

Mirror Pty Ltd
Terms of Service: General Terms

I agree to the Terms of Service

Definitions and Interpretation

Agreements means the client's acceptance of these Terms and Conditions.

Client means the person requesting, accepting and engaging in services provided by the website, its Contractors, owners, Directors and employees.

Events means scheduled appointments with the providers of the services on the website.

Mirror Pty Ltd (Mirror) means the owner of all intellectual property and services provided on the website.

My Mirror means the name of the website and incorporates the owners and operators of the website.

My Mirror Platform / Website means any online platform or internet website through which the services are provided to the client being comprised within the domain www.mymirror.com.au or as may be changed or updated from time to time.

Service Providers means Registered Medical Professionals including but not limited to Psychologists, Counsellors, General Practitioners or Psychiatrists providing Services to Clients via either video conferencing, phone or through the website.

Services means the provision of telehealth services through either video conferencing, phone or through the website.

Third Party Consent means consent given to Third Parties by the client for the use of Third-Party Consent associated with the services under this Website.

When the terms "we", "us", "our" or similar are used in this Agreement, they refer to any company that owns and operates the website (the "Company").

1. The Terms and Conditions

The following are the general Terms and Conditions (the "Agreement") which govern your access and use of our telehealth services. The services may be provided to you via multiple websites or applications whether owned and/or operated by us or by third parties, including, without limitation, the website **MyMirror** and its related apps.

By accessing or using our online services, you are entering into this Agreement. You should read this Agreement carefully before starting to use the online services. If you do not agree to be bound to any term of this Agreement, you must not access the services.

2. Telehealth Services

These online services may be used to connect you with a Service Provider who will provide services to you.

We require every Service Provider providing telehealth services to be an accredited, trained, and experienced licensed practitioner with an applicable recognised professional certification based on their state and/or jurisdiction. Practitioners must have the requisite qualifications in their field, a minimum required level of experience and have to be qualified and certified by their respective professional board after successfully completing the necessary education, exams, training and practice requirements as applicable.

Our Service Providers are independent service providers who are neither our employees, nor agents, nor representatives. Our telehealth services are limited to enabling the Services while the Services themselves are the responsibility of the Service Providers who provide them. If you feel the Services provided to you do not fit your needs or expectations, you may change to a different Service Provider who provides services through Mirror.

While we hope the Services are beneficial to you, you understand, agree and acknowledge that these services may not be the appropriate solution for your needs and/or may not be a complete substitute for a face-to-face examination or other care and treatment solutions available through other providers.

We reserve the right to restrict or terminate your service based on clinical governance requirements and ethical standards that may be impacted by dual relationships with other practitioners.

By agreeing to these Terms & Conditions you hereby acknowledge that the Services provided by the website do not constitute a replacement for in-person care from Doctors or other medical professionals, especially in circumstances of medical or mental health emergencies and crises. In the event of such emergencies, please call triple zero (000) immediately.

3. Pricing of Consultations & Billing Policy

The price of all services provided on the *My Mirror* platform are subject to pricing schedules reasonably determined by the Company and the Company reserves the right to reasonably set and amend the fees chargeable for services rendered on the platform from time to time in a manner consistent with internal management of the Company and Platform. The prices charged by the Company for the services provided by the Platform are informed in part by the costs associated with the Company's running and maintenance of the Platform and overhead expenses associated with the Platform.

The billing policies of the Company for the services provided on the Platform are informed by the guidelines set by the Australian Medical Association ('AMA') and price increases or adjustments that are made from time to time by the Company are made according to CPI.

All reasonable steps will be taken by the Company to ensure that you, the client of the services provided on the Platform will be notified of the pricing schedule and any changes thereof made by the Company to the prices in the schedule.

Payment for the services provided to you on the Platform will be taken from the Direct Debit/Credit Card information provided to the Platform at the time of registration for the Platform. Payment for the services received by you are required by no later than the day upon which the service is received by you. You confirm and agree to use only Credit Cards or other payment means (collectively "Payment Means") which you are duly and fully authorized to use, and that all payment related information that you provided and will provide in the future, to or through the website, is accurate, current and correct and will continue to be accurate, current and correct.

4. Discounts/Late Payments

The Company may, in its sole discretion, issue to clients from time to time discount codes to be applied towards the cost of future services provided by the Platform including but not limited to as a result of early payments for previous services. You agree that all such discounts and associated discount codes are for personal use by you only and must not be assigned, transferred, exchanged or used in any other way except by you for services available through the Platform. You agree to keep the use and issue of all discounts and discount codes confidential.

The Platform's policy for charges in relation to late payments is outlined in our Cancellation/Late Payment Policy.

5. Refunds

Cancelled appointments will be handled in accordance with our Cancellation/Late Payment Policy .

Upon successful completion by you of a performance feedback survey, the substance of which satisfactorily proving to Mirror that the services received by you were unsatisfactory, Mirror will process a refund to you for part or all of the cost of the session in accordance with the charge back provisions to which the Service Providers on the Mirror Platform are the subject of in the provision of their services to Mirror.

The decision to grant or refuse refunds of the costs of any services provided by Mirror will be made at the sole discretion of Mirror and in line with our Quality Assurance Guarantee.

6. Government Rebates

If you are eligible for Government/Medicare Rebates for services provided by Mirror, we will take all reasonable steps to process your rebate claim on your behalf. We make no warranties and provide no guarantees as to the accuracy, timing or success of such rebate applications processed on your behalf and by agreeing to these Terms of Service you are hereby indemnifying Mirror and its employees, agents and authorised officers against all loss, damage, injury, claims and objections.

