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## Privacy Statement

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Upliftmed Pty Ltd as trustee for the Upliftmed Trust

It is the policy of **Upliftmed** to maintain the security of personal and health information at all times and to ensure that this information is only available to authorised members of staff. **Upliftmed** abides by the *Privacy Act 1988* (Cth) (Australian Privacy Act), the Australian Privacy Principles and the *Spam Act 2003* (Cth). If you have any questions regarding **Upliftmed's** Privacy Policy or the Practice's Website Terms and Conditions, you may:

- request full copies of our Privacy Policy or Website Terms and Conditions from support@upliftmed.au; or
- click the following link to our [Privacy Policy](#) and [Website Terms and Conditions](#)

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# Privacy Policy

by

**Upliftmed Pty Ltd**  
in its capacity as the trustee of  
the Upliftmed Trust (ABN 96 281 521 874)

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# Upliftmed Privacy Policy

Upliftmed Pty Ltd as trustee for the Upliftmed Trust trading as **Upliftmed** (ABN 96 281 521 874) (**we, us or the Company**) is committed to privacy protection. At [www.upliftmed.au](http://www.upliftmed.au) (**this site**), we understand the importance of keeping personal information private and secure. This privacy policy (**Privacy Policy**) describes generally how we manage personal information and safeguard privacy. If you would like more information, please don't hesitate to contact us.

This Privacy Policy forms part of, and is subject to the provisions of, our Website Terms of Use available at [www.upliftmed.au](http://www.upliftmed.au).

## We care about your privacy:

**We will never rent, trade or sell your email address to anyone.**

**We will never publicly display your email address or other personal details that identify you.**

## The Australian Privacy Principles

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We will treat all personal information in accordance with any and all obligations that are binding upon us under the *Privacy Act 1988* (Cth) (**Privacy Act**). The Privacy Act lays down 13 key principles in relation to the collection and treatment of personal information, which are called the **Australian Privacy Principles**.

## What is personal information?

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**Personal information** held by the Company may include your:

- name and date of birth;
- residential and business postal addresses, telephone/mobile/fax numbers and email addresses;
- bank account and/or credit card details for agreed billing purposes;
- any information that you provided to us by you during your account creation process or added to your user profile;
- preferences and password for using this site and your computer and connection information; and
- any information that you otherwise share with us.

## Information provided to Stripe

All purchases that are made through this site are processed securely and externally by Stripe. Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to Stripe, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing address).

## **How we may collect your personal information**

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At this site, we only collect personal information that is necessary for us to conduct our business as a medical education and medical services provider, which includes (without limitation) enabling users to:

- provide weight loss education and consultations via its signature program, Enlighten Me; and
- choose to join the Enlighten Me membership at completion of the Enlighten Me program for continued medical support and weight loss.

## **Information that you provide to us**

We may collect personal information that you provide to us about yourself when you:

- use this site, including (without limitation) when you:
  - create a user account;
  - add information to your user profile;
  - purchase any products and/or services through this site;
  - add reviews, forum or chat room messages or comments in any elements of this site that permit user-generated content;
  - register for access to premium content or request certain premium features; or
  - complete an online contact form to contact us or any third party supplier;
- provide information to us by telephone or through marketing or competition application forms; or
- send us an email or other communication.

## **IP addresses**

This site may also collect Internet Protocol (**IP**) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. The Company collects and manages IP addresses as part of the service of providing internet session management and for security purposes. The Company may also collect and use web log, computer and connection information for security purposes and to help prevent and detect any misuse of, or fraudulent activities involving, this site.

## **What is health information?**

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- **Health information**, which means personal information about Your health such as your medical history or medical conditions or disabilities as more particularly described as a category of **sensitive information**.

## **How we may collect your health information**

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- This site may also collect personal information that is reasonably necessary for one or more of its functions or activities.
- The type of information that this site collects and holds may depend on your relationship with Us. For example:
  - o **Patient**: if you are a patient of the Company, the Company may collect and hold information including your name, address, medicare, health fund and health insurance cover details, email address, contact telephone number, gender and age.

