

Health Beacon

Terms and Conditions

Wellnet Pty Ltd (ACN 674 790 142) trading as Health Beacon — www.healthbeacon.com.au
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1. Introduction and Acceptance

1.1 These terms and conditions (Terms) are entered into between Wellnet Pty Ltd (ACN 674 790 142), trading as Health Beacon (we, us or our), and you, together the Parties and each a Party.

1.2 We operate an online platform at www.healthbeacon.com.au (Platform) through which you can submit information via an online assessment or form (an Assessment) for review by an independent Australian-registered medical practitioner (a Practitioner). The Services we currently facilitate are Medical Certificate Services, Specialist Referral Services and Validation Services, each described in clause 2.

1.3 You accept these Terms, and agree to be bound by them, on the earliest of: (a) indicating your acceptance on the Platform; (b) completing and submitting an Assessment; or (c) paying any part of the Fees. If you do not agree to these Terms, you must not use the Platform or the Services.

1.4 These Terms apply to each request you submit and to your use of the Platform generally. The provision of the Services for a given request is complete when the Practitioner's review of that request has concluded and any resulting document has been issued or the request has been declined or cancelled. Clauses which by their nature survive — including those identified in clause 16.11 — continue after completion.

Definitions

1.5 Capitalised terms have the meanings given where they first appear or in clause 17. In these Terms: Services means the Medical Certificate Services, the Specialist Referral Services and the Validation Services, or any of them; Fees means the fees for the Services displayed on the Platform at the time you submit a request; Consumer Law Rights has the meaning given in clause 13.1; and Health Information has the meaning given in the Privacy Act 1988 (Cth).

2. Nature of the Services and Emergency Disclaimer

Emergency disclaimer

The Services are for non-urgent matters only. If you require immediate medical attention, or you believe that you or another person may be in an urgent, dangerous or emergency situation, do not use the Platform. Call 000 immediately or attend your nearest emergency department. If you are in doubt about the seriousness of your condition or the appropriateness of using the Services, contact your usual general practitioner or healthdirect on 1800 022 222 before using the Services.

What the Services are

2.1 Medical Certificate Services: we facilitate the submission of your Assessment to a Practitioner who will review the information you provide and decide, in their sole clinical discretion, whether to issue a medical certificate.

2.2 Specialist Referral Services: we facilitate the submission of your Assessment to a Practitioner who will review the information you provide and decide, in their sole clinical discretion, whether to issue a written referral to a medical specialist.

2.3 Validation Services: where a medical certificate has been issued, we facilitate the verification of that certificate's authenticity for a third party (such as an employer or educational institution), in accordance with clause 7.

How the review is conducted

2.4 A Practitioner ordinarily reviews your Assessment asynchronously — that is, on the basis of the written information, documents and responses you submit, without a real-time consultation. The Practitioner may, at any time and in their sole discretion: (a) request further information or clarification from you through the Platform's secure messaging feature; (b) require a synchronous (telephone or video) consultation before making any decision; or (c) decline the request and recommend that you seek in-person care or care from your usual general practitioner. You acknowledge that if you do not respond to a request for further information within a reasonable time, your request may be declined.

2.5 The Services are not a substitute for a comprehensive consultation with, or the ongoing care of, a regular general practitioner, and do not constitute general health advice. Any advice or recommendation given to you by a Practitioner is given by that Practitioner in their independent professional capacity. We encourage you to maintain a relationship with a regular GP and to keep your GP informed of any certificate, referral or advice obtained through the Platform.

Role of the Platform

2.6 Our role is limited to operating the Platform, facilitating the submission of your information to a Practitioner, processing payments, and delivering any resulting document. We are not a medical practice and we do not provide medical advice, diagnosis or treatment. Each Practitioner is an Australian-registered medical practitioner who exercises independent professional judgement, and is solely responsible for all clinical decisions, including whether you are eligible for the requested Service, whether further information or a synchronous consultation is required, and whether to issue, decline, or set the terms of any certificate or referral.

2.7 Practitioners are subject to the standards, codes and guidelines of the Medical Board of Australia and Ahpra, including those applicable to telehealth. Nothing in these Terms, and no feature of the Platform, requires or permits a Practitioner to act otherwise than in accordance with their professional and legal obligations.

