



WAIT ONCE Terms and Conditions – App user (Client)

1 Overview

- 1.1 WaitOnce (**Platform**) is a digital platform developed and owned exclusively by WAIT ONCE Pty Ltd ACN 674 857 071 (**we, us or our**) with domain name <https://waitonce.com.au>
- 1.2 We and our third-party licensors reserve the right to update, modify, replace, limit, and expand the Platform and its functionality.
- 1.3 Each user of the Platform should read these Terms and Conditions carefully prior to registering to use the Platform.

2 Acceptance of Terms and Conditions

- 2.1 These Terms and Conditions record an agreement between you (**Client(s), user, you or your**), as the user, and us for the purpose of you registering to use the Platform.
- 2.2 By using the Platform, you are accepting these Terms and Conditions (**Terms and Conditions**) and agree to be bound by them.
- 2.3 We reserve the right to make changes to these Terms and Conditions from time to time without notice.

3 Subscription

- 3.1 At the time you register to use the Platform you may be required to provide:
 - (a) Your full name;
 - (b) A valid email address;
 - (c) A valid phone number;
 - (d) Date of birth;
 - (e) Any other information required to complete the registration process.

(Client Data).
- 3.2 Failure to supply correct Client Data may result in us cancelling your registration.
- 3.3 You agree to update your Client Data if there are any changes to ensure that it is current and accurate at all times. You agree to update us to the extent you become aware of any such changes in relation to your account.
- 3.4 You agree to permit us to use the Client Data for the purpose of providing the functionality of the Platform and any related purpose. You acknowledge that in order to do so, we may share the Client Data with other parties, including stakeholders, service providers and suppliers.
- 3.5 When you register with the Platform you will be asked to provide a contact email address. An

activation email will be sent to your email address together with information enabling you to reset your password using a one-time password (OTP).

- 3.6 You will cooperate to perform and complete all required onboarding actions steps to allow you to commence using the Platform.
- 3.7 You are responsible for maintaining the security of your login and account information, including but not limited to your password. We accept no liability for any loss or damage arising from your failure to comply with this obligation.
- 3.8 You are responsible for all activities that occur on your account. We accept no liability for any loss or damage from activities on your account.
- 3.9 You agree to use the Platform for its intended purpose. You must not use the software for any illegal or unauthorised purpose, including the transmission of malware. You must not use the service to violate any laws in your jurisdiction, including but not limited to copyright laws.
- 3.10 All Client Data will be stored and maintained by or on behalf of us in accordance with Australian law.
- 3.11 Our use of any personal or sensitive information provided within the Client Data will be in accordance with our [Privacy Policy](#). We are committed to protecting your personal and health information through secure storage and transfer methods, including encryption where appropriate, in accordance with Australian privacy laws.

4 Service

4.1 The Platform enables allied health practices (**Health Practitioner(s)**) to make use of cancelled appointments, improve visibility, and simplify the booking process (**Services**) by:

- (a) Enabling Clients to find providers based on services, expertise, location, and unique practice features, including but not limited to hoist access or accessible parking; and
- (b) Enabling Clients to schedule, repeat, or request mobile and waitlist appointments.

WAITONCE and the Platform do not provide therapeutic service, medical services, or medical advice, nor does it handle documents or medical information. The Platform offers a digital facilitation service only.

- 4.2 Appointments are scheduled according to the Health Practitioners' time zone, and are displayed to you in the time zone selected in your profile. You may set your preferred time zone in the profile section.
- 4.3 We reserve the right to modify the Platform and the Service at any time at our sole discretion. We may update you upon making any such changes at our discretion.
- 4.4 The Platform and the Service is available to any user aged 18 years of age or older. Those under the age of 18 (**children**) may use the Platform only where their account has been linked to a Platform account operated by their parent or legal guardian, in which case these terms and conditions are binding upon you as the child's parent or guardian.
- 4.5 By accepting these Terms and Conditions, you confirm and accept that:
 - (a) You are the user or the user's legal guardian, parent, or health attorney. You will provide proof of age, identification, and address if requested to do so.