- o **Sensitive information:** We will only collect sensitive information where You consent to the collection of the information and the information is reasonably necessary for one or more of Our functions or activities. Sensitive information includes, but is not limited to, information or an opinion about racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs, membership of a trade union, sexual preferences, criminal record, health information or genetic information.
- We may collect personal and health information from third parties such as:
  - o your health service provider;
  - o a health professional who has treated you;
  - o your family or legal guardian;
  - o other sources where necessary to provide a health service
    - When We collect personal information about You through publicly available information sources, it will manage such information in accordance with the Australian Privacy Principles.
    - At or before the time or, if it is not reasonably practicable, as soon as practicable after, We collect personal information, We must take such steps as are reasonable in the circumstances to either notify You or otherwise ensure that You are made aware of the following:
      - the identity and contact details of Us;
      - that We have collected personal information from someone other than You if You are unaware that such information has been collected;
      - that collection of personal information is required by Australian law, if it is;
        - o the purpose for which We collect the personal information;
        - o the consequences if We do not collect some or all of the personal information;
      - any other third party to which We may disclose the personal information;
      - Our Privacy Policy contains information about how You may access and seek correction of personal information held by Us and how You may complain about a breach of the Australian Privacy Principles; and
      - whether We are likely to disclose personal information to overseas recipients, and the countries in which those recipients are likely to be located.

## **Cookies**

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This site uses **cookies** to help personalise your online experience. A cookie is a text file or a packet of information that is placed on your hard disk by a web page server to identify and interact more effectively with your computer. There are two types of cookies that may be used at this site: a persistent cookie and a session cookie. A persistent cookie is entered by your web browser into the **Cookies** folder on your computer and remains in that folder after you close your browser, and may be used by your browser on subsequent visits to this site. A session cookie is held temporarily in your computer's memory and disappears after you close your browser or shut down your computer. Cookies cannot be used to run programs. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. In some cases, cookies may collect and store personal information about you. The Company extends the same privacy protection to your personal information, whether gathered via cookies or from other sources.

You can configure your internet browser to accept all cookies, reject all cookies or notify you when a cookie is sent. Please refer to your internet browser's instructions to learn more about these functions. Most web browsers automatically accept cookies, but you can usually modify your browser settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of this site.

## **Why we use cookies**

This site uses cookies in order to:

- remember your preferences for using this site;
- manage the signup process when you create an account with us;
- recognise you as logged in while you remain so. This avoids your having to log in again every time you visit a new page;
- facilitate e-commerce transactions, to ensure that your order is remembered between pages during the checkout process;
- show relevant notifications to you (eg, notifications that are relevant only to users who have, or have not, created an account or subscribed to newsletters or email or other subscription services); and
- remember details of data that you choose to submit to us (eg, through online contact forms or by way of comments, forum posts, chat room messages, reviews, ratings, etc).

Many of these cookies are removed or cleared when you log out but some may remain so that your preferences are remembered for future sessions.

## **Third party cookies**

In some cases, third parties may place cookies through this site. For example:

- Google Analytics, one of the most widespread and trusted website analytics solutions, may use cookies de-identified data about how long users spend on this site and the pages that they visit;
- Google AdSense, one of the most widespread and trusted website advertising solutions, may use cookies to serve more relevant advertisements across the web and limit the number of times that a particular advertisement is shown to you; and
- third party social media applications (eg, Facebook, Twitter, LinkedIn, Pinterest, YouTube, Instagram, etc) may use cookies in order to facilitate various social media buttons and/or plugins in this site.

## **How we may use your personal information**

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Your personal information may be used in order to:

- verify your identity;
- assist you to place orders through this site;
- process any purchases of products and/or services that you may make through this site, including charging, billing and collecting debts;
- make changes to your account;
- respond to any queries or feedback that you may have;
- conduct appropriate checks for credit-worthiness and for fraud;
- prevent and detect any misuse of, or fraudulent activities involving, this site;
- conduct research and development in respect of our products and/or services;

- gain an understanding of your information and communication needs or obtain your feedback or views about our products and/or services in order for us to improve them; and/or
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems,

and for any other purpose reasonably considered necessary or desirable by the Company in relation to the operation of our business.

