



## Doctor360.com.au Privacy Policy and Terms of Use

This Privacy Policy is effective from 20th August 2019. We may change our Privacy Policy from time to time by publishing changes to it on our website. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy.

SINGULARITY GROUP PTY LTD owners of Doctor360.com.au (includes references as “we”, “Doctor360”, “us”, which also includes its affiliates) is the author and publisher of the internet resource www.Doctor360.com.au (“Website”) on the world wide web as well as the software and applications provided by Doctor360.com.au, including but not limited to the mobile application ‘Doctor360’, and the software and applications of the brand names ‘Doctor360’ (together with the Website, referred to as the “Services”).

We organized this Privacy Policy to ensure and demonstrate our commitment to the protection of your privacy and your personal information. Your use of and access of the Services is subject to this Privacy Policy and our Terms of Use. Any capitalized term used but not defined in this Privacy Policy shall have the meaning attributed to it in our Terms of Use.

Your privacy is important to us, and we are committed to dealing with your personal information and sensitive information responsibly, and in accordance with the Privacy Act, the Australian Privacy Principles, and any other applicable privacy and health data protection laws.

We only collect personal information and sensitive information for purposes which are directly related to our services, functions or activities, and only when it is necessary for, or directly related to these purposes.

We will take reasonable steps to ensure that the personal information and sensitive information we hold about you is kept secure, accurate and up to date and is protected from misuse, interference and loss, as well as unauthorised access, modification or disclosure and we, and our third party service providers, use a number of physical, administrative, personnel and technical measures to protect your personal information and sensitive information.

Personal information and sensitive information that is collected is kept in data centres located in Australia.

By using the services or by otherwise giving us your information, you will be deemed to have read, understood and agreed to the practices and policies outlined in this privacy policy and agree to be bound by the privacy policy. You hereby consent to our collection, use and sharing, disclosure of your information as described in this privacy policy. We reserve the right to change, modify, add or delete portions of the terms of this privacy policy, at our sole discretion, at any time. If you do not agree with this privacy policy at any time, do not use any of the services or give us any of your information. if you

use the services on behalf of someone else (such as your child, or your family member) or an entity (such as your employer), you represent that you are authorized by such individual or entity to (1) accept this privacy policy on such individual's or entity's behalf, and (2) consent on behalf of such individual or entity to our collection, use and disclosure of such individual's or entity's information as described in this privacy policy.

This privacy policy ("Privacy Policy") explains how we collect, use, share, disclose and protect Personal information about the Users of the Services, including the Practitioner and Business Owners (as defined in the Terms of Use, which may be accessed via the following weblink

<https://Doctor360.com.au/termsfuse> (the "Terms of Use")), the End-Users (as defined in the Terms of Use), and the visitors of Website (jointly and severally referred to as "you" or "Users" in this Privacy Policy).

## 1. COLLECTION OF PERSONAL INFORMATION

Generally some of the Services require us to know who you are so that we can best meet your needs and help you serve better. When you access the Services, or through any interaction with us via emails, telephone calls, video calls or other correspondence, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you. You hereby consent to the collection of such information by Doctor360.com.au. Without prejudice to the generality of the above, information collected by us from you may include (but is not limited to) the following:

- 1.1 Insurance data when asked and provided by you (such as your insurance carrier and insurance plan);
- 1.2 Data regarding your usage of the services and history of the appointments made by or with you through the use of Services;
- 1.3 Contact data (such as your email address, physical address, mailing address and phone number, mobile number including your social medial details);
- 1.4 demographic data (such as your gender, your date of birth and your post code);
- 1.5 Medicare Number;
- 1.6 Other information that you voluntarily choose to provide to us (such as information shared by you with us through emails or letters.

The information collected from you by Doctor360.com.au may constitute 'personal information' or 'sensitive personal data or information' under the SPI (Sensitive Personal Information)Rules.

"Personal Information" is defined under the SPI Rules to mean any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available to a body corporate, is capable of identifying such person.

