

TERMS OF USE

These Terms of Use set out the terms and conditions of a contract between you, the client and CNS HQ (as defined below), governing your access to, and use of, the Service (defined below). By visiting, registering for, or using, this Service, you agree to be bound by and abide by these Terms of Use.

This online health service and website including all technology, (the Service) is operated by CNS HQ Pty Ltd ABN 31811441467 (CNS HQ, we, our or us). It is available at: www.cnshq.com.au (Website) and may be available through other addresses or channels (Other Platforms).

These Terms of Use include, and are supplemented by, any other terms and conditions contained within the Service that are more specific to the use of particular parts of this Service. In the event of any inconsistency the terms and conditions specific to a part of the Service prevail.

By accessing and/or using our Service, you agree to these Terms of Use and our Privacy Policy available on the Website (Terms). Please read the Terms carefully and immediately cease using our Service if you do not agree to them.

CNS HQ reserves the right from time to time to change these Terms of Use. We will notify you of any material changes prior to the date such change comes into effect. By continuing to use the Services, you are agreeing to the updated Terms of Use. You can find the latest Terms of Use [using the link at the bottom of each page of the Website]

Use of the Service

1.1. You must:

1.1.1. Comply with these Terms of Use at all times while using the Service;

1.1.2. Not use, or knowingly permit another person to use, the Service if you (or they) are not eligible to do so;

1.1.3. Where applicable, ensure that your contact and other details submitted to CNS HQ or stored via the Website for the Service are current and accurate; and monitor any electronic system or address designated by you for the purpose of receiving communications;

1.1.4. Ensure that all information you submit to CNS HQ, any employee, consultant or advisor of CNS HQ, or on the Website, is true and correct and does not infringe the rights (including intellectual property rights) of any other person. Each time you submit or provide information to CNS HQ, any employee, consultant or advisor of CNS HQ, or on the Website, you represent and warrant to the recipient of that information that you have complied with this clause and are not infringing the rights (including intellectual property rights) of any other person;

1.1.5. Not use the Service, Website or any Other Platform for any unlawful purpose;

1.1.6. Not introduce any Harmful Code into the Website or any Other Platform, or use the Website any Other Platform in a manner that could damage, disable or impair the Service, Website or any Other Platform;

1.1.7. Not use any robot, scraper or other means to access the Website or any Other Platform;

1.1.8. Comply with any of CNS HQ's policies or procedures regarding use of the Service, Website and Other Platform as notified to you from time to time by CNS HQ;

1.1.9. Maintain and safeguard the privacy and security of all personal or confidential information that you obtain access to in relation to the Service, Website or Other Platform;

1.1.10. Not access information or perform services relating to any other person (unless expressly permitted by the CNS HQ or by that other person to do so); and

1.1.11. Not send or post any unsolicited messages or any offensive, inflammatory, defamatory, threatening, abusive, hateful, racist, obscene, fraudulent, deceptive or otherwise unlawful information.

1.2. You are responsible for, and bear all the costs of, installing and maintaining your own systems and equipment necessary to access and use the Service.

1.3. You are liable for and must compensate CNS HQ, and its related parties on demand for all losses, costs, expenses (including legal costs on a full indemnity basis), claim or damage suffered or incurred (or agreed to pay by way of settlement or compromise) in connection with or arising out of:

1.3.1. A breach of these Terms of Use (including a representation or warranty) by you;

1.3.2. Fraudulent or dishonest conduct of you or any person you have permitted to use the Service on your behalf;

1.3.3. A failure to obtain, maintain, and comply with required consents and applicable laws; or

1.3.6. Failure to comply with any obligations of confidence or privacy under these Terms of Use, arising out of any of your acts or omissions or any of your related parties whether accidental or not.

1.4. You agree to report any misuse of the Website, Service or Other Platform that you become aware of, to CNS HQ.

2. Electronic communications

2.1. As a condition of your use of the Service, you may receive electronic communications which relate to your use, and the administration, of the Service.

2.2. You may request that your access to secure areas of the Website, Other Platform, or matters related to the Service be disabled (or re-enabled). Please contact CNS HQ to request any changes to access

3. Security of CNS HQ generally

3.1 While CNS HQ uses its best endeavours to implement security controls and prevent unauthorised access to, or use of, the Service, you acknowledge that the internet is an insecure public network where there is a risk that your use of, and interactions with, this Service may be viewed, intercepted or modified by third parties and that this Service and any information on the website may contain harmful code. CNS HQ will comply with its obligations pursuant to the Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth).

