergency prescriptions or prescriptions for regular medications if they consider this is clinically appropriate.
- 7.2 A call back within 72 hours must be scheduled for any patient for whom a prescription has been provided.
- 7.3 It is either not appropriate or not legal for ReadyCare GPs to prescribe some medications, including benzodiazepines, any medications listed in Schedule 8 of the Poisons Standard 2013 (Cth) and certain medications to Tasmanian patients due to state laws. These medications will not be prescribed by ReadyCare GPs in any circumstances.

## **8. Medical certificates**

- 8.1 GPs have a responsibility to obtain sufficient factual information through history and examination of a patient to issue a medical certificate.
- 8.2 In some cases a GP may be unable to do this on a telephone or video consultation and it may be necessary for you to attend a face-to-face visit with a GP.
- 8.3 Under ReadyCare company policies, ReadyCare GPs are not permitted to issue medical certificates in certain circumstances, such as for military sick leave, for students during exams, to carers where ReadyCare GPs have not examined the patient, certificates for elective medical treatment, retrospective certificates or extensions to certificates issued by other doctors. In addition, ReadyCare GPs are only permitted to issue medical certificates for limited days and times in a year.

## **9. No medical advice other than by GP**

- 9.1 Any information on or accessed via the ReadyCare Website and any information ReadyCare provides to you (by whatever means of communication) is intended for information and educational purposes only and, other than the GP consultation, is not intended to be a substitute for medical advice, diagnosis and treatment, or to cure or prevent disease.

## 10. Recording of calls

- 10.1 ReadyCare seeks to record all telephone calls with customers to ensure it maintains its high standards of clinical care, and for verification and training purposes.
- 10.2 We will not record any video consultation with you.
- 10.3 We will not proceed with your registration if we cannot record the initial telephone call with you where we obtain your details and agreement to these terms of use and our Privacy Statement.
  - (a) We will request your consent to record all other calls with you, including Medical Consultations. Subject to any eligibility criteria, if you do not give that consent we can proceed with Medical Consultations on an unrecorded basis.
  - (b) If you give your consent, we will record all calls (including Medical Consultations) with you. You may request that we stop recording at any time.
- 10.4 While ReadyCare will use systems to protect against privacy and security breaches, it is possible that the recording of a consultation may be affected by hacking or other security breaches. Where you have agreed to recording of consultations, you acknowledge and accept this risk.
- 10.5 You must not audio or visually record or transmit any ReadyCare Service or Medical Consultation without the prior written consent of ReadyCare.

## 11. Transmission of photographs

- 11.1 We may request that you provide a photograph to us for clinical purposes to assist the GP undertaking your Medical Consultation.
- 11.2 You must inform us of the date a photograph was taken when sending a photograph to us, if it was not taken on the same day as it is sent to us. You must not send us a photograph of any other person other than you or your dependent child.
- 11.3 You must only transmit such images to us as are necessary for the GP to provide a Medical Consultation to you. You must not send images that contain unnecessarily sensitive content which is not required for clinical purposes. You must not send us any material that is of a sexual nature or may be considered offensive.
- 11.4 You must also take care to follow the instructions provided by ReadyCare in transmitting the image to ReadyCare, particularly in the context of the risk of inadvertent transfer and disclosure to a third party.
- 11.5 In transmitting any photograph to us, you give your express acknowledgement and consent to the disclosure and use of the image by ReadyCare for the purpose of the teleconsultation with you, and all disclosure and use as reasonably necessary to facilitate that consultation. For the avoidance of doubt this may include disclosure of the photograph to technical, administrative and other staff supporting the ReadyCare Service.
- 11.6 If you consent, we will also use de-identified images for training and education purposes to improve the quality of the ReadyCare Services.
- 11.7 When we receive the photograph it will form part of your medical record.

## 12. Your email and mobile phone

- 12.1 When you register with us we will request your email and mobile phone number.
- 12.2 It is important to note that we will need to communicate with you via email and phone in relation to the ReadyCare Services.
- 12.3 If you send information from a system provided by your workplace, you should also be aware of any policies that allow your employer to view your emails and attached documents and images.
- 12.4 As we will need to communicate with you via your email account and mobile phone, you will need to ensure that you keep them secure. We recommend that you ensure:
  - (a) your email account password is unique and strong, and that you change it regularly; and
  - (b) you use a PIN to protect your mobile phone from others accessing it.

## 13. Attending a Medical Consultation

- 13.1 When booking a Medical Consultation, we will provide you with the details for your Medical Consultation.
- 13.2 If we agree to provide you with a video consultation we will send you the minimum technical requirements and recommendations to ensure a high quality connection is established.

