

Disclaimers

We provide a service allowing you to obtain personalized, comprehensive diagnostics and insights about your health via online assessments and Consultations with a medical practitioner (**Services**). If you require immediate medical attention, contact your treating general practitioner or call 000.

If you are in doubt about the seriousness of your condition, the appropriateness or effectiveness of using our Services or believe that you, or another person is in an urgent, dangerous or emergency situation, you should not use our Services and instead contact 000 immediately or seek alternative and appropriate medical services.

As part of our services, our role is limited to referring you to an applicable third party Australian registered medical practitioner or specialist. The medical practitioner or specialist may, based on their own judgements, medical expertise and assessment of your suitability for such treatments, provide alternative medicines or treatments to you. We are not responsible for, nor do we make any guarantees as to, medical advice, products or services that a third party (including a medical practitioner) may provide you.

Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you accept our Terms are set out below:

1. We will handle your personal information in accordance with our privacy policy, available at www.mytelehealthclinic.com.au
2. Subject to your Consumer Law Rights:
 - our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates; and
 - we will not be liable for you not providing us or a Third Party Medical Provider with correct and complete current health and medical information, any negligence or errors made by a Third Party Medical Provider, failure to follow any reasonable instructions provided to you by us, Consequential Loss or delays or failures in performance due to Force Majeure Events.

These Terms does not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Acceptance

1.1 These terms and conditions (**Terms**) are entered into between My Telehealth Medical Services Pty Ltd ABN 86 667 533 388 (**we, us or our**) and you, together the **Parties** and each a **Party**.

1.2 We provide an online platform (**Platform**) where you can make a booking for an initial health consultation (**Consultation**) with an Australian registered medical practitioner or nurse practitioner (**Clinician**) who will discuss your health with you and recommend a course of action to assess your health.

1.3 You accept these Terms by the earlier of (a) accepting these Terms on the Platform; (b) filling out the consultation form on our Platform (**Consultation Form**); or (c) making payment of any part of the Fees.

1.4 These Terms will terminate upon the completion of the Services in your Booking (as determined by us).

2. Services

Our services consist of providing you with:

(a) An initial or subsequent general consultation with a Medical Practitioner;

(b) A new or repeat prescription request for medication;

(c) COVID-19 consultation;

(d) A medical certificate request;

(e) Mental Health Treatment Plans; and

(f) Psychologist consultation

together the **Services**.

In consideration of your payment of the Fees, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.

If these Terms express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.

3. Third Party Providers

You acknowledge and agree that access to the Platform may be reliant on certain third party providers (**Third Party Providers**), including IT providers or CRM providers. You agree to comply with the terms and conditions applicable to the relevant Third Party Providers (**Third Party Terms**) at all times.

You acknowledge and agree that if you do not agree to any Third Party Terms, this may affect our ability to provide the Services.

To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with any Third Party Terms.

This clause 3 will survive the termination or expiry of these Terms.

4. Third Party Medical Providers

You acknowledge and agree that:

(a) where we have provided you with any referrals for third party medical providers (**Third Party Medical Providers**) that you are responsible for booking an appointment with the relevant Third Party Medical Providers;

(b) you will comply with the terms and conditions applicable to the relevant Third Party Medical Providers and any reasonable instructions provided by the Third Party Medical Providers; and

(c) we are not responsible for, and have no control over any Consultation, health services or the accuracy of information provided by Third Party Medical Providers.

To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with any Third Party Medical Provider that does not perform its services professionally or accurately.

This clause 4 will survive the termination or expiry of these Terms.

5. Consultations

You may book your Consultation by completing the Consultation Form (**Booking Request**). We may, at our discretion, accept or reject a Booking Request.

You must provide us all information required in the Consultation Form, including your name and contact number.

Once we receive your Booking Request, we will send you a confirmation by email with the Consultation details (**Booking**). It is your responsibility to check the details in the email or text message.

5.1 Due to unforeseen circumstances, you acknowledge and agree that we or the Clinician may need to reschedule the date of your Booking.

Where we need to reschedule a Booking, we will notify you at our earliest convenience and we will reschedule at a time to be agreed between the Parties.