- (b) We only provide the Platform by which you may engage with the Platform to connect you with a Health Practitioner. We accept no liability for any loss suffered by you or the Client due to your failure to comply with the operating requirements of the Platform.
 - (c) We do not warrant or represent the qualifications, quality, suitability, reputation or specialisation of any Health Practitioner. Our role is limited to providing a platform to facilitate your connection with a Health Practitioner. You are solely responsible for conducting your own inquiries to determine whether a Health Practitioner is suitable for your needs. We disclaim all liability for the fees, availability, conduct, representations (including misrepresentations), negligence, malpractice, or any other acts or omissions of any Health Practitioner.
 - (d) We are not affiliated with, nor do we represent, any government or governing body.
- 4.6 The Health Practitioners may, at their discretion, cancel, reschedule or discontinue a consultation, or decline to provide service to you or the Client. We accept no liability for any loss or damage arising from a Health Practitioner cancelling or rescheduling a consultation, or declining to provide service.

5 Suitability of Services

- 5.1 The Platform is not suitable for use in medical emergencies and does not provide emergency services. In the case of an emergency, you should contact emergency services by dialling 000 on your telephone. You should not rely on the Platform for urgent or life-threatening conditions.
- 5.2 The Platform is not intended to be a substitute for the ongoing involvement of your usual general practitioner or other regular health professionals. You may consult with your usual general practitioner or other regular health professionals before using the Services of the Platform for you or the Client's ongoing health requirements.
- 5.3 The success of the Services and the services provided by Health Practitioners will depend on the completeness and accuracy of the information you provide. We will not be held liable for any loss or damage caused to you or the Client as a result of you withholding or providing incomplete, inaccurate, or misleading information.

6 Fees

- 6.1 The Clients may subscribe to the Platform at no cost.
- 6.2 We reserve the right to impose fees for the Services or to vary any existing fees at our discretion.
- 6.3 We do not accept responsibility for any fees, including but not limited to cancellation fees or charges imposed by Health Practitioners or any other third party, arising in connection with your appointment booking or any other activities relating to your use of the Platform.

7 Term and Termination

- 7.1 You may cancel your registration on the Platform at any time.
- 7.2 We reserve the right to delete your account immediately if you are in breach of any of these Terms and Conditions, including but not limited to any dishonest, discourteous, or otherwise unprofessional behaviour by you in relation to us.

7.3 Termination will not affect any of our accrued rights or your accrued liabilities as at the time of termination.

8 Intellectual Property

8.1 Your subscription to the Platform is pursuant to a non-exclusive license between you and us which is granted subject to these Terms and Conditions. Nothing in these Terms and Conditions or otherwise creates an assignment of any rights in the Platform beyond the ability to use it for its intended use.

8.2 Nothing in these Terms and Conditions or otherwise creates the right for you to sublicense the Platform, or your account.

8.3 By accepting these Terms and Conditions you undertake not to reverse engineer, replicate, or otherwise copy the Platform. We reserve all our rights to seek compensation, damages, injunctions, or any other remedy available to us at law if any attempt to do so, whether successful or unsuccessful, is made by you or any of your affiliates.

8.4 All intellectual property and ownership rights subsisting in the Platform (including the user interface and the software comprising the Platform), the data derived from use of the Platform, and any other documentation, information or materials that are supplied by us to you, remain our or our third party licensors' exclusive property. For the avoidance of doubt, nothing in this agreement assigns any ownership rights to you.

9 Artificial Intelligence (AI) Use

9.1 The Platform's AI technologies and models are developed using probabilistic methods and are trained on a range of historical and publicly available data. As a result, the outputs may not reflect individual circumstances and may contain inaccuracies, omissions, or bias.

9.2 You agree that the AI-generated outputs are:

- (a) Incomplete; and
- (b) Provided on an informational basis only.

By accessing and using the Platform, you acknowledge and consent to the use of AI technologies to process your inputs and generate informational summaries.

9.3 We may use anonymised user data and interactions to train and refine our AI tools, in line with our Privacy Policy and Australian privacy laws.

9.4 To the maximum extent permitted by applicable law, we disclaim all liability for any harm, injury, or loss arising from your reliance on AI-generated content.