The SPI Rules further define "Sensitive Personal Data or Information" of a person to mean personal information about that person relating to:

- 1.7 Visitor details as provided at the time of registration or thereafter;
- 1.8 Passwords;
- 1.9 Medical records and history;

- 1.10 Financial information such as bank accounts, credit and debit card details or other payment instrument details;
- 1.11 Medicare Card Number
- 1.12 Biometric information;
- 1.13 Physical, physiological and mental health condition;
- 1.14 Information received by body corporate under lawful contract or otherwise; and
- 1.15 Sexual orientation.

Doctor360.com.au will be free to use, collect and disclose information that is freely available in the public domain without your consent.

## 2. Privacy Policy

This Privacy Policy states the following below:

- 2.1. The type of information collected from the Users, including Personal Information and Sensitive Personal Data or Information relating to an individual;
- 2.2. The purpose, means and modes of collection, usage, processing, retention and destruction of such information; and
- 2.3. How and to whom Doctor360.com.au will disclose to Government authorities such information.

## 3. PRIVACY STATEMENTS

### 3.1. All User Note:

This section applies to all users.

- 3.1.1. Accordingly, a condition of each User's use of and access to the Services is their acceptance of the Terms of Use, which also involves acceptance of the terms of this Privacy Policy. Any User that does not agree with any provisions of the same has the option to discontinue the Services provided by Doctor360.com.au immediately.
- 3.1.2. An indicative list of information that Doctor360.com.au may require you to provide to enable your use of the Services is provided in the Schedule annexed to this Privacy Policy.
- 3.1.3. All the information provided to Doctor360.com.au by a User, including Personal Information or any Sensitive Personal Data or Information, is voluntary. You understand that Doctor360.com.au may use certain information of yours, which has been designated as Personal Information or 'Sensitive Personal Data or Information' under the SPI Rules, (a) for the purpose of providing you the Services, (b) for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, (c) for communication purpose so as to provide You a better way of booking appointments, availing services and for obtaining feedback in relation to the Practitioner and Business Owners and their practice, (d) debugging customer support related issues. Doctor360.com.au also reserves the right to use information provided by or about the End-User for the following purposes:
  - 3.1.3.1. Publishing such information on the Website.
  - 3.1.3.2. Contacting End-Users for offering new products or services.
  - 3.1.3.3. Contacting End-Users for taking product and Service feedback.
  - 3.1.3.4. Analyzing software usage patterns for improving product design and utility.

3.1.3.5. Analyzing anonymized practice or business information for commercial use.

If you have voluntarily provided your Personal Information to Doctor360.com.au for any of the purposes stated above, you hereby consent to such collection and use of such information by Doctor360.com.au. However, Doctor360.com.au shall not contact you on your telephone number(s) for any purpose including those mentioned in this sub-section 4.1(iii), if such telephone number is registered with the Do Not Call registry (“DNC Registry”) without your express, clear and un-ambiguous written consent.

- 3.1.4 Collection, use and disclosure of information which has been designated as Personal Information or Sensitive Personal Data or Information’ under the SPI Rules requires your express consent. By affirming your assent to this Privacy Policy, you provide your consent to such use, collection and disclosure as required under applicable law.
- 3.1.5 Doctor360.com.au does not control or endorse the content, messages or information found in any Services and, therefore, Doctor360.com.au specifically disclaims any liability with regard to the Services and any actions resulting from your participation in any Services, and you agree that you waive any claims against Doctor360.com.au relating to same, and to the extent such waiver may be ineffective, you agree to release any claims against Doctor360.com.au relating to the same.
- 3.1.6 You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of account registration. If your personal information changes, you may correct, delete inaccuracies, or amend information by making the change on our member information page. We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. If you provide any information that is untrue, inaccurate, out of date or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or Doctor360.com.au has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out of date or incomplete, Doctor360.com.au may, at its sole discretion, discontinue the provision of the Services to you. There may be circumstances where Doctor360.com.au will not correct, delete or update your Personal Data, including (1) where the Personal Data is opinion data that is kept solely for evaluative purpose; and (2) the Personal Data is in documents related to a prosecution if all proceedings relating to the prosecution have not been completed.
- 3.1.7 If you wish to cancel your account or request that we no longer use your information to provide you Services, contact us through our contact us (<https://www.doctor360.com.au/contact-us>) page. We will retain your information for as long as your account with the Services is active and as needed to provide you the Services. We shall not retain such information for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes. Please note that your withdrawal of consent, or cancellation of account may result in Doctor360.com.au being unable to provide you with its Services or to terminate any existing relationship Doctor360.com.au may have with you.

