

Terms & Conditions – Individual User

1. Introduction

1.1 Emergency Mx Solutions Pty Ltd ACN 644 753 444 trading as Emergency Medication Mx (“we”, “us” and “our” and “eMedMx”) provides emergency medication management services for the purposes of assisting customers to manage their emergency medication requirements.

1.2 For the purposes of these terms and conditions, the following definitions apply:

“**Emergency Medication**” means the medication prescribed by a medical practitioner to be used in emergency situations by an Individual User or the family member of an Individual User to treat applicable conditions or reactions.

“**Emergency Medication Device**” means the applicable equipment/device used to administer a particular type of Emergency Medication.

“**eMedMx**” means Emergency Mx Solutions Pty Ltd ACN 644 753 444 trading as Emergency Medication Mx.

“**Individual User**” means individual customers of eMedMx who are managing their individual Emergency Medication requirements or the Emergency Medication requirements of members of their family.

“**Organisation User**” means organisation customers of eMedMx, such as schools or child care centres, who are managing the Emergency Medication requirements of their patrons.

“**Packages**” means the applicable packages available to Individual Users being:

- (a) “**Individual Package**” management of Emergency Medication for 1 person (3 Emergency Medication Devices).
- (b) “**Family Package**” management of Emergency Medication for 3 people (3 Emergency Medication Devices per person).
- (c) “**Family Plus Package**” management of Emergency Medication for 6 people (3 Emergency Medication Devices per person).
- (d) Any other or further package offered to the Individual User by eMedMx from time to time.

“**Services**” means those specified in Clause 3.

“Terms & Conditions” means these terms and conditions and any other instructions, notifications of documents send by eMedMx from time to time. A reference in the Terms & Conditions to the singular includes the plural and vice versa.

- 1.3 These Terms & Conditions apply to Individual Users of eMedMx and Organisation Users should refer to the relevant terms and conditions for services provided to them.
- 1.4 eMedMx reserves the right to change the Terms & Conditions at any time without notice, subject to applicable Federal or State/Territory legislation, by posting such changes on our website www.emedmx.com.au.
- 1.6 The laws of the various State/Territories in which the relevant Individual User resides apply to the Terms & Conditions.
- 1.7 By using eMedMx’s services and website Individual Users agree to abide by these Terms & Conditions and any amendments to the Terms & Conditions as posted to our website.
- 1.8 If any of these Terms & Conditions is found to be invalid or unenforceable, that invalidity or unenforceability will not affect the remainder of the Terms & Conditions, which will continue in full force and effect.

2. Membership Package

- 2.1 To purchase a Package, an Individual User must sign up for a suitable Package on the eMedMx website and correctly complete the details required on the online purchase platform and make the relevant payment.
- 2.2 The person who completes the purchase of a Package will be the relevant Individual User with whom eMedMx is dealing regardless of whether the relevant Emergency Medication is to be used by that Individual User or a family member of that Individual User. The Individual User is deemed to have agreed to and accepted these Terms & Conditions upon purchasing a Package.
- 2.3 Purchasing of a Package is strictly only available to the following persons (“Eligible Person”):
 - (a) residents of Australia.
 - (b) persons who are at least 18 years old.
- 2.4 All monetary values for Packages are listed in Australian Dollars (AUD).

3. Services

- 3.1 The Individual User acknowledges that eMedMx provides a platform for the storage of information provided by the Individual User regarding Emergency Medication for that Individual User or family members of the Individual User and provides reminders to Individual Users regarding the expiry dates of Emergency Medication based on the information provided by the Individual User.

3.2 Specifically, the Individual User agrees and acknowledges that the services provided by eMedMx are limited to the following:

- (a) Provision of an online data management platform for the entry and recording of data relevant to the Emergency Medication of Individual Users or nominated family members of Individual Users.
- (b) Reminders by email and SMS to the email address and phone number nominated by Individual Users in respect of expiry dates of relevant Emergency Medication on the following milestones:
 - 2 months from the expiry date of each Emergency Medication.
 - 1 month from the expiry date of each Emergency Medication.
 - On the expiry date of each Emergency Medication.

3.3 The Individual User agrees and acknowledges that eMedMx are not responsible for:

- (a) Obtaining consent of nominated emergency contact persons for their contact information to be provided to eMedMx to facilitate the delivery of the Services by eMedMx.
- (b) Providing or maintaining up to date and accurate contact information of emergency contact persons nominated by the Individual User to facilitate the delivery of the Services by eMedMx.
- (c) Providing information regarding Emergency Medication on signing up for a Package.
- (d) Updating information regarding new or replacement Emergency Medication.
- (e) Providing medical advice of any kind and in particular in respect of Emergency Medication requirements of an Individual User or a family member of an Individual User.