From time to time we may email you with news, information and offers relating to our own products/services or those of selected partners. Your personal information may also be collected so that the Company can promote and market products and services to you. This is to keep you informed of products, services, and special offers we believe you will find valuable and may continue after you cease acquiring products and services from us. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such communications at any time if you choose.

### **When we may disclose your personal information**

In order to deliver the products/services you require or for the purposes set out above, the Company may disclose your personal information to organisations outside the Company. Your personal information may be disclosed to these organisations only in relation to this site, and the Company takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. These organisations may carry out or provide:

- customer enquiries;
- mailing systems;
- billing and debt-recovery functions;
- information technology services;
- marketing, telemarketing and sales services;
- market research; and
- website usage analysis.

In addition, we may disclose your personal information to:

- your authorised representatives or legal advisers (when requested by you to do so);
- credit-reporting and fraud-checking agencies;
- credit providers (for credit-related purposes such as creditworthiness, credit rating, credit provision and financing);
- our professional advisers, including our accountants, auditors and lawyers;
- government and regulatory authorities and other organisations, as required or authorised by law;
- organisations who manage our business strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade

receivables) and those involved in managing our business risk and funding functions;  
and

- the police or other appropriate persons where your communication suggests possible illegal activity or harm to others.

### **Contacting us about privacy**

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If you would like more information about the way we manage personal information that we hold about you, or are concerned that we may have breached your privacy, please contact us by email to the Privacy Officer at [support@upliftmed.au](mailto:support@upliftmed.au).

### **Access to your personal information**

In most cases, you may have access to personal information that we hold about you. We will handle requests for access to your personal information in accordance with the Australian Privacy Principles. All requests for access to your personal information must be directed to the Privacy Officer by email using the email address provided above. We will deal with all requests for access to personal information as quickly as possible. Requests for a large amount of information, or information that is not currently in use, may require further time before a response can be given. We may charge you a fee for access if a cost is incurred by us in order to retrieve your information, but in no case will we charge you a fee for your application for access.

In some cases, we may refuse to give you access to personal information that we hold about you. This may include circumstances where giving you access would:

- be unlawful (eg, where a record that contains personal information about you is subject to a claim for legal professional privilege by one of our contractual counterparties);
- have an unreasonable impact on another person's privacy; or
- prejudice an investigation of unlawful activity.

We may also refuse access where the personal information relates to existing or anticipated legal proceedings, and the information would not be accessible by the process of discovery in those proceedings.

If we refuse to give you access, we will provide you with reasons for our refusal.

### **Correcting your personal information**

We will amend any personal information about you that is held by us and that is inaccurate, incomplete or out of date if you request us to do so. If we disagree with your view about the accuracy, completeness or currency of a record of your personal information that is held by us, and you ask us to associate with that record a statement that you have a contrary view, we will take reasonable steps to do so.

### **Storage and security of your personal information and health information**

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We are committed to maintaining the confidentiality of the information that you provide us and we will take all reasonable precautions to protect your personal information and health information from unauthorised use or alteration. In our business:

- personal information may be stored both electronically (on our computer systems and with our website hosting provider) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all of our electronic

information. Likewise, we take all reasonable measures to ensure the security of hard-copy information.

- Health information including, but not limited to, medical records may be stored by an external third-party website. Our business uses Halaxy which is a third party website and is an Australian practice management software. We use Halaxy to keep medical records and send electronic prescriptions. You acknowledge and agree that our use of Halaxy is essential to our business and we are not responsible for privacy breaches by Halaxy and you release us for any privacy breaches by Halaxy.

Please note, the internet is not in itself a secure environment and We cannot give an absolute assurance that your personal information or health information will be secure at all times. Transmission of personal information or health information over the internet is at Your own risk and You should only enter, or instruct the entering of, personal information or health information within a secure environment.