- 3.1.8 If you wish to opt-out of receiving non-essential communications such as promotional and marketing related information regarding the Services, please contact us through our contact\_us page (<https://www.doctor360.com.au/contact-us>).
- 3.1.9 Doctor360.com.au may require the User to pay with a credit card, wire transfer, debit card Medicare Card, Health Insurance Card, DVA Card or cheque for Services for which subscription or services amount(s) is/are payable. Doctor360.com.au will collect such User's credit card number and/or other financial institution information such as bank account numbers and will use that information for the billing and payment processes, including but not limited to the use and disclosure of such credit card number and information to third parties as necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by the User through the authentication process. User's credit-card/debit card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. However, Doctor360.com.au provides you an option not to save your payment details. User is advised, however, that internet technology is not full safe and User should exercise discretion on using the same.
- 3.1.10 Due to the communications standards on the Internet, when a User or the End-User or anyone who visits the Website, Doctor360.com.au automatically receives the URL of the site from which anyone visits. Doctor360.com.au also receives the Internet Protocol (IP) address of each User's computer (or the proxy server a User used to access the World Wide Web), User's computer operating system and type of web browser the User is using, email patterns, as well as the name of User's ISP. This information is used to analyze overall trends to help Doctor360.com.au improve its Service. The linkage between User's IP address and User's personally identifiable information is not shared with or disclosed to third parties. Notwithstanding the above, Doctor360.com.au may share and/or disclose some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with strategic partners, and others in order to help grow its business.
- 3.1.11 The Website uses temporary cookies to store certain (that is not sensitive personal data or information) that is used by Doctor360.com.au and its service providers for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, Doctor360.com.au may allow authorized third parties to place or recognize a unique cookie on the User's browser. The cookies however, do not store any Personal Information of the User. You may adjust your internet browser to disable cookies. If cookies are disabled you may still use the Website, but the Website may be limited in the use of some of the features.
- 3.1.12 A User may have limited access to the Website without creating an account on the Website. Unregistered Users can make appointments with the healthcare wellness and fitness service providers by providing their name and phone number and email address. In order to have access to all the features and benefits on our Website, a User must first create an account on our Website. To create an account, a User is required to provide the following information, which such User recognizes and expressly acknowledges is Personal Information allowing others, including Doctor360.com.au, to identify the User: name, User ID, email address, country,

ZIP/postal code, age, phone number, password chosen by the User and valid financial account information and Medicare Card Number where necessary. Other information requested on the registration page, including the ability to receive promotional offers from Doctor360.com.au, is optional. Doctor360.com.au may, in future, include other optional requests for information from the User to help Doctor360.com.au to customize the Website to deliver personalized information to the User.

- 3.1.13 This Privacy Policy applies to Services that are owned and operated by Doctor360.com.au. Doctor360.com.au does not exercise control over the sites displayed as search results or links from within its Services. These other sites may place their own cookies or other files on the Users' computer, collect data or solicit personal information from the Users, for which Doctor360.com.au is not responsible or liable. Accordingly, Doctor360.com.au does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does Doctor360.com.au guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by Doctor360.com.au of the website, the website's provider, or the information on the website. If you decide to visit a third party website linked to our Website, you do this entirely at your own risk. Doctor360.com.au encourages the User to read the privacy policies of that website.
- 3.1.14 The Website may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized Doctor360.com.au representatives or agents, and their opinions or statements do not necessarily reflect those of Doctor360.com.au, and they are not authorized to bind Doctor360.com.au to any contract. Doctor360.com.au hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.
- 3.1.15 Doctor360.com.au does not collect information about the visitors of the Website from other sources, such as public records or bodies, or private organizations, save and except for the purposes of registration of the Users (the collection, use, storage and disclosure of which each End User must agree to under the Terms of Use in order for Doctor360.com.au to effectively render the Services).
- 3.1.16 Doctor360.com.au maintains a strict "No-Spam" policy, which means that Doctor360.com.au does not and will not sell, rent or otherwise give your personal information to a third party.
- 3.1.17 Doctor360.com.au has implemented best international market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorized access, improper use or disclosure, unauthorized modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User's electronic devices (e.g. Laptop, Desktop, Smartphones etc.) through which the User avails the Services, Doctor360.com.au shall not be held liable for any loss whatsoever incurred by the User.