## 14. Fees

- 14.1 To secure a booking for a Medical Consultation, you will be charged a fee for a Medical Consultation (**Fee**), which will be advised by ReadyCare.
- 14.2 If the Fee for your Medical Consultation is to be paid by a ReadyCare corporate customer, we will need to check your eligibility as determined by that corporate customer.
- 14.3 If you are required to pay the Fee personally you will need to have an eligible credit or debit card to make payment.
- 14.4 A Medical Consultation will not attract any rebate under either Medicare or private health insurance.
- 14.5 Cancellation fees
  - (a) You can cancel an appointment by telephoning 1800 732 392.
  - (b) You will only be entitled to a refund if you cancel your appointment at least 24 hours prior to the time of the appointment.
- 14.6 If you do not answer our call or return our call during the booking window, you will forfeit the booking for the Medical Consultation and still be liable to pay the Fee.
- 14.7 You must meet the costs of accessing the service, including any fees and charges from your mobile network in relation to your access and use of the ReadyCare Service, including data usage charges.

## 15. Intellectual Property

- 15.1 We (or our licensors) retain ownership of all intellectual property rights in and to the ReadyCare Service.
- 15.2 You (or your licensors) retain ownership of all intellectual property rights in any content that you submit to the ReadyCare Service.
- 15.3 Nothing in these terms of use transfers any intellectual property or proprietary rights in and to the ReadyCare Service, including any content available through the ReadyCare Website.
- 15.4 We grant you a limited, revocable, personal, non-transferable, non-exclusive licence to use and access the ReadyCare Service for your personal and non-commercial purposes only. For clarity, except as permitted by the *Copyright Act 1968* (Cth) you must not:
- (a) copy, upload, transmit, reproduce, distribute or in any way exploit or commercialise any services, content, technology or intellectual property rights obtained through the ReadyCare Service;
  - (b) reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble, disable or tamper with any part of the software forming part of the ReadyCare Service;
  - (c) rent, lease, lend, resell or sublicense your rights to use and access the ReadyCare Service or any content available through the ReadyCare Service; or
  - (d) provide any third party with access to the ReadyCare Service without our prior written permission.
- 15.5 You grant us a royalty-free, sub-licensable, transferable, irrevocable, worldwide and perpetual licence to use, reproduce, adapt and display any contributions you make to the ReadyCare Service in connection with our operation of the ReadyCare.

## 16. Acceptable Use

- 16.1 In accessing and using the ReadyCare Service (including transmitting any images) you must ensure that you do not:
- (a) breach any laws, or encourage or assist the commission of any illegal act;
  - (b) infringe any person's rights, including intellectual property and proprietary rights, rights of confidentiality or contractual rights;
  - (c) impersonate any other person; or
  - (d) engage in conduct which is unlawful, defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person, or which will or is reasonably likely to damage our reputation or our services (including the ReadyCare Service).

## 17. ReadyCare Website

- 17.1 The ReadyCare Website is provided to you by ReadyCare. We may licence aspects of the ReadyCare Website from third parties.

- 17.2 The ReadyCare Website may contain links to third party websites and advertisements that may include embedded links (**Third Party Sites**). A link or reference to a Third Party Site does not imply that we or our licensors endorse them or their content and we make no representations whatsoever in this regard.
- 17.3 We do not accept any liability in connection with the use or content of any Third Party Site.
- 17.4 You should contact the relevant third party directly if you have any queries or concerns regarding the Third Party Site.
- 17.5 Some of the content available through the ReadyCare Website is provided to us by third parties (and by yourself), and is accordingly made available on an 'as is' basis. We are not responsible for any such content included on, or accessed through, the ReadyCare Website and do not provide any warranty in this regard (to the extent permitted by law).
- 17.6 If you see any content on ReadyCare Website that you think is wrong, please report it to [enquiries@readycare.telstra.com](mailto:enquiries@readycare.telstra.com) or 1800 732 392.
- 17.7 We do not guarantee that the ReadyCare Website is always accurate, error or defect free, uninterrupted or reliable, or that it will be compatible with any of your other systems or services, and make no representations or warranties as to the timeliness, accuracy, suitability, quality, speed or completeness of any information, content, products or services available via the ReadyCare Website.
- 17.8 We do not accept responsibility or liability for any interruption or discontinuance of any or all functionality of the ReadyCare Website.
- 17.9 Further, since the internet is not a fully secure environment, we cannot guarantee that the ReadyCare Website is free from viruses or other harmful code, or the security of any information you transmit to or via the ReadyCare Website. Access to and use of the ReadyCare Website is at your own risk.
- 17.10 We are not under any obligation to provide any updates, new releases or maintenance of the ReadyCare Website.