4. Basic online security – your obligations

4.1 While you are ultimately responsible for your own online security, CNS HQ recommends that you:

4.1.1. ensure that you are using the most recent version of your operating system and software (including web browser) with the latest patches and updates applied;

4.1.2. when using secure areas of the Website, check that you are using a secure website by making sure the address starts with "https" and looking for the padlock icon in your browser window;

4.1.3. ensure that you have anti-virus software installed and working on your computer, that its definitions are up to date and that it is configured to scan inbound and outbound emails and files;

4.1.4. ensure your browser is configured to minimise the likelihood of your computer or privacy being affected by Harmful Code;

4.1.5. if you are using a public or shared computer, ensure that you log out properly and close the browser window when you have finished;

4.1.6. be suspicious of strange emails, attachments or hyperlinks; and

4.1.7. if you suspect your computer has been affected by harmful code you should contact your IT service provider or anti-virus vendor.

5. Intellectual Property

5.1. Ownership of data and other Intellectual Property

5.1.1. The Service and any content made available to you in relation as part of the Services, or otherwise on the Website or Other Platform, including the software on which the Service is based, any documentation regarding its use, text, graphics, video, audio, information, factsheets, data and the design and layout of the Website (Material) are owned by CNS HQ or its third party licensors, and are protected by Australian and international copyright and other intellectual property laws.

5.2. Materials

5.2.1. You may access and download the Material for the purpose of receiving the benefits of the Service. To the extent permitted by law, you may not, subject to exceptions contained in the Copyright Act 1968 (Cth):

5.2.1.1. otherwise download, modify, copy, reproduce, republish, store, frame, upload, post, transmit, sell, lease, rent, sub-licence or disclose or distribute any part of this Service (or any Material) in any way, except as otherwise expressly stated on the Website or with CNS HQ's prior written consent;

5.2.1.2. tamper with any copyright notice, or tamper with or commercially use any trademark, logo or names (including business names and domain names) appearing on the Website or in Materials accessed via the Service (You must include CNS HQ's copyright notice in any copies of any Material); or

5.2.1.3. re-engineer, create derive works from, reverse engineer, disassemble, or decompile any part of the website,

5.2.1.4. and to the extent any right for you to do so is preserved by law, then only in strict accordance with the provisions or terms under that law.

5.2.2. CNS HQ reserves the right to access, maintain, delete or destroy all communications or information uploaded or stored on the Website or Other Platform at any time.

5.3. Use of CNS HQ's trademarks and related IP

5.3.1. You agree not to use the name, trademarks or logo of CNS HQ (or its related parties, suppliers or licensors) in publicity releases, advertising, promotional materials, direct mail, seminars, on your website, or in other communications without the express prior written consent of CNS HQ.

6. Confidentiality

6.1. You agree:

6.1.1. to maintain any information that is confidential or proprietary in nature or is designated as such (including without limitation the software, source code, technology, tools, processes, functional specifications and technical materials on

which the website is based) which you access via the Service in strict confidence at all times; and

6.1.2. not to disclose, use, transmit, inform or make available to any person any of that information except as necessary to perform your obligations or exercise your rights under these Terms of Use.

6.2. Clause 7 does not apply to any confidential information which you can demonstrate:

6.2.1. is or becomes known to the public through no breach of these Terms of Use;

6.2.2. was previously known by you, or subsequently provided to you, without any obligation to hold it in confidence;

6.2.3. is independently developed by you without the use of confidential information; or

6.2.4. is approved for release by written authorisation of CNS HQ, but only to the extent of such authorisation.

7. Privacy

7.1. CNS HQ will treat any personal information provided by you or collected in relation to in accordance with CNS HQ's Privacy Policy.

8. Disclaimers and exclusion of liability

8.1. Disclaimer

8.1.1. To the maximum extent permitted by law, CNS HQ make no representation, provide no express warranty or guarantee, and exclude all liability and any implied warranties (whether implied by statute or otherwise) in connection with:

8.1.1.1. The functionality, features and performance of the Service;

8.1.1.2. Legality or suitability of the Service or any services provided through it;

8.1.1.3. Title and non-infringement of third-party rights;

8.1.1.4. The security of the website or any linked Service, or the safety of any file or software associated with them (such as safety from any virus or defects including those which could damage or interfere with your data, hardware or software);

8.1.1.5. Merchantability or fitness for a particular purpose of the Service; or

8.1.1.6. The Website being provided error-free or without interruption (including without limitation the availability of internet connections or other telecommunications systems).