### **Third party websites**

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You may click-through to third party websites from this site, in which case we recommend that you refer to the privacy statement of the websites you visit. This Privacy Policy applies to this site only and the Company assumes no responsibility for the content of any third party websites.

### **Re-marketing**

We may use the Google AdWords and/or Facebook re-marketing services to advertise on third party websites to previous visitors to this site based upon their activity on this site. This allows us to tailor our marketing to better suit your needs and to only display advertisements that are relevant to you. Such advertising may be displayed on a Google search results page or a website in the Google Display Network or inside Facebook. Google and Facebook may use cookies and/or pixel tags to achieve this. Any data so collected by Google and/or Facebook will be used in accordance with their own respective privacy policies. None of your personal Google and/or Facebook information is reported to us.

You can set preferences for how Google advertises to you using the Google Ads Settings page (<https://www.google.com/settings/ads>). Facebook has enabled an AdChoices link that enables you to opt out of targeted advertising.

### **Complaints**

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- You have a right to complain about Our handling of your personal information if you believe We have breached the Australian Privacy Principles.
- If You wish to make such a complaint to Us, You should first contact the Privacy Officer in writing. Your complaint will be dealt with in accordance with Our complaints procedure and then We will provide a response within a reasonable period.
- If You are unhappy with Our response to Your complaint, You may refer Your complaint to the Office of the Australian Information Commissioner (**OAIC**).

### **Changes to this Privacy Policy**

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From time to time, it may be necessary for us to revise this Privacy Policy. Any changes will be in accordance with any applicable requirements under the Privacy Act and the Australian Privacy Principles. We may notify you about changes to this Privacy Policy by posting an updated version on this site.

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If you require any further information about the Privacy Act and the Australian Privacy Principles, you can visit the Federal Privacy Commissioner's website (see [www.privacy.gov.au](http://www.privacy.gov.au)).

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# Website Terms of Use

for

**Upliftmed Pty Ltd**  
acting as the trustee of  
the Upliftmed Trust (ABN 96 281 521 874)

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# Website Terms of Use

Welcome to the website of Upliftmed Pty Ltd as trustee for the Upliftmed Trust (ABN 96 281 521 874) (**we, us or the Company**), a medical education and medical services provider.

This website is located on the web via the domain [www.upliftmed.au](http://www.upliftmed.au) and includes all of the files located in that domain (**this site**).

## **Agreement to these Website Terms of Use**

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By accessing this site, you agree to be bound by these terms of use (**Website Terms of Use**). These Website Terms of Use constitute a binding agreement between you and the Company and govern your use of this site.

## **Privacy Policy**

As part of these Website Terms of Use, your use of this site is also subject to our Privacy Policy (located at [www.upliftmed.au](http://www.upliftmed.au)), which is incorporated by reference into these Website Terms of Use.

## **Legal capacity to transact**

If you are under 18 years of age, you cannot place orders through this site. By using this site you represent and warrant to the Company that you are over the age of 18 years. Should the Company suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from his/her parents or guardians.

## **Restrictions on use**

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### **Prohibited conduct**

Your use of this site is subject to the rules set out in Schedule 1 below.

### **Violations of these Website Terms of Use**

Without limiting any other remedies available to the Company at law or in equity, the Company reserves the right to, without notice:

- temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide products or services to you if:
  - you breach any provision of these Website Terms of Use;
  - the Company is unable to verify or authenticate any information that you provide to us; or
  - the Company believes that your actions may cause damage and/or legal liability to the Company, any of its customers or suppliers or any other person; and
- remove or block access to any information and/or materials (in whole or in part) that the Company, at its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Website Terms of Use.

## **Indemnity**

You indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs,

expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- any material or information that you submit, post, transmit or otherwise make available through this site;
- your use of, or connection to, this site; or
- your negligence or misconduct, breach of these Website Terms of Use or violation of any law or the rights of any person.

## **Registration and account security**

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### **Requirement for registration**

The Company reserves the right to make any parts of this site accessible only to users who have registered.

### **Username and password**

Upon registration with this site, you will be issued with a username and password to access your account. You are responsible for maintaining the security of your password for this site. The Company will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation. You agree that the Company will be entitled to assume that any person using this site with your username and password is you or your authorised representative.

