

## BERTS ALERT MEDICAL SUBSCRIBER TERMS AND CONDITIONS

Bert Digital Technologies Pty Ltd (“we”, “us”, “our”) operates the website located at [www.bertsalertmedical.com.au](http://www.bertsalertmedical.com.au) (and redirects to that site from other domains) and offers its BERTS ALERT MEDICAL subscription services and products through its website and elsewhere.

### Our Products and Services

- **Services:** We provide the service of hosting (through a secure third party supplier server) our subscribers' self-selected and self-provided personal, health, medical and emergency information (the “**Services**”).
- **Products:** Information allowing access to the hosted information using a unique NFC tags/codes is embedded in, mounted or printed upon a range of products such as smart cards, smart-chips, smart tiles, smart FOBs including as wristbands, ID cards, bracelets, keyrings and tiles. Subscribers have the option of purchasing a variety of products from us to allow access to their hosted information by emergency service and first responders.
- NFC is a near-field communication technology, essentially involving inductive coupling in a very close range (up to 1 cm). Through using NFCs a person may access a subscribers' information filed and stored on a remote server through contact between the NFC tagged products and their NFC reader (most smartphones).

### Subscriber Terms

By subscribing to, or using our Services and purchasing Products, you accept and agree to be bound by these Terms (which incorporate our Privacy Statement). If you do not comply with the Terms, we may, in our absolute discretion, suspend or terminate your subscription and your access to our Services.

### Additional Information About Our Services and Products

- The website is a secure website using SSL technology throughout. Subscribers can confirm the security by the presence of a padlock alongside the website address in their browser.
- Subscribers are 100% in control of any information provided to us through the membership information collection form. There is no requirement to complete all fields and subscribers choose what information they want recorded on their form and tagged for access through a NFC reader on their chosen Products.
- Information provided by you is transmitted and stored electronically on our third party supplier's secure server. Our supplier is Amazon Web Services and your content is stored by Amazon in accordance with the terms entered into between us and Amazon with regards to their services. Amazon does not access, use or disclose this information for any reason.
- Your information is stored on a unique and secure webpage to which you will be provided the URL.
- To allow for the fastest possible access to your information by a first responder or in the event of an emergency, access to your name and photo is not locked by password, however to access your detailed medical information the first responder/emergency personnel must enter a password. It is not possible for your page to be accessed accidentally or otherwise, and we take all reasonable steps to ensure that the forms are not accessed other than by you for entering your personal information, or through the use of a NFC reader connecting with the NFC tag.
- A password is supplied to activate your BERTS ALERT MEDICAL membership. This password becomes the password to your account. You may change the password supplied after you have activated your BERTS ALERT MEDICAL membership.
- We will not alter information provided by you as filled out on your form under any circumstances.
- We agree to act ethically and responsibly with your information.
- We endeavour to approach any report of a problem, issue, outage, error or failure of the Services or Products in a professional manner and where so alerted, to investigate any problem, issue, outage, error or failure of the Services on your behalf within a reasonable timeframe.

- We endeavour to notify you of any major service outage that we are made aware of by any of our suppliers whether planned or unplanned using the email address that you have provided us with upon submitting your information.

### **Fees, Payment and Cancellation Policy**

- Upon setting up your subscription and selecting for purchase certain products, we will charge you the subscription fee for the type of subscription you have chosen as displayed at the time of subscribing and the price of purchased products also as displayed at the time of purchasing.
- The term of your subscription commences on the date you receive confirmation of acceptance of your subscription and log in details from us and continues for 1 calendar year from such date, unless you renew or extend your subscription by paying the then annual subscription fee as advertised at the time of renewal/extension and accepting the then current Terms.
- Once subscribed, other than to the extent required by any relevant legislation, subscriptions cannot be cancelled, refunded or extended for any reason other than in our sole discretion. For the avoidance of doubt, nothing in this clause 7 limits in any way consumer guarantees and rights that may be available to a consumer within the meaning of the Australian Consumer Law (*Competition and Consumer Act 2010 (Cth)*).
- We provide various payment methods for Services and Products, including but not limited to online third party hosted credit card payments and direct deposit. The payment method you choose may be subject to additional terms and conditions imposed by the applicable third party payment processor. By making payment through a third party payment processor, you accept their applicable terms and conditions. In the absence of fraud or mistake, all payments made are final. If you make a payment by debit card or credit card, you warrant that the information you provide to us or our payment processor is true and complete, that you are authorised to use the debit card or credit card to make the payment, that your payment will be honoured by your card issuer.
- Where you wish to make changes to your information or order additional products, you may do this through the Website and upon payment of the advertised fees/prices for such changes or products.

### **Return of Products**

- Due to the personalised nature of the Products we do not provide refunds or returns for change of mind purchases.
- If a Product is not working (other than due to mistreatment, damage or loss) we will replace such Product free of charge upon return of the defective product to us and our confirmation that the Product is defective.

### **Issues with Services**

If you have any issues or problems with the Services please contact us immediately by email or phone (contact details are at end of these Terms and displayed on the website). Please detail the precise nature of the problem and a contact number on which we can reach you. We will make reasonable endeavours to investigate any problem and work on a solution.

### **Australian Consumer Law**

Nothing in these Terms or otherwise is intended to exclude or limit the operation of the Australian Consumer Law (as set out in the *Competition and Consumer Act 2010 (Cth)*) or any other laws implying terms, conditions or warranties into contracts for the supply of goods or services which cannot be excluded. Subject to this clause, and to the fullest extent permitted by law, all implied rights, remedies, guarantees, conditions and warranties are hereby excluded.