3.4 The Individual User agrees and acknowledges that it is solely responsible for updating information held by eMedMx whenever:

- (a) Obtaining consent of nominated emergency contact persons for their contact information to be provided to eMedMx to facilitate the delivery of the Services by eMedMx.
- (b) Providing or maintaining up to date and accurate contact information of emergency contact persons nominated by the Individual User to facilitate the delivery of the Services by eMedMx.
- (c) An Emergency Medication expires and is replaced by new Emergency Medication.
- (d) An Emergency Medication is used and is replenished with new Emergency Medication.
- (e) The Emergency Medication requirements of an Individual User or family member of an Individual User change for whatever reason.

4. Payments

4.1 Packages must be purchased in Australian dollars by credit / debit card or any other payment method which eMedMx advises is accepted.

4.2 Only Packages that have been paid for in full will be activated and the applicable Services provided.

5. Refunds & Anti-Money Laundering (AML) Policy

5.1 We will allow refunds for the purchases of Packages in circumstances where the Package is cancelled before the relevant Services have been provided.

5.2 The method of requesting a refund depends on the payment gateway through which the Package was initially purchased.

5.3 Refunds will only be issued via the same method in which payment was originally received and will be processed in Australia dollars.

5.4 The above refund policy is designed to prevent money laundering activities by way of purchasing Packages.

6. Hyperlinks, Advertising, Sponsors & Third Party Content

6.1 Our website or application may contain the content of third parties (Third Party Content). This content may include but is not limited to hyperlinks to external (third party) websites or program sponsors. None of these things is to be taken as an endorsement, recommendation or approval of the third party, or sponsor or their products or services. We accept no responsibility for the accuracy, currency or suitability or otherwise regarding Third Party Content. Any use or reliance on such content is at your own risk and we do not accept liability for any loss, damage, costs or expenses arising as a result of the use or reliance.

6.2 Where hyperlinks to third party websites are provided, we make no claims regarding the suitability or otherwise of the third party's products or services to your needs, nor does it warrant the third party website is free of viruses, trojans or other malicious software.

7. Privacy and Pharmacy Partners

7.1 Individual Users agree that the purchase of a Package constitutes an invitation for us to inform our 3rd party pharmacy partners to contact Individual Users in relation to offering to supply Emergency Medication to fulfil or replenish Emergency Medication requirements.

7.2 Individual Users acknowledge that they are not obligated to purchase Emergency Medication from our 3rd party pharmacy partners and that the offers received are for the purposes of convenience.

7.3 Individual Users agree and acknowledge that service-related communications will be sent to nominated contact details, subject to our Privacy Policy, regardless of contact preference. These service-related communications will include reminders in respect of applicable Emergency

Medication and, by way of example only, updates to the Terms & Conditions, updates to our privacy policy and anything else required to fulfil our Services.

- 7.4 Our Privacy Policy is available on our website www.emedmx.com.au for information on how we deal with personal information.

8. Disclaimer

- 8.1 The Individual User acknowledges that any and all products, brand names, logos, images and/or trademarks as displayed or referred to on our website or any other communications from us are owned by the respective trademark owners. We do not warrant or hold ourselves out as having any affiliation with any trademark owner.
- 8.2 The Individual User agrees and acknowledges that all information regarding applicable Emergency Medication is provided to us by the Individual User and while we use all reasonable endeavours to prompt Individual Users to ensure that information on this website is correct and to provide updated information as may be required we do not warrant the accuracy or completeness of the information provided and will not be held liable for any inaccuracy, omission, variation or error.
- 8.3 To the extent permitted by law, including pursuant to schedule 2 of the *Competition and Consumer Act 2010 (Cth)* ('Australian Consumer Law'), we shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Services (including but not limited to direct, indirect or consequential loss or damage or personal injury to the Individual User or family members of the Individual User).
- 8.4 Our services come with guarantees that cannot be excluded under the Australian Consumer Law.
- (a) For major failures with the service, Individual Users are entitled:
- (i) to cancel their agreement with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value; and
 - (iii) to be compensated for any other reasonably foreseeable loss or damage.
- (b) If the failure does not amount to a major failure Individual Users are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel their agreement with us and obtain a refund for the unused portion of the contract.

9. Our Contact Details

- 9.1 Queries about these Terms & Conditions should be directed as under:

Email: admin@emedmx.com.au