5.2 The following are not covered within our Consultations:

- (a) Backdated medical certificates;
- (b) Centrelink medical certificates;
- (c) Bail hearing medical certificates
- (d) Dealing with patients less than 6 months old;
- (e) Consultations regarding chest or abdomen pain;
- (f) Extended health problems for longer than two weeks;
- (g) Complex chronic diseases;
- (h) Workers' compensation; or
- (i) Travel insurance claims,
- (j) Any type of medical certificate citing fit for "x"
- (k) Return to work certificate
- (l) Clearance to travel,
- (m) Same day medical certificates for people under 16 years old and

(n) S8 medications

6. Cancellations

You may cancel your Scheduled Booking at any time by emailing us. Within a Scheduled Booking cancellation email, you must identify your Scheduled Booking and request cancellation of your Scheduled Booking. Your Scheduled Booking will not be cancelled until we provide confirmation of the cancellation of your Booking in writing. Please note, any scheduled booking that is cancelled with less than 24 hours notice will incur our cancellation fee. The cancellation fee is the amount held on your card at the time of booking, this will not be refunded or released.

If you do not attend your Scheduled Booking and have not requested cancellation of the Scheduled Booking 24 hours in advance, the Scheduled Booking will be considered missed and the payment will be non-refundable.

You may cancel your On-Demand Booking at any time by emailing us prior to the On-Demand Consultation occurring. Within an On-Demand Booking cancellation email, you must identify your On-Demand Booking and request cancellation of your On-Demand Booking. Your On-Demand Booking will not be cancelled until we provide confirmation of the cancellation of your Booking in writing. The booking can only be cancelled provided you haven't started the consultation with the medical practitioner.

Same day Medical certificate request bookings can only be cancelled prior to the medical practitioner reviewing the request. The cancellation request needs to be received via email, identifying your same day medical certificate request. Provided the cancellation email has been received and we provide confirmation prior to the medical practitioner reviewing the medical certificate request, then a refund can be issued.

We may cancel your Booking if you do not pay the required Fee, or if we do not have any available medical practitioners to attend the Consultation. If we cancel due to a lack of available medical practitioners, we will provide you with a full refund.

We reserve the right to cancel your Consultation in progress if your conduct towards the medical practitioner becomes abusive or inappropriate, if we encounter technical issues, if the medical practitioner deems the telehealth consultation unfit for the circumstance, or if your medical condition requires immediate in-person attention. Should the consultation be cancelled due to your inappropriate behaviour, you will not be entitled to a refund of the Fee.

If the cancellation arises from technical difficulties, the clinician's determination of an unsuitable telehealth Consultation, or the necessity for immediate in-person medical care, we will issue a full refund of the Consultation Fee.

7. Referrals

You acknowledge and agree that a medical practitioner can refer you to a Third Party Medical Provider where they consider it medically appropriate and in line with their legal obligations.

Complex referrals may not be provided as these often involve detailed patient history, multi-faceted medical conditions, or a high degree of specialisation that requires extensive knowledge about a patient's unique medical situation.

You acknowledge and agree that:

(a) We are not a party to, or a participant in, any contractual relationship between you and/or Third Party Medical Providers;

(b) The Third Party Medical Providers are not our employees or representatives;

(c) The Clinicians have full and absolute discretion in determining whether referral for Medical Testing or to a Third Party Medical Provider is suitable for you; and

(d) We do not guarantee that a Clinician will refer you to a Third Party Medical Provider following a Consultation via the Platform.

8. Records

We agree to retain any relevant medical records (**Records**) in accordance with all applicable Laws (including adhering to any mandated data retention periods). The Records will be held in electronic storage by us during and after the Term, having regard to our statutory obligations under the applicable Laws.

You agree that the Records are and will remain our property.

In the event of termination or expiry of these Terms, you may request a transfer of the Records to your current health practitioner.

9. Payment

9.1 Payment is required via credit card when you schedule your Booking and payment secures your appointment.

9.2 We may offer payment through a third-party provider for example, Stripe. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.

9.3 You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third party payment processor to debit your account in accordance with these Terms and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.

9.4 We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.

9.5 Subject to 6.6, the Fees are only refundable and cancellable in accordance with your Consumer Law Rights and these Terms and will not be refundable for Consultations that do not result in the provision of a script, referral, medical certificate or other documentation. We cannot guarantee the provision of prescriptions, treatment or documentation.

9.6 You consent to the handling of my information by the clinic for the purpose(s) set out above, subject to any limitations on access or disclosure of which I notify the clinic. I also consent to My Telehealth Clinic arranging for bulk billing and Medicare rebates and claim benefits for the professional services provided by the service

10. Medicine Prescriptions

10.1 The decision to prescribe any medications rests entirely with the consulting medical practitioner, based on their professional judgment and in consideration of your health conditions and medical history. This is to ensure prescriptions are appropriate and safe for you to use. If the medical practitioner determines that a medication you have requested is not suitable or necessary for your treatment, they have the right to not prescribe it. In such cases, we will not be able to provide a refund for the Consultation.