3.1.18 Doctor360.com.au implements reasonable security practices and procedures and has a comprehensive documented information security program and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Doctor360.com.au's business.

3.1.19 Doctor360.com.au takes your right to privacy very seriously and other than as specifically stated in this Privacy Policy, will only disclose your Personal Information in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority or similar requirements or when Doctor360.com.au, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use.

### 3.2. PRACTITIONER AND BUSINESS OWNERS NOTE:

This section applies to all Practitioner and Business Owners.

3.2.1 As part of the registration as well as the application creation and submission process that is available to Practitioner and Business Owners on Doctor360.com.au, certain information, including Personal Information or Sensitive Personal Data or Information is collected from the Practitioner and Business Owners.

3.2.2 All the statements in this Privacy Policy apply to all Practitioner and Business Owners, and all Practitioner and Business Owners are therefore required to read and understand the privacy statements set out herein prior to submitting any Personal Information or Sensitive Personal Data or Information to Doctor360.com.au, failing which they are required to leave the Services, including the Website immediately.

3.2.3 Practitioner and Business Owners' personally identifiable information, which they choose to provide to Doctor360.com.au, is used to help the Practitioner and Business Owners describe and identify themselves. This information is exclusively owned by Doctor360.com.au you will be the owner of your information and you consent to Doctor360.com.au collecting, using, processing and/or disclosing this information for the purposes hereinafter stated. Doctor360.com.au may use such information for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates. Doctor360.com.au also reserves the right to use information provided by or about the Practitioner and Business Owner for the following purposes:

- a) Publishing such information on the Website. Contacting Practitioner and Business Owners for offering new products or services subject to the telephone number registered with the DNC Registry.
- b) Contacting Practitioner and Business Owners for taking product feedback.
- c) Analyzing software usage patterns for improving product design and utility.

d) Analyzing anonymized practice and business information including financial, and inventory information for commercial use.

3.2.4 Doctor360.com.au automatically enables the listing of Practitioner and Business Owners' information on its Website for every 'Doctor' or 'Clinic' or Business owner stylist fitness trainer added to a Practice using its software. The Practitioner and Business Owner information listed on Website is displayed when End-Users search for healthcare wellness and fitness service providers on Website, and the Practitioner and Business Owner information listed on Website is used by End-Users to request for service appointments. Any personally identifiable information of the Practitioner and Business Owners listed on the Website is not generated by Doctor360.com.au and is provided to Doctor360.com.au by Practitioner and Business Owners who wish to enlist themselves on the Website, or is collected by Doctor360.com.au from the public domain. Doctor360.com.au displays such information on its Website on an as-is basis making no representation or warranty on the accuracy or completeness of the information. As such, we strongly encourage Practitioner and Business Owners to check the accuracy and completeness of their information from time to time, and inform us immediately of any discrepancies, changes or updates to such information. Doctor360.com.au will, however, take reasonable steps to ensure the accuracy and completeness of this information.

3.2.5 Doctor360.com.au may also display information for Practitioner and Business Owners who have signed up or registered for the Services, provided that the Practitioner and Business Owners have consented to Doctor360.com.au collecting, processing and/or disclosing their information on the Website. Such Practitioner and Business Owners are verified by Doctor360.com.au or its associates, and Doctor360.com.au makes every effort to capture accurate information for such Practitioner and Business Owners. However, Doctor360.com.au does not undertake any liability for any incorrect or incomplete information appearing on the Website for such Practitioner and Business Owners.

### 3.3. END-USERS NOTE:

This section applies to all End-Users.

3.3.1 As part of the registration/application creation and submission process that is available to End-Users on this Website, certain information, including Personal Information or Sensitive Personal Data or Information is collected from the End-Users.

3.3.2 All the statements in this Privacy Policy apply to all End-Users, and all End-Users are therefore required to read and understand the privacy statements set out herein prior to submitting any Personal Information or Sensitive Personal Data or Information to Doctor360.com.au, failing which they are required to leave the Doctor360.com.au immediately.

