

CBD Health Plus

WEBSITE TERMS AND CONDITIONS

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The term 'you' or 'your' refers to the website user.

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- Your use of this website and any dispute arising out of your use of it is subject to the laws of Australia.
- You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.
- These terms and conditions do not relate to your use of any product or service described on our website unless otherwise agreed. You must refer to the individual warranty relevant to any particular product or service.
- CBD Health Plus members are required to abide by the CBD Health Plus Code of Ethics and the CBD Health Plus Code of Practice. However, CBD Health Plus does not make any representation about the suitability of any practitioner referred through the site in respect to any ailment suffered by you and will not be liable for any damages, costs, fees or any monies howsoever incurred, as a result of any claim however it arises, from your treatment by any practitioner or your following any advice given by such practitioner.
- These terms and conditions may be amended from time to time. Your continued use of our website following any such amendments will be deemed to be confirmation that you accept those amendments.
- You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.
- In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website.
- Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.
- Payment processing services for prescriptions service offered by CBD Health Plus are provided by Stripe Payments Australia Pty Ltd ("Stripe") and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service

(collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to operate as a Customer with a Connected Account, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time.

- As a condition of CBD Health Plus enabling payment processing services through Stripe, You agree to provide CBD Health Plus with accurate and complete information about it and its business, and You authorises CBD Health Plus to share with Stripe that information and transaction information related to Your use of the payment processing services provided by Stripe. For more information regarding Stripe's use of data, please review Stripe's Privacy Policy.

- The Stripe Connected Account Agreement is between Stripe and You, and CBD Health Plus shall not have any liability or responsibility for any breach of the Stripe Connected Account Agreement, or any losses, damages, expenses or costs incurred You in connection with such agreement.

- You may only use the integrated payment processing service for the online prescription service.

- You are financially liable for Disputes, Chargebacks, Refunds, and any fines that arise from your use of the payment processing services. You agree that CBD Health Plus may recover any amounts it incurs in respect of Disputes, Chargebacks, Refunds and any associated fines and for which you liable. You will pay CBD Health Plus the full amount of these amounts upon demand.

- The expressions "Connected Account", "Disputes", "Chargebacks" and "Refunds" as defined in the Stripe Services Agreement and used in this Agreement have the same meaning as set out in the Stripe Services Agreement.

- We use an online booking system called “Cliniko” which is subject to the Cliniko Agreement, which includes the Cliniko Terms of Service (collectively, the "Cliniko Services Agreement"). By agreeing to these terms or continuing to operate as a Customer with a Connected Account, you agree to be bound by the Cliniko Services Agreement, as the same may be modified by Cliniko from time to time.

- You can book an appointment through our booking link <https://cbdhealthplus.cliniko.com/bookings#service>. You do not need to log in. Patients enter basic information while booking appointments and Cliniko will either create a new patient or link the appointment to an existing patient if the match is found. This system enables you to make bookings 24/7. The bookings page is linked from CBD Health Plus website and it's the only page shared with the public. New bookings are synchronised with the Cliniko appointment calendar.

- You will receive a confirmation email upon making an online booking and then email or SMS reminder (10am) one day prior to your appointment.

- Patients who book an appointment on the day by telephone will receive a text message or an email to their mobile phone number with all the information they will need in preparation to arriving for their treatment. Online bookings are for 1 PERSON ONLY.

- If you need to reschedule your appointment or cancel it altogether please contact us on +61 (08) 9211 1103. A fee may be charged if a client does not show up for an appointment or if insufficient notice is given. You may also cancel your appointment/ reschedule through the initial appointment reminder message. You will be able to click on a link to cancel your appointment.