3. Eligibility

3.1 To use the Services you must: (a) be at least 18 years of age; (b) be physically located in Australia at the time you submit your Assessment; (c) have the legal capacity to enter into these Terms; and (d) submit an Assessment only for yourself, unless the Platform expressly permits a request on behalf of another person and you are legally authorised to make it.

3.2 Medical certificates are not issued for or in respect of persons under 18 years of age. A person under 18 who requires medical documentation should attend an in-person consultation with a medical practitioner.

3.3 You must provide identity, contact and payment information that is true, accurate, current and complete, and keep it up to date. We may take steps to verify your identity and may decline to provide the Services where your identity cannot reasonably be verified.

4. Clinical Discretion and No Guaranteed Outcome

4.1 You are paying for a clinical review, not for a particular outcome. The Fees are payable in consideration of the Practitioner's time, review and professional judgement, and of our facilitation of that review. They are not a payment for, and do not guarantee, the issue of a medical certificate, specialist referral, validation outcome or any other particular result.

4.2 Each Practitioner retains absolute and independent clinical discretion. Without limitation, a Practitioner may: (a) decline to issue a certificate, referral or validation where they consider it is not clinically appropriate or is inconsistent with their professional or legal obligations; (b) request further information from you through the secure messaging feature before making a decision; (c) require a synchronous consultation; (d) issue a certificate for dates or a period different from the dates or period you requested, where the requested dates are not consistent with the Practitioner's professional judgement; and (e) limit the scope or duration of any certificate or referral.

4.3 Where a Practitioner declines to provide a requested outcome on clinical grounds, or issues a document with adjusted dates, scope or duration, you are not entitled to a refund on the basis of that decision alone. The clinical review has been provided, and the Fee is payable for that review. This clause operates subject to your Consumer Law Rights and clause 8.

4.4 You acknowledge that whether any certificate, referral or validation is accepted or acted upon by an employer, educational institution, specialist, insurer or any other recipient is a matter for that recipient, and neither we nor any Practitioner warrants that any document will be accepted by any particular recipient.

5. Medical Certificates

5.1 Medical certificates are issued strictly in accordance with the assessing Practitioner's clinical judgement and applicable professional standards, including the relevant Ahpra and Medical Board of Australia guidelines and the requirements of the Fair Work Act 2009 (Cth) and Fair Work Regulations. A certificate records the Practitioner's professional opinion as to your fitness for work, study or other stated purpose.

5.2 By default, and to protect your privacy, a certificate will not disclose your underlying condition. Where the Platform offers it, you may elect (for an additional fee, disclosed before payment) to have the certificate record the general reason you selected in your Assessment (for example, "common cold" or "migraine"). Any such inclusion remains subject to the Practitioner's judgement.

Certificate dates and retrospective certificates

5.3 A certificate reflects what the Practitioner can clinically justify. A medical certificate is issued as at the date the Practitioner completes their review, and ordinarily relates to your condition on that date and, where clinically justified, a limited period from that date. A Practitioner cannot certify, and will not state as fact, that you were examined or assessed on a date on which no assessment occurred.

5.4 A Practitioner may issue a certificate that addresses a period before the date of their review (a retrospective certificate) only where, in the Practitioner's sole clinical judgement, they are reasonably able to

form a genuine professional opinion about your condition during that earlier period — for example, on the basis of the history you provide, the nature and typical course of the condition, and any supporting information. Any request for a retrospective certificate is assessed on its clinical merits and may be declined.

5.5 Where a retrospective statement is made, the certificate will distinguish, as applicable, between: (a) the date the certificate is issued; (b) the date or manner of the Practitioner's review; and (c) the period to which the Practitioner's opinion relates.

5.6 A certificate covering multiple days may be issued where clinically justified, but will not certify a period extending more than 30 days from the date of the Practitioner's review, and any retrospective period will be limited to what the Practitioner can genuinely and clinically justify. Longer or ongoing conditions require care from your regular general practitioner.

Accuracy and amendment

5.7 It is your responsibility to ensure that all information you provide is accurate and complete before the certificate is issued. Once issued, a certificate cannot be amended or reissued to reflect changed or corrected information you provide after issue, except that we may facilitate the correction of a clear administrative or typographical error made in the production of the certificate (such as a misspelt name), which does not alter the Practitioner's clinical opinion or the certified period.