10.2 After your telehealth Consultation, the prescription for your medication will be digitally processed as an e-script and delivered to you

via SMS. Typically, this process is completed within approximately one hour post-Consultation. However, please note that there can be delays of up to 12 hours if the Medicare details or Individual Healthcare Identifier (IHI) provided are either missing or incorrect. The IHI is a crucial piece of information needed to generate scripts, particularly if you do not possess a Medicare card. Details received beyond our operating hours will be addressed the following business day. We strive to provide efficient service, but it is crucial for patients to provide accurate and complete information to avoid any unnecessary delays in receiving their prescriptions. You can fulfil your prescription at a pharmacy of your choosing.

10.3 Within a single Online Prescription Consultation, only one medication can be prescribed for your condition, and we do not issue repeat prescriptions. After your medication has been consumed, if further treatment is required, you would need to schedule another Consultation.

10.4 Should you wish to get more than one medication, you can request to do so via either our standard or long consultations. Where repeats and more than one medication may be prescribed, based on the Clinicians discretion.

10.5 Scripts for sedatives and any under Schedule 8 (of the Poisons Standard) classification may be rejected or only provided in limited quantities.

11. Medical Certificates

11.1 Single day Medical certificates are issued for the same day as your Booking. This is to ensure that the certification of your health condition is based on the most accurate and timely assessment by our medical professionals.

11.2 We do not backdate medical certificates.

11.3 Multi-day medical certificates may be provided but not beyond 7 days from the date of Consultation.

11.4 To maintain patient privacy and confidentiality, we do not include specific patient conditions on the medical certificate. The certificate is simply to verify that you have a medical condition and are unfit for work or school.

11.5 You must ensure all details you provide during your booking are correct as the medical certificate cannot be amended once issued.

11.6 For patients under the age of 16, a Consultation is required before issuing a medical certificate.

12. Mental Health Treatment Plans

12.1 Mental Health Treatment Plans (**MHTPs**) can only be accessed via specific MHTP booking appointments. These dedicated appointments ensure that the appropriate time and resources are allocated to accurately evaluate your mental health needs and formulate a comprehensive care plan.

12.2 To receive a Mental Health Treatment Plan, you must book a specific MHTP appointment. A Clinician will determine if a MHTP is appropriate based on your mental health condition and needs during the MHTP appointment and it is up to the Clinician's sole discretion as to whether they issue you with a MHTP.

12.3 If you book a regular Consultation and request a MHTP during this time, it will not be provided. Our regular Consultations are not designed to accommodate the comprehensive assessment and planning process required for a MHTP. If you request a MHTP during a regular Consultation, no refund will be provided for the Consultation fee. You must book the correct type of Consultation to ensure your needs are adequately addressed.

12.4 Mental Health Treatment Plans are 100% Bulk billed at no cost to the patient. We will claim the Medicare rebate on your behalf.

12.5 There will be a holding fee placed on your card at the time of booking, which is in line with our cancellation policy.

13. Psychologist Consultations

13.1 Psychologist consultations can only be accessed via specific Psychologist booking appointments. These dedicated appointments ensure that the appropriate time and resources are allocated to accurately evaluate your mental health needs and to provide comprehensive care.

13.2 To receive a psychologist consultation, you must book a specific psychologist appointment. A Mental Health Treatment Plan is required in order for a Medicare Rebate to be applicable to a psychologist consultation.

13.3 You will be required to provide evidence of a valid Mental Health Treatment Plan prior to a psychologist consultation occurring.

13.4 Without a Mental health Treatment Plan you will be required to pay the full fee for a psychologist consultation and no Medicare rebate will be possible.

13.5 If you book a regular Consultation and request a psychologist appointment during this time, it will not be provided. If you request a Psychologist consultation during a regular Consultation, no refund will be provided for the Consultation fee. You must book the correct type of Consultation to ensure your needs are adequately addressed.

13.6 Psychologist consultations will incur an out-of-pocket fee for the patient. The patient will be required to pay the full fee upfront and if eligible will be provided with an itemised invoice upon completion of the consultation to claim the Medicare rebate themselves. There will be an out of pocket fee for the Psychologist consultation.

13.7 There will be a holding fee placed on your card at the time of booking, which is in line with our cancellation policy.

14. COVID-19 Consultations

14.1 Our telehealth services have certain limitations regarding COVID-19 related Consultations. We are unable to issue isolation clearances, vaccine exemptions, or return-to-work certificates via telehealth Consultations. Additionally, our Clinicians cannot prescribe COVID-19 antiviral medications.

14.2 For services that require referrals, it is the patient's responsibility to provide these referrals to their Clinician.