3.3.3 If you have inadvertently submitted any such information to Doctor360.com.au prior to reading the privacy statements set out herein, and you do not agree with the manner in which such information is collected, processed, stored, used or disclosed, then you may access, modify and delete such information by using options provided on the Website. In addition, you can contact Doctor360.com.au, inquire whether Doctor360.com.au is in possession of your personal data, and you may also require Doctor360.com.au to delete and destroy all such information.



- 3.3.4 End-Users' personally identifiable information, which they choose to provide on the Website is used to help the End-Users describe/identify themselves. Other information that does not personally identify the End-Users as an individual, is collected by Doctor360.com.au from End-Users (such as, patterns of utilization described above) and is exclusively owned by Doctor360.com.au. Doctor360.com.au may also use such information in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates. In particular, Doctor360.com.au reserves with it the right to use anonymized End-User demographics information and anonymized End-User health information for the following purposes:
- a) Analyzing software usage patterns for improving product design and utility.
  - b) Analyzing such information for research and development of new technologies.
  - c) Using analysis of such information in other commercial product offerings of Doctor360.com.au.
  - d) Sharing analysis of such information with third parties for commercial use.
- 3.3.5 Doctor360.com.au will communicate with the End-Users through email, phone and notices posted on the Website or through other means available through the service, including text and other forms of messaging. The End-Users can change their e-mail and contact preferences at any time by logging into their "Account" at [www.Doctor360.com.au](http://www.Doctor360.com.au) and changing the account settings.
- 3.3.6 At times, Doctor360.com.au conducts a User survey to collect information about End-Users' preferences. These surveys are optional and if End-Users choose to respond, their responses will be kept anonymous. Similarly, Doctor360.com.au may offer contests to qualifying End-Users in which we ask for contact and demographic information such as name, email address and mailing address. The demographic information that Doctor360.com.au collects in the registration process and through surveys is used to help Doctor360.com.au improve its Services to meet the needs and preferences of End-Users.
- 3.3.7 Doctor360.com.au may keep records of electronic communications and telephone calls received and made for making appointments or other purposes for the purpose of administration of Services, customer support, research and development and for better listing of Practitioner and Business Owners.
- 3.3.8 All Doctor360.com.au employees and data processors, who have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every End-Users' Personal Information or Sensitive Personal Data and Information. Doctor360.com.au has put in place procedures and technologies as per good industry practices and in accordance with the applicable laws, to maintain security of all personal data from the point of collection to the point of destruction. Any third-party data processor to which Doctor360.com.au transfers Personal Data shall have to agree to comply with those procedures and policies, or put in place adequate measures on their own.

3.3.9 Doctor360.com.au may also disclose or transfer End-Users' personal and other information provided by a User, to a third party as part of reorganization or a sale of the assets of a Doctor360.com.au corporation division or company. Any third party to which Doctor360.com.au transfers or sells its assets to will have the right to continue to use the personal and other information that End-Users provide to us, in accordance with the Terms of Use

3.3.10 To the extent necessary to provide End-Users with the Services, Doctor360.com.au may provide their Personal Information to third party contractors who work on behalf of or with Doctor360.com.au to provide End-Users with such Services, to help Doctor360.com.au communicate with End-Users or to maintain the Website. Generally these contractors do not have any independent right to share this information, however certain contractors who provide services on the Website, including the providers of online communications services, may use and disclose the personal information collected in connection with the provision of these Services in accordance with their own privacy policies. In such circumstances, you consent to us disclosing your Personal Information to contractors, solely for the intended purposes only.

#### 3.4 CASUAL VISITORS NOTE:

3.4.1 No sensitive personal data or information is automatically collected by Doctor360.com.au from any casual visitors of this website, who are merely perusing the Website.

3.4.2 Nevertheless, certain provisions of this Privacy Policy are applicable to even such casual visitors, and such casual visitors are also required to read and understand the privacy statements set out herein, failing which they are required to leave this Website immediately.

3.4.3 If you, as a casual visitor, have inadvertently browsed any other page of this Website prior to reading the privacy statements set out herein, and you do not agree with the manner in which such information is obtained, collected, processed, stored, used, disclosed or retained, merely quitting this browser application should ordinarily clear all temporary cookies installed by Doctor360.com.au. All visitors, however, are encouraged to use the "clear cookies" functionality of their browsers to ensure such clearing/deletion, as Doctor360.com.au cannot guarantee, predict or provide for the behavior of the equipment of all the visitors of the Website.