Excluded matters

5.8 The following are outside the scope of the Services and will not be provided: (a) certificates for legal or judicial purposes, including court appearances, subpoenas, jury duty, bail hearings or reporting for bail; (b) Centrelink medical certificates; (c) workers' compensation matters; (d) travel insurance claims; (e) fitness-for-duty, "fit for [task]", return-to-work or clearance-to-travel certificates; (f) certificates for persons under 18 years of age; (g) assessments of infants or children; (h) matters involving chest pain, abdominal pain or other presentations that a Practitioner considers unsuitable for review through the Platform; (i) chronic conditions or conditions persisting beyond the period the Practitioner considers suitable for this format of review; and (j) any request for Schedule 8 or other controlled medicines (the Services do not include prescribing). The excluded categories may be updated on the Platform from time to time.

6. Specialist Referrals

6.1 Specialist Referral Services are for non-urgent referrals only. The decision to issue a referral rests solely with the reviewing Practitioner, who may decline a request where they consider a referral inappropriate, where the information provided is insufficient, or where an in-person consultation or physical examination is required first.

6.2 To request a referral, you must complete the Assessment accurately and completely, including your relevant medical history and your reasons for seeking specialist care. The Practitioner may request further information through the secure messaging feature, or require a synchronous consultation, before deciding.

6.3 Where a referral is issued, a referral letter will be provided to you (or, where you request and the Platform supports it, sent to a specialist you nominate). Unless otherwise stated, the referral is not directed to a specific specialist or clinic, and it is your responsibility to choose a specialist, provide the letter, and arrange and attend the appointment.

6.4 A referral does not guarantee that any specialist will accept you as a patient, offer an appointment within any particular time, provide a particular diagnosis or treatment, or attract any particular rebate. The duration of validity of a referral is determined by applicable law and the specialist's requirements.

6.5 Third-party fees are separate. Any fees charged by a specialist, clinic or other third party are separate from, and additional to, the Fees you pay to us, and are your responsibility. We are not responsible for the availability, timing, quality or outcome of any service provided by a specialist or other third party.

6.6 Specialist Referral Services do not include: urgent or emergency referrals; referrals that require a prior in-person consultation or physical examination; referrals for matters outside the scope of general practice as determined by the Practitioner; or specialist medical advice, diagnosis or treatment.

7. Certificate Validation Services

7.1 Validation Services allow a third party who has been presented with a medical certificate (such as an employer, educational institution or other organisation) to verify the authenticity of that certificate. Validation is limited to confirming whether the certificate presented is a genuine certificate issued through the Platform (or, where applicable, verifying it with the original issuer), and confirming the certificate's issue date, the patient's name and the period covered.

7.2 A validation does not disclose the patient's condition or any other Health Information beyond the details in clause 7.1, and does not constitute a new medical consultation, assessment, diagnosis or endorsement of the certificate's content. The outcome of a validation reflects only the information and documentation available to the reviewer at the time.

7.3 We provide Validation Services only on the basis of the patient's consent (which may be given at the time of the original request or subsequently) or where the verification is otherwise permitted or required by law. We may decline a validation request where consent or another lawful basis is not established.

7.4 Third-party reliance. Any decision made by a third party on the basis of a validation outcome — including any employment, academic or other decision — is solely a matter for that third party. To the maximum extent permitted by law, we are not liable for any third party's interpretation of, reliance on, or action taken in response to, a validation outcome.

7.5 If you request validation of a certificate, you warrant that the certificate and all information you provide are authentic, accurate and complete. Any tampering with, or misrepresentation of, a certificate or supporting information may result in refusal of the request, cancellation of the relevant Services, notification to the certificate's recipient or issuer, and referral to relevant authorities, and may expose you to civil or criminal liability.

8. Fees, Payment, Cancellations and Refunds

Fees and payment

8.1 The Fees for each Service, including any optional extras, are displayed on the Platform before you submit your request and are payable in advance. Fees may change from time to time; the Fee applicable to your request is the Fee displayed at the time you submit it. We may charge a surcharge to recover the reasonable

cost of card or payment processing and may pass on applicable taxes, including GST, each as disclosed before payment.