15. Medicare Rebates

15.1 You consent to the handling of my information by the clinic for the purpose(s) set out above, subject to any limitations on access or disclosure of which I notify the clinic. I also consent to My Telehealth Clinic arranging for bulk billing and Medicare rebates and claim benefits for the professional services provided by the service

16. Private Health Insurance Rebates

16.1 Given the absence of a Medicare item number, we are unable to provide a detailed invoice that can be submitted for private health insurance claims (**Private Health Insurance Claims**). The entire cost of

the Consultation must be paid by the patient in advance of the Consultation.

17. Your Obligations

You agree to (and to the extent applicable, ensure that your Personnel agree to):

- (a) Comply with these Terms, all applicable Laws, and our reasonable requests;
- (b) Provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services, including your Medicare card number;
- (c) That all information and documentation that you provide to us in connection with the Terms is true, correct and complete; and
- (d) Not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent.

You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause.

18. Confidential Information

Each Receiving Party agrees:

- (a) Not to disclose the Confidential Information of the Disclosing Party to any third party (subject to subclause 17.1(c));
- (b) To protect the Confidential Information of the Disclosing Party from any loss, damage or unauthorised disclosure;
- (c) To only disclose the Confidential Information to those of its Personnel who need to know the Confidential Information in connection with these Terms, provided those Personnel keep the Confidential Information confidential in accordance with this clause 17; and
- (d) To only use the Confidential Information of the Disclosing Party for the purpose of performing obligations, or exercising rights or remedies, under these Terms.

The obligations in clause 17.1 do not apply to Confidential Information that:

(a) Is required to be disclosed for the Parties to comply with their obligations under these Terms;

(b) Is authorised in writing to be disclosed by the Disclosing Party;

(c) Is in the public domain or is no longer confidential, except as a result of a breach of these Terms or other duty of confidence; or

(d) Must be disclosed by Law or by a regulatory authority, including under subpoena, provided that (to the extent permitted by Law) the Receiving Party has given the Disclosing Party notice prior to disclosure.

Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause.

This clause 17 will survive the termination of these Terms.

19. Australian Consumer Law

Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at law, nothing in these Terms excludes those Consumer Law Rights.

Subject to your Consumer Law Rights, we provide all material, work and services (including the Services) to you without conditions or warranties of any kind, implied or otherwise, whether in statute, at law or on any other basis, except where expressly set out in these Terms.

This clause 18 will survive the termination or expiry of these Terms.

20. Liability

To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:

(a) You not providing us or a Third Party Medical Provider with correct and complete current health and medical information;

(b) Your failure to follow the Third Party Medical Terms or any reasonable instructions provided to you by us or a Third Party Medical Provider; and

(c) Any event outside of our reasonable control.

Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by law:

(a) Neither Party will be liable for Consequential Loss;

(b) A Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and

(c) Our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

This clause 19 will survive the termination or expiry of these Terms.

21. General

Amendment: We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform and our Services after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms.

Assignment: Subject to clause 20.3, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

Assignment of Debt: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

Disputes: A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre.

Force Majeure: Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and uses reasonable endeavours to minimize the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

Governing Law: These Terms is governed by the laws of Western Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

Notices: Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

Relationship of Parties: These Terms is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

22. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

ACL or **Australian Consumer Law** means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Business Day means a day on which banks are open for general banking business in Sydney, New South Wales, excluding Saturdays, Sundays and public holidays.

Confidential Information means information which:

(a) Is disclosed to the Receiving Party in connection with these Terms at any time;

(b) Relates to the Disclosing Party's business, assets or affairs; or

(c) Relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise:

(a) Any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission; and/or

(b) Without limiting subclause (a), any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data.

However, the Parties agree that your obligation to pay us the Fees under these Terms will not constitute "Consequential Loss".

Consumer Law Rights has the meaning given in clause 18.1.

Disclosing Party means the Party disclosing Confidential Information to the Receiving Party.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public

enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Intellectual Property Rights or **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth) and includes any similar rights in any jurisdiction in the world.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services, whether before or after the date of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

Our Materials means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Receiving Party means the Party receiving Confidential Information from or on behalf of the Disclosing Party.

Third Party Provider or Third Party Providers means third parties or services provided by third parties, including IT providers, CRM providers or hosting providers.

Third Party Medical Provider or Third Party Medical Providers means third parties or medical services provided by third parties that we refer you to, including medical practitioners or specialists in areas including pathology or imaging.

Your Materials means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (which is not connected to these Terms) and/or developed by or on behalf of you or your Personnel independently of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.