3.4.4 You are not a casual visitor if you have willingly submitted any personal data or information to Doctor360.com.au through any means, including email, post or through the registration process on the Website. All such visitors will be deemed to be, and will be treated as, Users for the purposes of this Privacy Policy, and in which case, all the statements in this Privacy Policy apply to such persons.

#### 4. CONFIDENTIALITY AND SECURITY

4.1 Your Personal Information is maintained by Doctor360.com.au in electronic form on its equipment, third-party equipments and on the equipment of its employees. Such information may also be converted to physical form from time to time. Doctor360.com.au takes all necessary precautions to protect your personal information both online and off-line, and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Doctor360.com.au's business.

- 4.2 No administrator at Doctor360.com.au will have knowledge of your password. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. Be sure to log off from the Website when finished. Doctor360.com.au does not undertake any liability for any unauthorized use of your account and password. If you suspect any unauthorized use of your account, you must immediately notify Doctor360.com.au through contact us page on our website (<https://www.doctor360.com.au/contact-us>) and you shall be liable to indemnify Doctor360.com.au due to any loss suffered by it due to such unauthorized use of your account and password.
- 4.3 Doctor360.com.au makes all User information accessible to its employees, agents or partners and third parties only on a need-to-know basis, and binds only its employees to strict confidentiality obligations.
- 4.4 Part of the functionality of Doctor360.com.au is assisting the healthcare wellness and fitness service providers to maintain and organize such information. Doctor360.com.au may, therefore, retain and submit all such records to the appropriate authorities, or to healthcare wellness and fitness service providers who request access to such information.
- 4.5 Part of the functionality of the Doctor360.com.au is assisting the patients to access information relating to them. Doctor360.com.au may, therefore, retain and submit all such records to the relevant patients, or to their healthcare wellness and fitness service providers.
- 4.6 Notwithstanding the above, Doctor360.com.au is not responsible for the confidentiality, security or distribution of your Personal Information by our partners and third parties outside the scope of our agreement with such partners and third parties. Further, Doctor360.com.au shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of Doctor360.com.au including but not limited to, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet service or telephone service of the User etc.

## 5.CHANGE TO PRIVACY POLICY

Doctor360.com.au may update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the way Doctor360.com.au treats User's personally identifiable information, or in the Privacy Policy itself, Doctor360.com.au will display a notice on the Website or send Users an email, as provided for above, so that you may review the changed terms prior to continuing to use the Services. As always, if you object to any of the changes to our terms, and you no longer wish to use the Services, you may contact us through our website (<https://www.doctor360.com.au/contact-us>) to deactivate your account. Unless stated otherwise, Doctor360.com.au's current Privacy Policy applies to all information that Doctor360.com.au has about you and your account.

If a User uses the Services or accesses the Website after a notice of changes has been sent to such User or published on the Website, such User hereby provides his/her/its consent to the changed terms.

## 6.CHILDREN'S AND MINOR'S PRIVACY

Doctor360.com.au strongly encourages parents and guardians to supervise the online activities of their minor children and consider using parental control tools available from online services and software manufacturers to help provide a child-friendly online environment. These tools also can prevent minors from disclosing their name, address, and other personally identifiable information online without parental permission. Although the Doctor360.com.au Website and Services are not intended for use by minors, Doctor360.com.au respects the privacy of minors who may inadvertently use the internet or the mobile application.

## 7. CONSENT TO THIS POLICY

You acknowledge that this Privacy Policy is a part of the Terms of Use of the Website and the other Services, and you unconditionally agree that becoming a User of the Website and its Services signifies your (i) assent to this Privacy Policy, and (ii) consent to Doctor360.com.au using, collecting, processing and/or disclosing your Personal Information in the manner and for the purposes set out in this Privacy Policy. Your visit to the Website and use of the Services is subject to this Privacy Policy and the Terms of Use.