8.2 Payments are processed by a third-party payment provider (for example, Stripe). We do not store your full card details; they are collected and held by the payment provider, and your use of the payment provider may be subject to its own terms. You must not pay or attempt to pay by fraudulent or unlawful means, and you warrant that you are authorised to use the payment method you provide.

Cancellations

8.3 You may cancel a request at any time before the Practitioner has commenced their review, by the method shown on the Platform or by emailing us at [Insert Contact Email] with details identifying your request. A cancellation takes effect when we confirm it. Where a cancellation takes effect before the Practitioner has commenced the review, we will provide a full refund.

8.4 Once the Practitioner has commenced the review of your request, the Service is treated as being provided and the request can no longer be cancelled under clause 8.3. This includes same-day requests.

8.5 We may cancel a request and, where the review has not been completed, will provide a full refund, where: (a) no Practitioner is reasonably available to review your request; (b) a technical failure prevents the Service from being provided; or (c) the Practitioner determines that your presentation is unsuitable for the Platform or requires in-person or urgent care. We may also cancel a request without refund where your conduct toward a Practitioner or our personnel is abusive, threatening or otherwise inappropriate, or where we reasonably suspect fraud or misuse of the Platform, subject to your Consumer Law Rights.

Refunds and the Australian Consumer Law

8.6 Nothing in these Terms excludes, restricts or modifies your Consumer Law Rights. Our Services come with guarantees that cannot be excluded under the Australian Consumer Law, including a guarantee that services will be provided with due care and skill. Where we fail to meet a consumer guarantee, you may be entitled to a remedy under the ACL.

8.7 The consumer guarantees apply to the provision of the Service — that is, the review conducted with due care and skill. They do not entitle you to a refund merely because you are dissatisfied with a Practitioner's clinical decision, including a decision not to issue a certificate or referral, a decision to issue a document with adjusted dates or scope, or a validation outcome. A review that has been competently performed has been delivered, even if the outcome is not the one you wanted.

8.8 Subject to clause 8.6 and to the maximum extent permitted by law, Fees are not otherwise refundable for a Service that has been provided, including where the Service does not result in the issue of a certificate, referral or validation. To request a refund, or to make a claim under your Consumer Law Rights, contact us at [Insert Contact Email] with details of your request; we will assess it in accordance with applicable law and respond within a reasonable time.

9. Privacy, Health Records and Data

9.1 We handle your personal information and Health Information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and with applicable State and Territory health records legislation, including (as relevant) the Health Records and Information Privacy Act 2002 (NSW), the Health Records Act 2001 (Vic) and the Health Records (Privacy and Access) Act 1997 (ACT).

9.2 Our collection, use, disclosure, storage and handling of your information is described in our Privacy Policy, available at <https://www.healthbeacon.com.au/privacy-policy>, which forms part of these Terms and is incorporated by reference. Our Privacy Policy explains how you may access and seek correction of your information and how to make a privacy complaint.

9.3 We collect Health Information to enable Practitioners to review your requests, to maintain clinical records, to provide Validation Services with your consent, and to comply with our legal obligations. If you do not provide information we reasonably require, we or the Practitioner may be unable to provide the Services. Messages exchanged with a Practitioner through the secure messaging feature form part of your clinical record.

9.4 Records relating to your requests (Records) are created and retained by us and the reviewing Practitioner in accordance with applicable law, including mandated retention periods, and are stored electronically using appropriate technical and organisational security measures. As between you and us, the Records are our property; however, this does not affect your rights to access and seek correction of your personal and Health Information under the Privacy Act and applicable health records legislation, or to request that a copy or summary of your Records be provided to a treating health practitioner, which we will action within a reasonable time of a written request.

9.5 We may disclose your information: to the Practitioner reviewing your request; with your consent, including for the purposes of Validation Services; to our service providers (such as IT, hosting and payment providers) for the purpose of operating the Platform; and where required or authorised by law, including to comply with mandatory reporting obligations, a subpoena or lawful direction of a court or regulator, or where disclosure is necessary to prevent or lessen a serious threat to the life, health or safety of any person.

9.6 You must only provide us with personal information about another person if you are authorised to do so and have informed that person how their information will be handled.