You must notify the Company immediately of any known or suspected unauthorised use of any password or any other breach of security.

### **User information**

In order to register an account with this site, you must agree to these Website Terms of Use and provide the Company with:

- a valid email address;
- accurate billing and contact information (including your street address and the name and telephone number of your authorised billing contact and administrator); and
- any other information that may be required by the Company during the registration process.

You must promptly update this information to maintain its accuracy at all times.

You represent and warrant to the Company that all information provided to the Company by you, including the information provided by you through our account registration module or entered into your account profile, is true and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.

### **Multiple accounts and automated account opening**

One person may not maintain more than one account with this site. Accounts registered by **bots** or other automated methods are not permitted.

## **Approval of registrations**

The Company reserves the right to accept or reject any application for registration of an account with this site at its discretion.

## **Orders**

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### **Order constitutes offer**

By placing an order through this site, you make an irrevocable offer to us to purchase the products/services that you have selected pursuant to these Website Terms of Use. Information contained in this site constitutes an invitation to treat only. No information in this site constitutes an offer by us to supply any products/services to you – however, the Company will endeavour to supply your selected products/services to you.

We will not commence processing any order made through this site unless and until:

- payment for the order has been received by us in full; and
- the order has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each order for the purpose of preventing credit card and other fraud.

We reserve the right at our discretion to:

- at any time prior to your order being accepted in accordance with these Website Terms of Use, cancel all or part of your order; and
- at any time:
  - refuse to provide products or services to you;
  - terminate your access to this site; and/or
  - remove or edit any content on this site.

### **Acceptance of orders**

Acceptance of each order will take place if and when the Company:

- in the case of digital items, either:
  - sends the requested items to you, at the time at which the items are sent by the Company; or
  - notifies you in writing that the requested items are available for download by you, at the time at which such notification is sent by the Company, and title to, and risk in, the items will pass from the Company to you at that time; or
- in the case of services, either:
  - provides the services to you, at the time at which the Company commences providing the services; or
  - notifies you in writing that your order has been accepted, at the time at which such notification is sent by the Company.

## Prices

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The Company reserves the right to change the prices for products/services displayed in this site at any time before you place an order.

## GST

Unless otherwise expressly stated, all amounts payable through your use of this site are expressed to be exclusive of GST. For these purposes, the term **GST** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## Payment methods

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Payment for orders placed through this site may be made by credit card processed online using secure Stripe payment gateway.

### Stripe secure payment gateway

The Company uses the third-party payment gateway provided by Stripe Payments Australia Pty Ltd (ABN 66 160 180 343) trading as **Stripe** for its secure online payment transactions. Payments made through Stripe are subject to Stripe's own terms and conditions and privacy policy. For more information about Stripe, see the Stripe website (<http://www.stripe.com/>).

Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to Stripe, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing address).

### Refunds and other remedies

Except as expressly provided otherwise in these Website Terms of Use or our program policy, all amounts paid through this site are non-refundable. Further information on the steps that the Company will take to remedy any breach of any non-excludable condition or warranty/guarantee is provided under the heading **Remedies limited** in these Website Terms of Use below.

### Security

While our website hosting providers employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than the Company.

The Company may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud. Until your order has passed our internal fraud prevention checks, your order will remain on pending status. If further information is requested and you do not provide the requested information within such time as the Company considers appropriate at its discretion, your order will be cancelled and, if your payment has been received, it will be refunded back to you.

## Dealings with third parties

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### Content supplied by third parties

This site includes an online portal that allows third parties to advertise goods and/or services and to upload information and other content directly to this site for our users to access. We

do not act as agent for any such third parties and we take no responsibility, and assume no liability, for:

- any such content that is, or may reasonably be considered to be, abusive, harassing, harmful, obscene, indecent, inflammatory, violent, profane, racially, ethnically or otherwise objectionable, libellous, defamatory, deceptive, pornographic, sexually explicit, unlawful or plagiarised;
- any of the information supplied by such third parties (including opinions, ideas, suggestions, comments, observations, text, photographs, videos, data, music, sounds, chat messages, files or any other material); and/or
- any loss or damage that results from any dealings that you may have with such third parties.

