

# Client Terms & Conditions

# 1. Agreement

You acknowledge that when You make your payment to Us in respect of Your selected Plan, an agreement comes into effect between You, the Client, and We, Men's Health Clinic (MHC (Aust) Pty Ltd, ABN 99 608 500 107) on the terms and conditions below (referred to as this Agreement).

# 2. Services

In return for the Fees, We will provide You with the ongoing Services in support of Your selected Plan, in accordance with this Agreement.

# 3. Plans and Fees

Payment in full is accepted on all major credit cards.

We also offer various other payment options as listed below

Condition	Plan Options	Fee Structure	Notes
Erectile Dysfunction	<b>Term Plans:</b> <ul style="list-style-type: none"> <li>6 months</li> <li>12 months</li> </ul>	<b>Term Plans:</b> <ul style="list-style-type: none"> <li>Fees payable in advance</li> </ul>	Fees are fully refundable in the event Your Condition is deemed not Treatable by the Doctor, less Doctor's consultation and administration fee of \$150 + GST.
	Month to month payment option available on both Term Plans	<b>Month to month payment:</b> <ul style="list-style-type: none"> <li>Initial Fee of \$500 payable in advance.</li> <li>Direct debit authority via Pay Smart for the balance of the Fees for the remaining term of the selected Plan.</li> </ul>	Fees are fully refundable in the event Your Condition is deemed not Treatable by the Doctor, less Doctor's consultation and administration fee of \$150 + GST.  Services and associated monthly direct debits will continue beyond the term of the selected Plan unless/until You cancel the Plan by providing one month's written notice prior to the term's expiry.  If You experience financial hardship during the term, please advise Us immediately and We will be able to freeze your payment arrangement at the agreed monthly rate until such time that You decide to restart it.
Premature Ejaculation	<b>Term Plans:</b> <ul style="list-style-type: none"> <li>6 months</li> <li>12 months</li> </ul>	<b>Term Plans:</b> <ul style="list-style-type: none"> <li>Fees payable in advance</li> </ul>	Fees are fully refundable in the event Your Condition is deemed not Treatable by the Doctor, less Doctor's consultation and administration fee of \$150 + GST.
	Month to month payment option available on both Term Plans	<b>Month to month payment:</b> <ul style="list-style-type: none"> <li>Initial Fee of \$500 payable in advance.</li> <li>Direct debit authority via Pay Smart for the balance of the Fees across the term of the selected Plan.</li> </ul>	Fees are fully refundable in the event Your Condition is deemed not Treatable by the Doctor, less Doctor's consultation and administration fee of \$150 + GST.  Services and associated monthly direct debits will continue beyond the term of the selected Plan unless/until You cancel the Plan by providing one month's written notice prior to the term's expiry.  If You experience financial hardship during the term, please advise Us immediately and We will be able to freeze your payment arrangement at the agreed monthly rate until such time that You decide to restart it.