10. Your Obligations and Acceptable Use

10.1 You agree to: (a) comply with these Terms, all applicable laws and our reasonable requests; (b) provide all information, documentation and cooperation reasonably necessary for the Services, including accurate responses to the Assessment and, where applicable, your Medicare card number; and (c) ensure that all information and documentation you provide is true, accurate, current and complete. You acknowledge that inaccurate or incomplete information may affect the Practitioner's review and any resulting document.

10.2 Honesty is a condition of the Services. Providing false, misleading or incomplete information to obtain a medical certificate, referral or validation is a serious matter. A document obtained on the basis of false information may be invalid, and knowingly providing false information to obtain such a

document, or presenting a false or altered document to an employer or institution, may constitute a criminal offence. Where we reasonably suspect that a document has been sought or used fraudulently, we may decline or cancel the Services, notify the document's recipient or issuer, and report the matter to relevant authorities.

10.3 You must use the Platform only for lawful purposes and in accordance with these Terms. You must not: (a) misuse the Platform or interfere with its operation or security; (b) attempt to gain unauthorised access to any system, account or data; (c) introduce malicious code; (d) use any automated means to access or interact with the Platform without our consent; (e) resell, sublicense or make the Services available to any third party without our prior written consent; or (f) use the Platform to transmit unlawful, harmful, defamatory or infringing material.

10.4 Where a Practitioner conducts a synchronous (telephone or video) consultation with you, you must not record the consultation, in audio or video, or capture it by any other means, without the express prior consent of the Practitioner and us. You are responsible for ensuring your environment during any consultation is private and appropriate.

10.5 You agree to reimburse us for any additional costs we reasonably incur as a result of your breach of this clause 10, including costs arising from the provision of false or incomplete information, subject to clause 13.

11. Confidential Information

11.1 Each Party receiving confidential information of the other (Receiving Party) must: (a) not disclose the confidential information of the disclosing Party (Disclosing Party) to any third party except as permitted by these Terms; (b) take reasonable steps to protect it from loss or unauthorised disclosure; (c) disclose it only to personnel who need to know it and who are bound by obligations at least as protective as this clause; and (d) use it solely to perform obligations or exercise rights under these Terms. Information disclosed as part of the Validation Services is treated as confidential and is disclosed to third parties only to the extent described in clause 7.

11.2 These obligations do not apply to information that: is or becomes public other than through a breach; is independently developed or lawfully received without an obligation of confidence; is authorised for disclosure in writing by the Disclosing Party; or must be disclosed under law or the rules of a regulator, provided (where lawful) the Receiving Party gives the Disclosing Party prior notice. Each Party acknowledges that damages may not be an adequate remedy for a breach of this clause and that injunctive relief may be sought. This clause 11 survives termination or expiry of these Terms.

12. Technology, Availability and Third Party Providers

12.1 The Platform depends on internet, telecommunications, hosting, payment and other services provided by third parties (Third Party Providers). While we strive to keep the Platform available, we do not promise that it will be available, uninterrupted, error-free or secure at all times. The Platform may be unavailable during scheduled or emergency maintenance, and we will try to give reasonable notice of planned disruptions where practicable.

12.2 Your use of services supplied by Third Party Providers may be subject to their own terms, and a failure to accept or comply with those terms may affect our ability to provide the Services to you.

12.3 To the maximum extent permitted by law, and subject to your Consumer Law Rights, we are not liable for, and you release us from, any Liability arising from the acts, omissions or failures of a Third Party Provider, or from any interruption, fault, error, downtime or unavailability of the internet, telecommunications networks, your own equipment or the Platform. This clause 12 survives termination or expiry of these Terms.

13. Australian Consumer Law, Liability and Indemnity

Australian Consumer Law

13.1 Certain legislation, including the Australian Consumer Law, confers on you rights, warranties, guarantees and remedies relating to the supply of the Services which cannot be excluded, restricted or modified (Consumer Law Rights). Nothing in these Terms excludes, restricts or modifies your Consumer Law Rights or any liability that cannot lawfully be excluded, including liability for death or personal injury caused by our negligence.