10 Operation of the Platform

10.1 As a user of the Platform, you warrant that you will comply fully with all operating instructions. Any failure to comply fully with operating instructions may result in the sub-par or faulty performance of the Platform.

10.2 We accept no liability, and you release us from any such liability, associated with faults or errors caused by your non-compliance with all operating instructions.

10.3 We may suspend your account for any one or more periods of time if we are unable to provide the software due to a fault or dysfunction with our servers.

11 Modifications to the Platform

- 11.1 We reserve the right to modify or discontinue, temporarily or permanently the Platform and its other products and services with or without notice.

12 Warranties

- 12.1 By using the Platform, you represent and warrant that we will not be liable for any direct or indirect expense, damage or injury (including indirect loss of revenue, profits, goodwill or business opportunity) howsoever caused, including arising directly or indirectly from or in connection with your use of the Platform.
- 12.2 Subject to any of the rights you may have under Australian Consumer Protection Law, we exclude to the fullest extent possible all implied terms and warranties, whether statutory or otherwise, relating to the Platform or any other matter under these Terms and Conditions.

13 Limitation of Liability and Indemnity

- 13.1 The Platform is made available to you on an “as is” basis. We make no warranties, representations or conditions of any kind, express, statutory or implied as to:
- (a) The operation and functionality of the platform;
 - (b) The accuracy, integrity, completeness, quality, legality, usefulness, safety and IP rights of any of the software content; and/or
 - (c) The products and services, including but not limited to the Services associated with the Platform or its content. We further disclaim all warranties, express, statutory or implied, including, but not limited to, implied warranties of merchantability, merchantable quality, durability, fitness for a particular purpose and/or non-infringement. No advice or information, whether oral or written, that you obtain from us shall create any warranty, representation or condition not expressly stated herein.
- 13.2 To the maximum extent permitted by applicable law, we disclaim all liability for any:
- (a) Loss or damage arising from your reliance on AI-generated content;
 - (b) Conduct or advice of Health Practitioners;
 - (c) Inaccuracies in information you submit;
 - (d) Platform interruptions, errors or outages;
 - (e) Indirect, special, incidental, punitive, exemplary, reliance or consequential damages;
 - (f) Loss of profits;
 - (g) Business interruption;
 - (h) Network interruptions;
 - (i) Loss or damage to reputation of us or any third party; or
 - (j) Loss of information or data.
- 13.3 We further disclaim all liability for any loss or damage arising out of your use of the Platform. Your use of the Platform is at your own discretion and risk, and you will be solely responsible

for any resulting loss or damage, including but not limited to, any loss of data or damage to your computer(s), device(s) or networks from viruses that may be downloaded to your phone or computer in the course of using the software. Some jurisdictions do not allow the exclusion of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. If you reside in such a jurisdiction, the above limitations shall apply to you to the fullest extent permitted under applicable law.

- 13.4 We do not provide medical or health advice. To the fullest extent permitted by applicable law, we accept no liability in connection with any medical or healthcare services arranged through the Platform. Any questions concerning your health, or matters outside the technical operation of the Platform, should be referred to the Health Practitioners.
- 13.5 We do not warrant any remedies, advice, prescriptions, or treatments provided by any Health Practitioners. We fully disclaim all liability for any loss or damage arising from any remedies, advice, prescriptions, or treatments of any Health Practitioners.
- 13.6 You indemnify us and our officers, employees, and agents and the officers, employees, and agents of our related body corporates against any and all claims, actions, proceedings, losses, liabilities and expenses (including legal expenses on a full indemnity basis) in any way arising from or relating to:
- (a) You or a Client's quality or suitability of any remedies, advice, prescriptions, or treatments otherwise provided by a Health Practitioner;
 - (b) Any personal injury or death or any alleged or actual malpractice or negligence by any Health Practitioner;
 - (c) Your failure to follow any of our operating instructions, or failure to provide complete, truthful and accurate information to us or a Health Practitioner; and
 - (d) You and/or the Client's use of the services provided by Health Practitioners.
- 13.7 Information hosted on the Platform does not constitute healthcare or medical advice and should not be relied on as such. We fully disclaim all liability for any loss or damage arising from your reliance on information provided on the Platform.
- 13.8 You agree to defend, indemnify and hold harmless us, our members, managers, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of:
- (a) Your access to or use of the Platform;
 - (b) Your violation of this agreement; or
 - (c) Any infringement by you of any intellectual property or other right of any person or entity.

