

# 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, Mens Health Clinic Pty Ltd (ABN 12 160 389 113) on these Terms & Conditions.

## 2. Services

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

## 3. Plans and Fees

We offer the following Plans with the following Fee structures:

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> <li>18 Months</li> </ul>	<b>Term Plans:</b> <ul style="list-style-type: none"> <li>Fees payable in advance</li> </ul>	Fees fully refundable in the event Your Condition is deemed not Treatable by an MHC physician.
	Month to month payment option available on both Term Plans	<b>Month to month payment:</b> <ul style="list-style-type: none"> <li>initial month's Fee payable in advance</li> <li>direct debit authority for subsequent months' Fees for the balance of the Term</li> </ul>	Fees fully refundable in the event Your Condition is deemed not Treatable by an MHC physician.  Services and associated monthly direct debits will continue beyond the Term unless/until You cancel the Plan on one month's notice
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 fully refundable in the event Your Condition is deemed not Treatable by an MHC physician.
	Month to month payment option available on both Term Plans	<b>Month to month payment:</b> <ul style="list-style-type: none"> <li>initial month's Fee payable in advance</li> <li>direct debit authority for subsequent months' Fees for the balance of the Term</li> </ul>	Fees fully refundable in the event Your Condition is deemed not Treatable by an MHC physician.  Services and associated monthly direct debits will continue beyond the Term unless/until You cancel the Plan on one month's notice
Testosterone Deficiency	<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>deposit for initial consultation and any required testing</li> <li>balance of Fees payable in advance if Your Condition is Treatable</li> </ul>	Deposit non-refundable if Your Condition is deemed not Treatable by an MHC physician.
	Month to month payment option available on both Term Plans	<b>Month to month payment:</b> <ul style="list-style-type: none"> <li>deposit for initial consultation and any required testing</li> <li>direct debit authority for monthly Fees for the balance of the Term if Your Condition is Treatable</li> </ul>	Deposit non-refundable if Your Condition is deemed not Treatable by an MHC physician.  Services and associated monthly direct debits will continue beyond the Term unless/until You cancel the Plan on one month's notice

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

- 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 or render it of no effect by making other changes to Your financial arrangements; 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, fax or post) that You wish to cancel the Plan.
- b. You must return any unused Treatments to Us before any cancellation 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 30 days' prior notice. If you do not agree to pay the revised Fees You may cancel Your Plan on one month's prior written notice, regardless of whether the initial minimum term on Your selected Plan has expired.

## 4. Treatment:

You agree to:

- a. fully and transparently inform the Doctor of Your Condition, its history and any other potentially relevant factor, 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 if 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; and
- e. adhere to any instructions or directions provided by the Doctor.

## 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.

## 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) for 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:

We may, but cannot be required to, cancel Your Plan and the Services at any time at Our discretion, including prior to the expiry of the initial minimum term on Your selected Plan. If and when We do so, We will refund any remaining prepaid Fees to You, and You will return to Us any unused Treatments.

## 8. Governing law:

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

## 9. 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 / Us”)** means Mens Health Clinic Pty Ltd (ABN 12 160 389 113).

**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.