Condition	Plan Options	Fee Structure	Notes
Testosterone Deficiency	<b>Term Plans:</b> <ul style="list-style-type: none"> <li>3 months</li> <li>6 months</li> </ul>	<b>Term Plans:</b> <p>Initial Fees of \$150 + GST payable in the first instance which includes initial Doctor consultation and a Pathology Request form where appropriate, follow up medical consultation with the Doctor to review Your blood tests, and administration fee.</p> <p>Following the above review if Your Condition is Treatable, Fees for the Treatment are payable in advance for the term of the selected Plan.</p> <p>Further fees of \$150 + GST are payable at the end of the Treatment period which includes a second Doctor consultation and a Pathology Request form where appropriate, a final medical consultation with the Doctor to review Your blood tests and results, and administration fee.</p>	<p>Initial Fees of \$150 + GST is non-refundable in the event Your Condition is deemed not Treatable by the Doctor.</p> <p>If You experience financial hardship during the term, please advise Us immediately and We will be able to freeze your payment arrangement at the agreed monthly rate until such time that You decide to restart it.</p> <p>Medication is dispatched 3 months' supply at a time. We are unable to refund any creams in which the hygiene seal has been broken.</p> <p>Other payment options may be available from time to time subject to promotion and availability.</p>
	<p>Month to month payment options available, subject to approval by MHC on a case by case basis and \$500 of initial Fees payable in advance.</p>	<b>Month to month payment (if approved):</b> <ul style="list-style-type: none"> <li>Initial Fee of \$500 payable in advance.</li> <li>Direct debit authority via Pay Smart for the balance of the Fees across the term of the selected Plan.</li> </ul>	<p>Fees are fully refundable in the event Your Condition is deemed not Treatable by the Doctor, less \$150 + GST for initial Doctor consultation and a Pathology Request form where appropriate, follow up medical consultation with the Doctor to review Your blood tests, and administration fee.</p> <p>Services and associated monthly direct debits will continue beyond the term of the selected Plan unless/until You cancel the Plan by providing one month's written notice prior to the term's expiry.</p>

You acknowledge and agree to the following in relation to Treatment Fees and Plans:

- a. If You select a month to month payment option and provide Us with the associated direct debit authority:
  - i. You will not, for the term of the selected Plan, cancel that authority or otherwise alter it without providing us 30 days' prior notice in writing; and
  - ii. We will continue to provide the Services and to charge the associated monthly Fees beyond the initial minimum 6 or 12 month term unless and until You provide Us with one month's prior written notice (by email or post) that You wish to cancel the Plan.
- b. You must return any unused Treatments to Us before any cancellation of Your Plan can take effect.
- c. We may from time to time revise Our Fees. If and when We do, We will provide you with at least 60 days' prior written notice. If you do not agree to pay the revised Fees You may cancel Your Plan by notifying Us in writing within 30 days of You receiving our notice, regardless of whether the term on Your selected Plan has expired. If You cancel Your Plan in this manner, you will still remain liable to pay the Fees up until the revised Fees take effect.
- d. If Your Condition is deemed not Treatable by the Doctor, You may be eligible for refund of certain Fees in accordance with the above table in this clause 3.
- e. If Your Plan is terminated in accordance with clause 7, You may be eligible for refund of certain Fees in accordance with that clause 7.
- f. Any refunds of Fees to You in accordance with this Agreement will be paid to You on the 1st business day of the following month.

## 4. Treatment:

You agree to:

- a. fully and transparently inform the Doctor of Your Condition, its history and any other potentially relevant factors, and fully and truthfully answer any questions asked of You by the Doctor;
- b. proactively ask the Doctor about any possible side effects of the recommended Treatment if the Doctor does not him/herself talk to them;
- c. notify the Doctor or MHC in the rare situation that You encounter any problems with your Treatment, or develop any significant health complication, whether related to Your Condition or the Treatment or otherwise;
- d. inform the Doctor of any other drugs or medications You are taking from time to time, and of any changes to your medication routine;
- e. adhere to any instructions or directions provided by the Doctor; and
- f. The fees quoted by MHC include all disbursements paid or which become payable within the agreed term of treatment, such as the cost of medical consultations, regular performance management, medical prescriptions, dispatch, administration and any other recommended treatment charges as agreed previously in writing.

## 5. Confidentiality:

We and the Doctor will keep all information regarding Your Condition and Your consultations and assessments, and if applicable Your credit card and other financial information, confidential. This clause survives the termination of this Agreement.