We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

- 13.9 Our maximum aggregate liability to you for any claims, damages, injuries or causes whatsoever, and regardless of the form of action (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason), will at all times be limited to \$100.00.
- 13.10 Nothing in these Terms and Conditions excludes, restricts, or modifies any rights or remedies you may have under the Australian Consumer Law or any other applicable legislation that cannot be lawfully excluded. To the extent any term would contravene such legislation or cause any part of these Terms and Conditions to be void, that term will be severed, and the remaining terms will remain in full force and effect

14 Links to Third Party Content

- 14.1 We may link to the websites or other services offered by the Health Practitioners. In doing so, we do not warrant the functionality of the business, product, or service being advertised in the link.
- 14.2 Where we link to third party websites, we do not warrant the safety, functionality, or suitability of these websites. We are in no way liable for any loss, damage, risk or liability incurred from you visiting any third party websites accessible through links.
- 14.3 The Platform may contain links to third-party websites not under our control or operation. We may provide any such links only as a convenience. We do not endorse and we are not responsible for nor have any control over the contents of any linked site or any link contained in a linked site. Linked sites may be subject to their own terms and conditions. We do not verify or warrant the legality or suitability of those terms and conditions, however encourage you to read them before accessing or using the linked site. We accept no liability for any loss or damage suffered as a result of you accessing a linked site.

15 General

- 15.1 To the extent permitted by applicable law:
- (a) We reserve the right to create, collect and / or store any metadata resulting from your use of the Platform;
 - (b) We may use metadata for a variety of functions including (but not limited to) conducting investigations, helping us manage and administer the Platform, for purposes of search engine optimisation and to drive traffic to the Platform; and
 - (c) We reserve the right to disclose your information (including metadata), to government agencies and authorities where required or requested by law.
- 15.2 You understand that we use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, payment gateway and related technology required to run the Platform.
- 15.3 You must not modify, adapt or hack the Platform or modify another website or software so as to falsely imply that it is associated with the Platform or us.
- 15.4 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform, use of the Platform, or access to the Platform without our prior express written permission. We claim copyright and all other intellectual property rights over the Platform and its other products and services and reserves all of our rights.

- 15.5 Verbal, physical, written or other abuse (including threats of abuse or retribution) of any of our employees, members, representatives, or officers will result in immediate termination of your account.
- 15.6 We do not warrant that:
- (a) The Platform will meet your specific requirements;
 - (b) The Platform will be uninterrupted, timely, secure, or error-free; or
 - (c) Any errors in the Platform will be corrected.
- 15.7 You expressly understand, agree and warrant that we must not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from:
- (a) The use or the inability to use the Platform;
 - (b) Unauthorised access to or alteration of your transmissions or data; or
 - (c) Any other matter relating to the Platform.
- 15.8 The failure of us to exercise or enforce any right or provision of these Terms and Conditions must not constitute a waiver of such right or provision.
- 15.9 The Terms and Conditions constitutes the entire agreement between you and us and govern your use of the Platform, superseding any prior agreements between you and us.
- 15.10 Any part of these Terms and Conditions that is invalid, prohibited or not enforceable will not void the balance of the Terms and Conditions. All other parts will be enforced without regard to the invalid provision and continue to be valid in accordance with their terms.
- 15.11 We make no representations or warranties that the content of the Platform complies with the laws (including intellectual property laws) of any country outside Australia.
- 15.12 If you have a concern or complaint about the Platform, please contact us at support@waitonce.com.au We encourage you to raise issues promptly so we can seek to resolve them. Before commencing any legal proceedings, you agree to attempt to resolve any dispute through good faith negotiation and, if unresolved, through mediation conducted in Australian Capital Territory, Australia. Disputes arising from your use of the Platform are exclusively subject to the jurisdiction of the courts of Australian Capital Territory.
- 15.13 These Terms and Conditions are governed by the laws of Australian Capital Territory.