13.2 Subject to clause 13.1 and to the maximum extent permitted by law, we exclude all conditions, warranties and representations not expressly set out in these Terms, and our liability for a failure to comply with a consumer guarantee in respect of the Services (other than a guarantee that cannot be so limited) is limited, at our option, to supplying the Services again or paying the cost of having the Services supplied again.

Limitation of liability

13.3 Subject to clauses 13.1 and 13.2, and to the maximum extent permitted by law, our aggregate liability arising from or in connection with these Terms or the Services — whether in contract, tort (including negligence), under statute or otherwise — is limited to the Fees paid by you for the specific Service to which the liability relates, and neither Party is liable to the other for any Consequential Loss.

13.4 Subject to clause 13.1 and to the maximum extent permitted by law, we are not liable for, and you release us from, any Liability to the extent it is caused or contributed to by: (a) your provision of inaccurate, incomplete or misleading information; (b) your failure to follow reasonable instructions given by us or a Practitioner; (c) the clinical decisions, advice, acts, omissions or negligence of a Practitioner, each of whom is an independent practitioner and not our employee or agent; (d) any third party's interpretation of, reliance on, or action taken in response to, any certificate, referral or validation outcome; or (e) any event beyond our reasonable control. A Party's liability is in any case reduced proportionately to the extent the relevant Liability was caused or contributed to by the other Party's acts or omissions, including a failure to mitigate.

Indemnity

13.5 You indemnify us and our personnel against any Liability we reasonably incur arising from or in connection with: (a) your breach of these Terms; (b) your provision of false, inaccurate, incomplete or fraudulent information, including any misrepresentation of your identity or health information or any tampering with a certificate; or (c) your unlawful, negligent or wilful misconduct in connection with the Platform or the Services. Your liability under this indemnity is reduced to the extent our negligence or breach caused or contributed to the relevant Liability. This clause 13 survives termination or expiry of these Terms.

14. Intellectual Property

14.1 All intellectual property rights in the Platform and the Services — including software, source code, design, branding, trade marks, text, graphics and content, and any improvements or new materials developed in connection with the Services — are owned by or licensed to us. Nothing in these Terms transfers any intellectual property rights to you.

14.2 We grant you a personal, non-exclusive, non-transferable, revocable licence to use the Platform solely to access the Services in accordance with these Terms. Except as permitted by law or with our prior written consent, you must not reproduce, adapt, distribute, modify, reverse-engineer or commercially exploit any part of the Platform, and you must not remove or alter any proprietary notice on the Platform.

14.3 You retain ownership of the information and materials you submit to us, and you grant us a licence to use them to provide the Services, maintain Records and comply with law, in accordance with clause 9. We may use any feedback or suggestions you provide without restriction or obligation to you. This clause 14 survives termination or expiry of these Terms.

15. Suspension and Termination

15.1 We may suspend or restrict your access to the Platform, or decline, suspend or cancel a request, where: (a) you breach these Terms; (b) we reasonably suspect fraud, misuse, unauthorised access or a security risk; (c) your conduct toward a Practitioner or our personnel is abusive, threatening or inappropriate; or (d) we reasonably consider it necessary to protect the safety, rights or security of any person or the Platform. Where reasonable, we will notify you and give you an opportunity to resolve the issue.

15.2 Either Party may terminate these Terms as they apply to future use of the Platform by written notice if the other Party breaches these Terms and fails to remedy the breach within 14 days of notice, or where the breach cannot be remedied. We may also cease to offer the Platform or any Service on reasonable notice; if you have paid for a Service that has not been provided at that time, we will provide a refund for that Service.

15.3 Termination does not affect rights or liabilities accrued before termination. On termination we will retain and handle your Records in accordance with clause 9 and applicable law.

16. General

16.1 Amendment. We may amend these Terms from time to time. Where an amendment is material and is likely to adversely affect you, we will give you reasonable advance notice by publishing the amended Terms on the Platform and, where practicable, by notifying you by email. Amendments apply to requests submitted after they take effect; the Terms in force when you submit a request govern that request. If you do not agree to an amendment, you may stop using the Platform. Your continued use of the Platform or submission of a request after an amendment takes effect constitutes acceptance of it.

16.2 Assignment. You must not assign, novate or transfer your rights or obligations under these Terms without our prior written consent. We may assign or novate our rights and obligations on notice to you, including in connection with a sale or restructure of our business, and we may assign a debt you owe us to a third party, including a debt-collection agency.