## 8. ADDRESS FOR PRIVACY QUESTIONS

Should you have questions about this Privacy Policy or Doctor360.com.au's information collection, use and disclosure practices, you may contact, the Data Protection Officer appointed by Doctor360.com.au in accordance with the provision. We will use reasonable efforts to respond promptly to any requests, questions or concerns, which you may have regarding our use of your personal information. If you have any grievance with respect to our use of your information, you may communicate such grievance to the our support team through Contact Us page on our website (<https://www.doctor360.com.au/contact-us>).

### **Indicative List of Information by Nature of Service**

1. End-Users using the Website by registering for an account on the Website or 'Doctor360.com.au' mobile application:

You can create an account by giving us information regarding your [name, mobile number, email address], and such other information as requested on the End-User registration page. This is to enable us to provide you with the facility to use the account to book your appointments and store other health related information.

Against every Practitioner and Business Owner listed in Doctor360.com.au, you may see a 'show number' option. When you choose this option, you choose to call the number through a free telephony service provided by Doctor360.com.au, and the records of such calls are recorded and stored in Doctor360.com.au's servers. Such records are dealt with only in accordance with this Privacy Policy.

2. End-Users using the Website without registering for an account on the Website or 'Doctor360.com.au' mobile application (i.e., 'Guest' End-User):

You can use the Website without registering for an account, but to book an appointment, you may be asked certain information (including your [mobile number], and such other information as requested when you choose to use the Services without registration) to confirm the appointment.

Against every Practitioner and Business Owner listed in Doctor360.com.au, you may see a 'show number' option. When you choose this option, you choose to call the number through a free telephony service provided by Doctor360.com.au, and the records of such calls are recorded and stored in Doctor360.com.au's servers. Such records are dealt with only in accordance with this Privacy Policy.

3. Practitioner and Business Owner availing of the free listing service on the Website or 'Doctor360.com.au' mobile application by registering for an account:

As a Practitioner and Business Owner, you may be required to provide us with information regarding your [name, mobile number, email address], and such other information as requested on the Practitioner and Business Owner registration page to create an account. Doctor360.com.au may send email and/or SMS confirmations or other communications to End-Users in connection with their bookings, appointments or other interactions with you, if such interactions have been facilitated by Doctor360.com.au.

4. Practitioner and Business Owner availing of the free listing service on the Website or 'Doctor360.com.au' mobile application without registering for an account:

As a Practitioner and Business Owner, you may avail of the listing service without registering for an account by providing information regarding your [name, mobile number, email address], and such other information as requested by any of Doctor360.com.au's employees or agents who contact you in person or by telephone. In such event, Doctor360.com.au will maintain this information if and until you choose to register for an account, for which Doctor360.com.au may contact you from time to time. Doctor360.com.au will, after such information is collected from you, send you a confirmation email confirming the information provided and the fact that you will be listed on the Website. In the event you do not wish to be so listed on the Website, please inform Doctor360.com.au immediately through our Contact Us Page (<https://www.doctor360.com.au/contact-us>).

5. Practitioner and Business Owners using the 'our practice/business management' and/or 'Tab' products:

You will be required to create an account and may be required to provide Doctor360.com.au with information regarding your [name, mobile number, email address], and such other information as requested by Doctor360.com.au on our practice/business management and/or Tab Practitioner and Business Owner registration page, in order to complete your registration.

Upon registration, Doctor360.com.au will access non-personally identifiable information of your patients from your patient records. You agree to make your patients fully aware of such access.

Doctor360.com.au reserves the right to extend and withdraw Reviews functionality to you at its sole discretion, based on the number of End-User appointments being honored by you. The extension or withdrawal of such facility shall be intimated to you by Doctor360.com.au.

You have an option under these products to switch on 'End-User Feedback'. This will mean that you are giving one or more patients' contact details to Doctor360.com.au's feedback system. End-Users may choose to send feedback anonymously too, in which case you agree that you have no objection to such anonymous feedback. The feedback system will then send an SMS and email to the patient(s) asking for feedback which may then be published on the Website. You agree to make your patients fully aware of the possibility of their receiving such feedback queries.

6. Practitioner and Business Owners using the 'Doctor360.com.au' product:

You will be required to create an account and may be required to provide Doctor360.com.au with information regarding your [name, mobile number, email address], and such other information as requested by Doctor360.com.au on the 'Doctor360.com.au' Practitioner and Business Owner registration page, in order to complete your registration.

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