8.1.2. Despite any provision in these Terms of Use to the contrary, and to the extent permitted by law, CNS HQ shall not be liable for any consequential, special, incidental, indirect or punitive losses, costs, expenses or damages, whether in contract, tort or otherwise (including negligence) arising out of or in connection with the Services, Website or Other Platform.

8.1.3. To the extent permitted by law, in the event of any problem with the Service, any goods or services provided in connection with the Service or any dealings between you and CNS HQ, you agree that:

8.1.3.1. your sole remedy is to cease using the Service or any Material provided to, or accessed by, you in connection with the Service;

8.1.3.2. you release CNS HQ and hold CNS HQ harmless from any and all claims, demands, and damages of every kind and nature (including, without limitation, actual, special, incidental and consequential), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Service; and

8.1.3.3. you waive the provisions of any law limiting or prohibiting a limitation and release as set out in this clause

8.1.4. If, despite these Terms of Use, a court determines that CNS HQ is responsible for loss or damage arising from your access to or use of this Service, to the extent permitted by law, CNS HQ's liability is limited in any event to resupplying the relevant part of the Service or the reasonable cost of having it resupplied, and CNS HQ reserves its options at law as to how it may discharge CNS HQ's obligations in relation to liability that cannot be lawfully excluded under these terms.

8.2. Reference material

8.2.1. Materials provided on the Website are provided for general information only. CNS HQ has used reasonable endeavours to ensure the quality of the Material:

8.2.1.1. it is provided "as is" and CNS HQ does not warrant that it is accurate, complete, reliable, current, of a particular quality or suitable for your particular circumstances;

8.2.1.2. it is not intended to be a substitute for professional medical advice, diagnosis or treatment provided by an appropriately qualified health care professional (you always consult a medical professional and obtain appropriate medical advice including interpretation of these materials);

8.2.1.3. some of the information has been provided or made available by third parties (or derived from that information) and does not necessarily reflect any policies,

procedures, standard or guidelines of CNS HQ, any other users of this Service or any Government or association;

8.2.1.4. you use it at your own risk, should not act (or fail to act) on the basis of the materials of this Service and you are solely responsible for all acts or omissions carried out in connection with, or in reliance on, the Materials;

8.2.1.5. to the extent permitted by law CNS HQ accepts no responsibility and disclaims all liability in relation to use of those Materials.

9. General

9.1. In these terms of use, unless specified otherwise:

9.1.1. Harmful Code means any computer code or routine that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, key loggers, trojans and any new types of programmed threats that may be classified, but excluding passwords, software keys and like features that are security features or intended elements of software used to prevent unauthorised access and use.

9.1.2. These terms and conditions are governed by the laws in force in the State of South Australia, Australia. By visiting and using the Service you unconditionally submit to the jurisdiction of the courts of that State and all courts with jurisdiction to hear appeals from those courts.

9.1.3. CNS HQ may seek urgent injunctive relief in order to protect the confidentiality of its information or prevent the misuse of its intellectual property.

9.1.4. The failure or delay of CNS HQ exercise any right or remedy under these Terms of Use will not operate as further waiver of such right or remedy in the future or any other right or remedy. No waiver of any default, condition or breach of these Terms of Use shall be deemed to imply or constitute a waiver of any other default, condition or breach of these Terms of Use, whether of a similar nature or otherwise.

9.1.5. If any one or more of the provisions of these Terms of Use are invalid or otherwise unenforceable, to the extent possible the provision should be read down to reflect the intent of the parties and the enforceability of remaining provisions shall be unimpaired.

9.1.8. You may not assign any of your rights or obligations under these Terms of Use without the prior written consent of CNS HQ.

9.1.9. All rights and obligations under:

9.1.9.1. any provision regarding privacy, confidentiality, intellectual property, waivers, indemnities, representations and warranties (including clauses 6, 7, 8 and 9);

9.1.9.2. accrued rights or obligations existing at the time of termination or expiry; and

9.1.9.3. any indemnities and any representations and warranties,

survive termination or expiry. Any other provisions necessary or desirable to give effect to those rights and obligations survive expiry or termination of these Terms of Use.

9.1.10. These Terms of Use (including any supplementary terms within the Service) set out the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to their subject matter.

10. Questions

If you have any questions about this Service, please visit and contact us at www.cnshq.com.au