

Website terms of use



**I-MED Radiology
Network**

Comprehensive care. Uncompromising quality.

Website Terms of Use last updated May 2021

In these Terms of Use, “we”, “us”, “our” and “I-MED” means I-MED Radiology Network Limited (ACN 093 625 346) and its associated entities, and “you” and “your” means the individual person visiting or accessing any part of the Website (as defined below).

1. These Terms of Use apply to your access to and use of the our website available at <http://www.i-med.com.au> and all of our associated website pages, functionalities and applications accessible through that page (collectively, the **Website**) as updated from time to time. These Terms of Use contain important information, including disclaimers and limitations of liability that apply to your access to the Website.
2. If you do not agree with these Terms of Use you must immediately exit and not access or continue to use the Website.
3. **Certain software and other functionalities provided or made available on or through the Website may be stated to be subject to additional terms and conditions. These Terms of Use must be read together with such additional terms to the extent they apply to you and your access of any part of the Website or other functionality, including (without limitation) I-MED’s Privacy Statement, the I-MED Online User Access Agreement (for referring health practitioners only), and the Patient Systems Terms of Access (for patients or prospective patients only).**
4. The Website is provided on an “as available” basis and I-MED will not be liable if the Website or any part of it is unavailable for any period. We may, acting reasonably (with or without notice to you) temporarily suspend access to the Website or indefinitely close down the Website at any time.
5. We do not represent, warrant or undertake that this Website will be error, defect, “bug” or “virus” free.
6. We may in our sole discretion temporarily suspend your access to the Website for reasons such as upgrades or modifications, or otherwise restrict your access to and use of the Website where we consider it reasonably necessary.
7. If we reasonably form the view that your conduct may amount to a breach of any law, we may without notice to you refer your conduct to relevant regulatory authorities including, without limitation, State or Australian Federal Police and the Australian Information Commissioner.
8. The Website contains information and material intended for use by users in Australia only. Any use contrary to this is at your own risk and, to the extent permitted by law, we disclaim all and any liability to you or any third party for such use.
9. Small data files (“cookies”) may be stored by your web browser on your computer. We may use cookies to help monitor your online activity and to learn how users come to the Website. The information that we collect from the cookies is anonymous and not personally identifiable. It does not contain your name, address, telephone number, email address or the details of your internet service provider.
10. The Website does not contain medical advice unless expressly stated. If you are a patient and require urgent medical attention, please do not use our patient online

booking system and instead please call our clinics directly. If it is a medical emergency, please call 000.

11. The Website may contain links to external websites that are not operated by us or our related bodies corporate. The links are provided for your convenience only. We are not responsible for the information contained in links from the Website or to other websites.

Intellectual Property and Confidential Information

12. The entire contents and design subsisting in, relating to or arising out of the Website and available through or in connection with the Website including, but not limited to, copyright, logos, trade marks, designs, text, graphics, images, information, applications and other files and their selection and arrangement ("**Website Content**"), are the intellectual property of I-MED, our content providers or our licensors with all rights reserved.

13. You are permitted to view the Website Content and access the functionalities on the Website which apply to you, in accordance with any terms set out in these Terms of Use or any other applicable terms contained on any part of the Website.

14. You may not otherwise copy or change the Website Content and must not adapt, communicate, sell or otherwise deal with the Website Content except as set out in these Terms of Use. You must not use any of the I-MED trademarks that appear on the Website or tamper with any copyright notice appearing on the Website, or subsequently disseminate any Website Content to other people. Any other use that is not expressly permitted by these Terms of use or by law, is not licensed and is prohibited.

15. You must not do anything, or omit to do anything, which may infringe our intellectual property rights except where expressly authorised by these Terms of Use.

Liability

16. You warrant that all information and data provided by you to us through the Website (including any part of the customer registration process) or otherwise is true, accurate, complete and up to date, and you have and will comply with all relevant laws relating to your use of the Website.

17. You indemnify and hold us harmless in relation to all losses, damages, actions, claims, costs or expenses which may be brought against, suffered or incurred by us as a direct or indirect result of you failing to comply with any of the terms and conditions of these Terms of Use or any violation by you of any laws or the rights of any person inside and outside of Australia.

18. To the fullest extent permitted by law, we are not liable to you for any direct or indirect consequential loss or damage rising in any way out of the use or interpretation of any imaging reports or test results available via the Website.

What happens if you are in breach of these Terms of Use?

19. We may stop or restrict your access to the Website in our absolute discretion for any breach, suspected or likely breach by you of the terms and conditions of these Terms of Use or other terms and conditions notified to you from time to time.

20. These Terms of Use are governed by the laws of New South Wales (NSW), Australia. You submit to the non-exclusive jurisdiction of the courts of NSW.

Who can you contact if you have questions about these Terms of Use?

21. All correspondence to I-MED including any queries you may have regarding the Website or these Terms of Use should be sent to: Email: privacy@i-med.com.au. Address: Privacy Officer, I-MED Radiology Network, Level 5, 24 York Street, Sydney NSW 2000

22. These Website Terms of Use are governed by the laws in force in the state of New South Wales, Australia. Both you and I-MED irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and all courts with jurisdiction to hear appeals from those courts.