## **18. Liability**

- 18.1 You must not use the ReadyCare Service for any purpose not permitted or contemplated by these terms of use (or otherwise not authorised by us), or which is unlawful.
- 18.2 To the extent permitted by law:
- (a) you are responsible for your access to and use of the ReadyCare Service, including for other people's use of the ReadyCare Service using your user name, password and/or answers to security questions (with or without your permission);
  - (b) we are not in any way liable to any party for any indirect, incidental, special or consequential damages or loss (without limitation including damages for loss of profits, business interruption, loss of information or damage to systems due to viruses or other harmful components) arising from the provision of, or your access to or use of, the ReadyCare Service;

- (c) any guarantee, warranty, term or condition is implied or imposed into these terms of use by legislation and cannot be excluded, then our liability for breach of that guarantee, warranty, term or condition is limited to one or more of the following to the extent permitted by law (at our option):
  - (i) in the case of goods, the replacement of the goods or supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
  - (ii) in the case of services, the re-supply of the services, or the payment of the cost of re-supplying the services.

## 19. Privacy and health records

- 19.1 We will comply with applicable privacy and health records laws and the ReadyCare Privacy Statement in the collection, handling and use of any personal information about you that we acquire in connection with your use of the ReadyCare Service.
- 19.2 The ReadyCare Privacy Statement explains how we may use and disclose that information. In particular, we will use your personal information for the purposes of supplying the ReadyCare Service, ongoing development of the service and the other purposes set out in the statement.
- 19.3 A copy of the ReadyCare Privacy Statement is available at [www.readycare.telstra.com](http://www.readycare.telstra.com).

## 20. Complaints and disputes

- 20.1 If you have any concerns or complaints regarding the ReadyCare Services, please report it to [enquiries@readycare.telstra.com](mailto:enquiries@readycare.telstra.com) or 1800 732 392.
- 20.2 If a ReadyCare corporate customer is paying for the ReadyCare Services to you:
  - (a) You acknowledge that complaints that relate to the ReadyCare Services should be made to us, whereas complaints regarding your coverage eligibility or in relation to our corporate customer should be addressed to them; and
  - (b) You agree that you will not bring a complaint against the corporate customer that relates to the ReadyCare Services or a complaint against ReadyCare that relates to your coverage eligibility or to your relationship with the corporate customer.
- 20.3 While we hope that we will be able to resolve any complaints you may have without needing to involve third parties, you may also be able to lodge a complaint with a relevant regulator in your State or Territory.

## 21. Changes

- 21.1 We may change, suspend or discontinue any part of the ReadyCare Service at any time in our sole discretion and without any liability to you.
- 21.2 We may revise, change or modify these terms of use at any time by making updated terms of use available through the ReadyCare Website. Continued use of the ReadyCare Service will be deemed acceptance of the updated terms of use.

## 22. Termination

- 22.1 We reserve the right to decline, suspend or terminate your access to the ReadyCare Service (including during a call with you), or cease the ReadyCare Service in its entirety, at any time for any reason, including for a breach of these terms of use by you or for our own business reasons. If this occurs you will no longer be able to access some or all of the ReadyCare Service, as determined by us.
- 22.2 Where we terminate your ReadyCare registration or a ReadyCare Service for a breach of these terms of use by you, we will have no liability to you.
- 22.3 Where we terminate your ReadyCare registration for our own business reasons, we will refund you any prepaid Medical Consultations which you have not used.
- 22.4 To the extent permitted by law, you will not otherwise be entitled to a refund of any prepaid Medical Consultations.
- 22.5 If your access to the ReadyCare Service is terminated we will retain your information in accordance with applicable regulatory requirements.

## 23. General

- 23.1 *Entire agreement:* These terms of use comprise the entire agreement between you and us in relation to your access to and use of the ReadyCare Service.
- 23.2 *Applicable law:* The provision of the ReadyCare service and these terms of use, including all of the rights and duties of the parties arising from or relating in any way to the provision of the ReadyCare service and these terms of use, are governed by the laws of New South Wales, and we and you each submit to the exclusive jurisdiction of those courts.
- 23.3 *Severability:* If any of these terms of use are invalid, unenforceable or illegal, the remaining terms of use will continue to apply.
- 23.4 *Assignment:* You must not assign or novate these terms of use or otherwise deal with their benefit or a right under them without our prior written consent, which may be withheld at our absolute discretion. We may at any time, without notice to you, novate or assign our rights and obligations under these terms of use, and to the extent necessary you hereby consent to such novation, assignment or transfer.
- 23.5 *Waiver:* No waiver of a right or remedy under these terms of use is effective unless it is in writing and signed by the party granting it.

*Contact:* All correspondence regarding these terms of use or the ReadyCare Service should be addressed to [enquiries@readycare.telstra.com](mailto:enquiries@readycare.telstra.com) or 1800 732 392.