## 6. Capacity and liability:

You acknowledge and agree as follows:

- a. The Doctors to whom We will refer You as part of the Services are Australian registered medical practitioners familiar with the Conditions and their treatments, and the pharmacists from whom we will source Your Treatment are registered pharmacists, but We are not responsible for the manner in which they conduct themselves in the discharge of their professional duties and obligations. You release Us from and indemnify Us against any and all claims by You in connection with any act or omission of the Doctor or of any pharmacist from whom we source Your Treatment.
- b. We have a deep understanding of the Conditions and of treatment options, but We are not registered medical practitioners or registered pharmacists and do not purport to represent Ourselves as such.
- c. To the fullest extent permitted by applicable law, We exclude all liability (whether contractual, tortious or otherwise) or consequential loss suffered by You under or in connection with this Agreement, the Services and the Treatment, and limit any residual liability (whether contractual, tortious or otherwise) to You under or in connection with this Agreement, the Services and the Treatment to the Fees paid by You.
- d. You will pay Us the Fees in relation to Your selected Plan, and any other costs, losses, damages or expenses We may suffer or incur in connection with any breach of this Agreement by You.

## 7. Termination:

- a. We may cancel Your Plan immediately by written notice (including prior to the expiry of the term of Your selected Plan) if: (i) the Doctor determines on medical grounds that Your Condition is no longer suitable for Treatment; or (ii) We are no longer able to provide you with the Services. If and when We do so, We will refund any remaining prepaid Fees to You, and You will return to Us any unused Treatments.
- b. Either We or You may cancel Your Plan (including prior to the expiry of the term of Your selected Plan) by providing the other party with prior written notice which is the lesser of:
  - i. 90 days; or
  - ii. the remaining period of the term of Your Plan,and if Your Plan is so cancelled:
  - iii. if We have cancelled Your Plan, We will refund any remaining prepaid Fees (if any) at the expiry of that notice period to You, and You will return to Us any unused Treatments; or
  - iv. if You have cancelled Your Plan, You will not be entitled to a refund of any remaining prepaid Fees at the expiry of that notice period, and You will return to Us any unused Treatments.

## 8. Intellectual property:

- a. Unless expressly stated otherwise, We are the sole owner of all the copyright, trade marks, trade names, patents and other intellectual property rights created, developed, subsisting or used in Our information, works and other materials We provide You in providing Our Services (MHC Materials), including but not limited to Our education brochures and other information resources.
- b. Except to the extent required for You to receive and use the Services under this Agreement, or as required under law, You must not access, use, republish, reproduce, copy, sell, modify, or otherwise exploit (in full or in part), the MHC Materials, without Our express prior written consent.
- c. This clause 8 survives the termination of this Agreement.

## 9. Governing law:

This Agreement is governed by the laws of New South Wales.

## 10. Interpretation:

In this Agreement:

**Client (“You / Your”)** means the client signing up to the Plan.

**Condition** means one or more of Erectile Dysfunction, Premature Ejaculation and Testosterone Deficiency.

**Doctor** means one or more of our registered medical practitioners to whom We will refer You as part of the Services.

**Fees** means the fees payable in respect of Your selected Plan, which will be disclosed to You in writing or on the phone prior to Your decision to pay, and which otherwise reflect the Fee structure referenced in clause 3.

**MHC (“We / Our / Ourselves / Us”)** means MHC (Aust) Pty Ltd (ABN 99 608 500 107).

**Plan** means one of the plans referenced in clause 3.

**Services** means the services performed and the Treatments provided by Us and/or the Doctor under the Plan, including:

- a. initial, and reasonable ongoing, consultation and assessment (typically over the phone) regarding Your Condition and its treatment;
- b. any reasonable further testing (such as a blood test) recommended by the Doctor;
- c. the provision of a prescription for the Treatment by the Doctor; and
- d. Treatment for the duration of your Plan. We will source Your Treatment from a registered pharmacist on Your behalf in accordance with Your prescription and deliver it to You at Your nominated address.

**Treatable** means that upon consultation and assessment the Doctor is of the opinion that Your Condition is suitable for treatment by and within the usual and reasonable range of Treatments.

**Treatment** means the medications and/or therapies prescribed by the Doctor in relation to Your Condition after consultation and assessment, including any replacement or alternative Treatments that may subsequently be prescribed by the Doctor.