### **Subscriber Obligations**

As a subscriber to the Services, you agree as follows:

- to provide a valid and functioning email address as part of their information submission. Failure to provide a valid and functioning email address may cause you to miss important service announcements or unplanned outages. We are not responsible if you miss such information. Your email address will not be shared with any third parties and will be used by us for the purposes of Services activation notifications plus other notifications relating to the Services

such as outages, policy updates, updates to Terms, customer offers and occasional newsletters.

- to remain subscribed to the email notifications that we operate alongside the Services. We reserve the right to cancel a subscription to the Services if we are notified that you have unsubscribed or implemented any other means to stop receiving emails from us related to the Services. It is vital that we have a method of making you aware of any planned or unplanned service outages.
- to accept full and absolute responsibility for frequently satisfying yourself that:
  - your information remains accurate, up to date and comprehensible and that your information is displayed using the appropriate method of access; and
  - the product/s containing the NFC tag remain functional with compatible NFC devices.We strongly encourage checking this daily.
- You acknowledge that at the end of any subscription term, we reserve the right to remove your information without further notice to you.
- You acknowledge that your information is not stored in the NFC tag contained within or on Products – instead the NFC tag contains an electronic version of your unique URL which a compatible device will prompt a user to visit if the NFC tag is read by a compatible NFC reader.
- You will only use the Services in good faith and for its intended purpose, and in compliance with applicable laws and you will not load or publish any material that contains any virus, trojan horse, worm or other programs that have an adverse effect on the Services, or the hosting infrastructure.

#### **Disclaimers**

- We will only publish your most recent submission of your information. We cannot be held responsible for the omission or inclusion of incorrect information or any consequences whatsoever resulting from the same when multiple submissions have been made.
- All Services are provided on a 'best endeavours', 'as-available' and 'as-is' basis without any warranties of any kind, whether express or implied unless a warranty cannot be contracted out of pursuant to law.
- We are not responsible and cannot be held liable for:
  - any inaccuracies of customer information;
  - any damage to the NFC tag contained within your Products once it has been received and in use by you;
  - the apparent failure of any device whatsoever to access or read the information on the NFC tag;
  - any circumstances whatsoever resulting from the Services not working as intended due to your failure to make the recommended daily checks to the Services, failure to report any inaccuracies or discrepancies or a technical failure of any third party's product or service including our supplier's or human error by employees of us or our suppliers or a force majeure or any other circumstances beyond our control;
  - any failure of any technology provided by our suppliers or any other third party including but not limited to the Internet, servers and any telecommunications connections.
- **Neither us or our employees, consultants, suppliers, subcontractors or agents are medical or health professionals. We do not provide any emergency response medical or health services. Our Services are merely a means to enable you to allow first responders, emergency services and other assistance providers with access to your information which may (but is not guaranteed or represented in any way) to inform persons assisting you of your personal details, medical information or other relevant or vital details.**
- To the maximum extent permitted by law, we shall not be liable for any direct, indirect, special, punitive, incidental, exemplary, contractual, or consequential damages, or any damages whatsoever of any kind, resulting from any loss arising out of or in any way connected with your use of our Services. To the maximum extent permitted by law, you release and indemnify us from your use of our Services.

## **Privacy Statement**

- We collect, hold and store your personal information (as provided by you) on the Amazon server for the sole purpose of providing the Services to you. That is (a) allowing access to your information through the use of a NFC tag and reader and (b) contacting you at your provided contact details for the purposes set out in these Terms. The effective management of all personal information, including security and confidentiality, is the heart of our business and therefore underpins our practices and processes.
- We do not use, disclose or handle your personal information for any other purpose and we will never sell or trade your personal information.
- We take your privacy and the collection and storage of your personal information seriously and take all reasonable steps to ensure that your information is collected, held, stored, handled and disclosed only as stated above.

## **Intellectual Property**

All content included on the website and Services including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is and remains our intellectual property, or the intellectual property of our licensors or other relevant third parties. You may not reproduce, copy, distribute, store, publish or use material from the website without first obtaining our express written consent.

## **Links to Other Websites**

The Website may contain links to third-party websites. Linked sites are not under our control and as such we are not responsible for the content of any linked site. Links are provided as a convenience only, and a link does not imply that we endorse, sponsor, or are affiliated with the linked site. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

## **General**

- We reserve the right to amend these Terms at any time. We will take reasonable endeavours to notify all subscribers of changes to the Terms. You agree that these changes will come into effect the next time you use visit our Website, or use the Services. Your continued use of the Services will constitute acceptance of the updated Terms. If you do not agree with any changes to the Terms, you should immediately cease use of the Services and unsubscribe from the Services.
- These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control.
- If the whole or any part of these Terms is invalid, unenforceable, illegal, void or voidable for any reason, the Terms will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from the Terms or read down to the extent necessary to overcome the difficulty.
- Any notice given under these Terms must be in writing addressed to us at the email address or postal address at the end of these Terms or to you at the email address or postal address provided by you in our subscription contact details. Any notice may be sent by registered post or email and will be deemed to have been served on the expiry of 4 business days in the case of post, or at the time of transmission in the case of transmission by email.
- The Terms are governed by the laws in force in the State of Victoria, Australia. By visiting the website and using our Services you unconditionally submit to the jurisdiction of the courts of that State and all courts with jurisdiction to hear appeals from those courts.

**For any questions or notices, please contact us at:**

**Bert Digital Technologies Pty Ltd**

**Email:** admin@berts.world

**Postal Address:** P.O Box 564, Geelong, VIC 3220, Australia

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