In order to claim Medicare rebates for psychological services, you will need a referral from a GP. Please refer to the Medicare website to determine whether you are eligible for Medicare rebates.

7. Privacy and Security

By agreeing to these Terms & Conditions, you are also agreeing to the terms of our Privacy Policy which can be found on this website.

4. Third Party Content

The website may contain other content, products or services which are offered or provided by third parties ("Third Party Content"), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. We have no responsibility for the creation of any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and by agreeing to these terms and conditions you agree to indemnify *MyMirror* and associated companies and directors against any damage or loss caused by any Third Party Content.

5. Disclaimer of Warranty and Limitation of Liability

You hereby release us and agree to hold us harmless from any and all causes of action and claims of any nature resulting from any Services received via video conferencing, phone or through the website, including but without limitation to any act, omission, opinion, response, advice, suggestion, information and/or service of any Service Provider and/or any other content or information accessible through the website.

You understand, agree and acknowledge that the website, the Company and all associated directors and operators provide absolutely no warranties (express or implied) including but not limited as to merchantability, non-infringement, security, fitness for a particular purpose or accuracy. The use of the website is at your own risk.

You understand, agree and acknowledge to indemnify and keep indemnified the website and the Company against any indirect, incidental, consequential, special, punitive or exemplary damages.

This section (limitation of liability) shall not merge on the termination or expiration of this Agreement.

6. Your account, representations, conduct and commitments

You hereby confirm that you are legally able to consent to receive Services, or have the consent of a parent or guardian, and that you are legally able to enter into a contract.

You hereby confirm and agree that all the information that you provided in or through the Website, and the information that you will provide in or through the Website in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current and complete.

You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively "Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password.

You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.

You agree, confirm and acknowledge to indemnify the website and the Company against any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge.

You agree, confirm and acknowledge that you are solely and fully liable and responsible for all activities performed using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

You agree and commit not to use the account or Account Access of any other person for any reason.

You agree and confirm that your use of the Website, including any Services, are for your own personal use only and that you are not using the website or the Services for or behalf of any other person or organization.

You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the Website's systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.

You agree and commit not to make any use of the Website for the posting, sending or delivering of either of the following:

- a. unsolicited email and/or advertisement or promotion of goods and services;
- b. malicious software or code;
- c. unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content;
- d. any content that infringes a third party right including intellectual property rights;
- e. any content that may cause damage to a third party;
- f. any content which may constitute, cause or encourage a criminal action or violate any applicable law.

You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code in relation to your use of the website and your relationship with the website, company, or Service Providers.

You will indemnify us, defend us, and hold us harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following:

- a. your access to or use of the website;
- b. any actions made with your account or Account Access whether by you or by someone else;
- c. your violation of any of the provisions of this Agreement;
- d. non-payment for any of the Services (including any Services) which were provided through video conferencing, phone or through the website;
- e. your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right. This clause shall not merge upon expiration or termination of this Agreement.

You confirm and agree to use only credit cards or other payment means (collectively "Payment Means") which you are duly and fully authorized to use, and that all payment related information that you provided and will provide in the future, to or through the website, is accurate, current and correct and will continue to be accurate, current and correct.

7. Modifications, Termination, Interruption and Disruptions to the Website

You understand, agree and acknowledge that we may modify, suspend, disrupt or discontinue the website, any part of or use of the website, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

8. Quality Assurance Guarantee

Our Service Providers are registered, individually approved by the My Mirror team, and utilise evidence-based and evidence informed practices to guide your therapy. If after three (3) sessions, you feel that on reasonable grounds you have not been well matched to your Service Provider and they are not the right clinician to meet your needs, we will offer you one (1) free appointment with a different Service Provider as a gesture of good faith. The offer for the free appointment is redeemable up to a maximum of three (3) free sessions per client although not more than one (1) free session will be provided for appointments with any single clinician.

To redeem the free session you must complete our online survey and provide the reason(s) for which you are not satisfied with the Service Provider you have been matched with so that we can both find you a more compatible fit and to provide ongoing training and support to our clinicians to ensure that in the future, we provide the best possible service. Mirror reserves the right to refuse to grant the free session(s) in its sole discretion and nothing in this section entitles the client to a free session without the prior approval and acceptance of Mirror.

9. Notices

We may provide notices or other communications to you regarding this agreement or any aspect of the website, by Text to the Text number that we have on record, by Email to the email address that we have on record or via the client portal in the *MyMirror* platform. The date of receipt shall be deemed the date on which such notice is given.

10. Important notes about our Agreement

This Agreement and our relationship with you shall both be interpreted solely in accordance with the laws of the Australia and those countries we deliver services to globally.

You irrevocably agree that the exclusive venue for any action or proceeding arising out of relating to this Agreement or our relationship with you, regardless of theory, shall be the Australian Court of Law. You irrevocably consent to the personal jurisdiction of the aforementioned courts and hereby waive any objection to the exercise of jurisdiction by the aforementioned courts.

This agreement constitutes the entire agreement between you and us. You may not rely upon any promises or representations by us except as set forth in this agreement.

We may change this Agreement by posting modifications on the website. Unless otherwise specified by us, all modifications shall be effective upon posting. By using the website after the changes become effective, you agree to be bound by such changes to the Agreement. If you do not agree to the changes, you must terminate access to the website and participation in its services.

We may freely transfer or assign this Agreement or any of its obligations hereunder.

The paragraph headings in this Agreement are solely for the sake of convenience and will not be applied in the interpretation of this Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, that provision shall be severed from the rest of the Agreement and the remaining provisions of this Agreement will remain in full force and effect.