

BETTER REHABILITATION

WEBSITE TERMS OF USE

This website located at <https://betterrehab.com.au/> ('Website') is operated by **Better Rehabilitation Pty Ltd** ACN 602022435. ('Better Rehab, 'we' or 'our'). Your access and use of this Website is subject to these terms and conditions and The Better Rehab's Privacy Policy (available at betterrehab.com.au/privacy-policy). By accessing, viewing or otherwise using this Website, you agree to be subject to and bound by these terms.

1 Definitions

In these terms:

'Terms' means these terms of use governing your access to and use of this Website, as updated by us from time to time.

'Consumer' has the meaning given in section 3 of the Australian Consumer Law.

'Content' means any information and material provided on this Website which is made available by us. 'Loss' means any loss, liability, cost, claim, expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent and whether direct or consequential.

'Non PDH Goods or Services' means goods or services which, for the purposes of the Australian Consumer Law, are not of a kind ordinarily acquired for personal, domestic or household use or consumption.

'You' or 'your' means those person(s) who wish to have access to this Website subject to these Terms.

2 Access

We agree to you accessing this Website on these Terms. If you are accessing as, or for, a corporate entity or as agent or trustee of a person, you agree that you have the authority to bind that entity or person to these Terms, and you are bound by these Terms as a trustee or agent of that person.

This Website is only for the use of persons accessing the Website from within Australia.

3 Purpose of this Website

This Website and the Content is intended to provide you with general information only regarding the goods and services offered by Better Rehab to clients requiring rehabilitation support and services.

4 Variation

We may, at our sole discretion, vary or modify these terms by posting our updated terms on this Website. Any subsequent access to, or use of, this Website by you will constitute an acceptance of those varied Terms. You acknowledge and agree that we may vary the provisions of these Terms or the features of functionality of this Website from time to time without any requirement to provide prior notice of the variation to you.

5 Intellectual property

All trade marks on this Website are owned, or used under licence, by us. Nothing contained on this Website should be construed as granting any licence or right to use or reproduce any trade mark. All Content is protected by copyright laws and is owned, or used under licence, by us. No documents or information on this Website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed, stored, published, displayed or transmitted in any form by any process and you may not create derivative works from any part of this Website or commercialise the Content without our specific written consent.

We expressly reserve all copyright and trademark in all documents, information and materials on the Website and we reserve the right to take action against you if you breach any of these terms.

Any reproduction or redistribution of part or all of the contents in any form is prohibited

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

6 Compliance with directions

You agree to comply with all directions or instructions we notify you of from time to time regarding your access to and use of the Website (including notice provided via the Website).

7 Accuracy of Content

While we will endeavour to keep this Website up to date and accurate, we cannot guarantee that the information on this Website will be up to date or accurate and you should conduct your own investigations and satisfy yourself as to whether information on this Website is accurate or up to date.

8 Links

This Website may contain links to other websites. These links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites.

9 Errors and defects

We do not guarantee that this Website will be free from errors or viruses, or that access to this Website will function as intended or uninterrupted. You must take your own precautions to ensure that accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference or damage to our computer system which arises in connection with your use of this Website.

10 Security

We will take all reasonable steps to ensure the security of this Website, including by implementing and maintaining reasonable and current data protection procedures and technologies. However data transmissions over the internet cannot be guaranteed to be totally secure. Whilst we strive to protect information you transmit to us or which we store, we do not warrant and cannot ensure the security of such information.

11 Liability

Nothing in these Terms, including without limitation clauses 7, 8, 10 and 11 should be interpreted as attempting to exclude, restrict or modify your rights to make a claim in respect of any consumer guarantees or other applicable provisions of the Australian Consumer Law. If you are a Consumer and the goods and services which we provide you in respect of your access to and use of the Website are Non PDH Goods and Services, then our liability to you in relation to any claim relating to your access and use of this Website and the Content is limited, at our option to:

- (a) the supplying of the relevant services again; or
- (b) the payment of the cost of having the relevant services supplied again.

If you do not access this Website and the Content as a Consumer, then to the extent permitted by law, we exclude all liability for any Loss incurred by you, however caused (including by our negligence), suffered by you in connection with your access and use of this Website and the Content. This clause applies even if we knew or ought to have known that the relevant Loss would be suffered.

12 User Comments, Feedback and Other Submissions

If we request specific information, creative ideas, submissions, comments or any other material (**Comments**) from you, you agree that we can without restriction, edit, copy, publish, distribute or otherwise use any Comments. You acknowledge that we have no obligation to maintain any Comments in confidence, respond to any Comments or pay any compensation for any Comments.

13 Disclaimer

To the fullest extent permitted by law, we absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. We give no warranty that our Website or its server is free of viruses or any other harmful components.

While we, at all times endeavour to have the most accurate, reliable and up-to- date information on our Website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information on the Site or as to its correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not our responsibility to bear any entire costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure that you are aware of any risk you may be taking by using this Website or any products or services that may be offered through it. It is your responsibility to do so.

14 Third Parties

We do not and will not sell or deal in personal or customer information. We may use non identifiable data without any reference to your name and your information for the purpose of understanding user behaviour and creating targeted content.

15 General

- (a) You acknowledge that, the information collected by us may be disclosed by us in accordance with our privacy policy.
- (b) You may not assign your rights or obligations under these Terms.
- (c) If any provision of these Terms is invalid or not enforceable in accordance with its terms in any jurisdiction, it is to be read down, if possible, so as to be valid and enforceable and will otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.
- (d) You must ensure that your use of this Website complies with all applicable laws and regulations.
- (e) We reserve the right to exclude and deny any person access to the Website at any time in our sole discretion.
- (f) These Terms are governed and construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.
