

Terms & Conditions – Organisation 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 Organisation User to treat applicable conditions or reactions of patrons of the Organisation User.

“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) **“5 People”** management of Emergency Medication for 5 people (3 Emergency Medication Devices per person).
- (b) **“20 People”** management of Emergency Medication for 20 people (3 Emergency Medication Devices per person).
- (c) **“50 People”** management of Emergency Medication for 50 people (3 Emergency Medication Devices per person).
- (d) Any other or further package offered to the Organisation 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 or documents sent 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 Organisation Users of eMedMx and Individual 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 Organisation User is located apply to the Terms & Conditions.
- 1.7 By using eMedMx’s services and website Organisation 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 Organisation 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 contact person for the Organisation User with whom eMedMx is dealing, unless otherwise nominated by the Organisation User, and must be authorised to agree to these Terms & Conditions on behalf of the Organisation User.
- 2.3 The person who completes the purchase of a Package on behalf of the Organisation User warrants to us that it is authorised to agree to these Terms & Conditions on behalf of the Organisation User and is deemed to have agreed to and accepted these Terms & Conditions upon purchasing a Package.
- 2.4 Purchasing of a Package by an Organisation User is strictly only available to organisations located in Australia.
- 2.5 All monetary values for Packages are listed in Australian Dollars (AUD).

3. Services

- 3.1 The Organisation User acknowledges that eMedMx provides a platform for the storage of information provided by the Organisation User regarding Emergency Medication of patrons of that

Organisation User and provides reminders to Organisation Users regarding the expiry dates of Emergency Medication based on the information provided by the Organisation User.

3.2 Specifically, the Organisation 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 patrons of Organisation Users.
- (b) Reminders by email and SMS to the email address and phone number nominated by Organisation 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 Organisation User agrees and acknowledges that eMedMx are not responsible for:

- (a) Obtaining consent of patrons (or parents or guardians of patrons) for their participation in the provisions of the Services or the sharing of their information in order for the Organisation User to receive the Services.
- (b) Providing or maintaining up to date and accurate contact information of patrons of the Organisation 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 a patron of the Organisation User.

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

- (a) Obtaining consent of patrons (or parents or guardians of patrons) for their participation in the provision of the Services or the sharing of information in order for the Organisation User to receive the Services and for notifying us if a particular patron has opted out of the Services.
- (b) Providing and maintaining up to date and accurate contact information of patrons of the Organisation 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 a patron of the Organisation 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 Organisation Users agree that the purchase of a Package constitutes an invitation for us to inform our 3rd party pharmacy partners to contact patrons of Organisation Users in relation to offering to supply Emergency Medication to fulfil or replenish Emergency Medication requirements.

- 7.2 Organisation Users acknowledge that their patrons are not obligated to purchase Emergency Medication from our 3rd party pharmacy partners and that the offers are for the purposes of convenience.
- 7.3 Organisation Users agree and acknowledge that service-related communications will be sent to nominated contact details, subject to our Privacy Policy. 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 Organisation 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 other trademark owner.
- 8.2 The Organisation User agrees and acknowledges that all information regarding applicable Emergency Medication is provided to us by the Organisation User and while we use all reasonable endeavours to prompt Organisation 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 The Organisation User agrees and acknowledges that it is responsible for notifying us if a patron (or the parent or guardian of a patron) has opted out of the Services and we accept no responsibility nor shall we be liable for any loss or damage of whatsoever nature through or in connection with the unauthorised sharing of information about a patron by the Organisation User.
- 8.4 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 Organisation User or family members of the Organisation User).
- 8.5 Our services come with guarantees that cannot be excluded under the Australian Consumer Law.
- (a) For major failures with the service, Organisation 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 Organisation 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