16.3 Dispute resolution. Before commencing court proceedings in relation to a dispute arising from these Terms (other than proceedings seeking urgent interlocutory relief), a Party must give the other written notice of the dispute, and the Parties must meet (in person or remotely) within 10 Business Days of the notice and attempt in good faith to resolve it. If the dispute is not resolved at or within a reasonable time after that meeting, either Party may refer it to mediation administered by the Australian Disputes Centre before commencing proceedings. Nothing in this clause limits your right to make a complaint to a regulator or to pursue your Consumer Law Rights.

16.4 Force majeure. Neither Party is liable for a delay or failure to perform an obligation (other than an obligation to pay money) to the extent it is caused by an event beyond that Party's reasonable control (a Force Majeure Event), provided the affected Party promptly notifies the other with details and uses reasonable endeavours to mitigate. If a Force Majeure Event prevents performance of a material obligation for more than 60 days, the other Party may terminate these Terms by notice with immediate effect.

16.5 Governing law and jurisdiction. These Terms are governed by the laws of New South Wales, Australia. Each Party submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts entitled to hear appeals from them.

16.6 Notices. Notices must be in writing and may be sent by email to the address the recipient has provided or published. A notice sent by email is taken to be received at the time of transmission, or on the next Business Day if sent outside business hours; a notice sent by post is taken to be received 48 hours after posting.

16.7 Severance. If any provision of these Terms is void, unenforceable or illegal, it is severed to that extent, and the remaining provisions continue in full force.

16.8 Waiver. A right under these Terms is only waived in writing by the Party granting the waiver. A failure or delay in exercising a right does not operate as a waiver.

16.9 Relationship. These Terms do not create a partnership, joint venture, employment or agency relationship between the Parties, or between us and any Practitioner.

16.10 Entire agreement. These Terms, together with the documents they incorporate by reference (including the Privacy Policy), constitute the entire agreement between the Parties in relation to their subject matter and supersede all prior representations and agreements.

16.11 Survival. Clauses relating to clinical discretion (clause 4), fees and refunds (clause 8), privacy and records (clause 9), confidentiality (clause 11), third parties (clause 12), liability and indemnity (clause 13), intellectual property (clause 14), and this clause 16 survive completion of the Services and the termination or expiry of these Terms.

16.12 Questions. Questions about these Terms can be sent to [Insert Contact Email] or [Insert Postal Address].

17. Definitions

17.1 In these Terms, unless the context requires otherwise:

- ACL or Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended from time to time.
- Assessment means the online assessment or form you complete and submit through the Platform, together with any further information you provide, including through the secure messaging feature.
- Business Day means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general banking business in Sydney, New South Wales.
- Consequential Loss means loss of profit, revenue, business, goodwill, opportunity, savings, reputation or use, loss or corruption of data, and any other loss that does not arise naturally from the relevant breach, act or omission, but does not include your obligation to pay the Fees.
- Consumer Law Rights has the meaning given in clause 13.1.
- Fees has the meaning given in clause 1.5.
- Health Information has the meaning given in the Privacy Act 1988 (Cth).
- Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment, however arising, whether direct or indirect, present or future, fixed or contingent, and whether involving a third party or a Party.
- Medical Certificate Services, Specialist Referral Services and Validation Services have the meanings given in clause 2.
- Platform means the website at www.healthbeacon.com.au and any associated online portal or application we operate.
- Practitioner means an Australian-registered medical practitioner who reviews requests submitted through the Platform, acting in their independent professional capacity.
- Records has the meaning given in clause 9.4.
- Services has the meaning given in clause 1.5.
- Terms means these terms and conditions, as amended from time to time, together with the documents they incorporate by reference.

Drafting note (remove before publication): This document is a redraft prepared to current Australian consumer-law and Ahpra telehealth standards and must be reviewed by an Australian-qualified health/digital-health lawyer before publication, including completion of all [Insert ...] fields, confirmation of the retrospective-certificate and 30-day-period policies with your Medical Director, alignment with the published Privacy Policy, and confirmation of the Wellnet Pty Ltd entity details and any trading-name registrations for Health Beacon. It is not legal advice.