### **Third party goods/services and websites**

We do not recommend or endorse any third party goods or services that are listed, advertised or referred to in this site or the content of any third party websites. We are not responsible for the content of linked third party websites, websites framed within this site or third party advertisements and we do not make any representations, or provide any guarantees or warranties, regarding their content or accuracy. These links may unintentionally connect with websites containing information that some users may find inappropriate or offensive. Your use of any third party websites is at your own risk and subject to their respective terms and conditions of use.

### **User acknowledgements**

You acknowledge that the Company does not:

- check the truth or currency of any of the material or information that third parties provide or make available through this site;
- control, endorse, approve or warrant to you the merchantability or fitness for any particular purpose of any of the goods or services of any third parties referred to in this site or whose identities become known to you through this site, including suppliers of content that is published or made available in or through this site;
- offer professional advice on the quality or suitability of any goods, services or information supplied by any such third parties; or
- endorse or recommend any third party supplier or any third party goods or services, including where details of the relevant supplier are provided by the Company to you or otherwise become known to you through this site.

### **Disputes between users and suppliers**

You are solely responsible for your interactions with suppliers listed on this site and the Company is not a party to any transactions between you and such suppliers. We reserve the right, but have no obligation, to monitor and take action regarding any disputes between users and suppliers.

If you believe that any supplier from which you have purchased any goods or services through this site has failed to provide those goods or services to you, or that those goods or services did not meet your expectations, please contact us to let us know so that we may take disciplinary action against that supplier if we consider it appropriate at our discretion to do so. The Company will not, however, act on your behalf, or on behalf of any supplier, in respect of any dispute between you and a supplier.

## Intellectual property

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### Copyright

In these Website Terms of Use, the term **Proprietary Content** means:

- this site;
- all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof); and
- all software, systems and other information owned or used by the Company in connection with the products and services offered through this site (whether hosted on the same server as this site or otherwise).

All Proprietary Content is the property of the Company or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Website Terms of Use or with the prior written consent of the Company or other copyright owner (as applicable).

You may download and print out content from this site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

### Trademarks

The Company's logo is a trademark of the Company. The look and feel of this site (including all button icons, scripts, custom graphics and headers) are the trademarks, service marks and/or trade dress of the Company. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the prior written consent of the Company.

### User Content

In these Website Terms of Use, the term **User Content** means any and all content that is submitted, posted or otherwise added to this site by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback.

This site contains some features that enable you and other users to upload User Content. The Company reserves the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:

- represent and warranty to the Company that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
- grant to the Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at the Company's absolute discretion.

### Copyright claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the

works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 14 days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further 14 days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

### **Disclaimer of warranties**

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE AND ANY PRODUCTS AND/OR SERVICES PURCHASED OR OBTAINED THROUGH THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This site is provided strictly on an "as is" basis. To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;
- anything on this site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up-to-date;
- the quality of any products, services, information or other material purchased or obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.
- You must not:
  - rely on the information on this website to diagnose or treat any condition, nor should it be used as a substitute for your own health professional's advice. If you think you may be suffering from any medical condition, you should seek immediate medical attention. You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on our website.
  - upload anything to this website that:
    - is or could reasonably be considered to be unlawful, obscene, inappropriate, racist, defamatory, disparaging, indecent, seditious,

offensive, pornographic, threatening, abusive, liable to incite hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;

- is untrue or inaccurate;
- is in any way misleading or deceptive;
- contains viruses, corrupted files, or any similar software programs that may damage the operation of another user's computer; or
- would otherwise bring us into disrepute.

- We may:
  - refuse to include any user content at any time; and
  - remove any user content as it sees fit.

### **Limitation of liability**

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#### **Exclusion of liability**

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this site by you or any other person.

#### **Remedies limited**

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at the Company's sole discretion):

- in the case of goods, to any of the following:
  - the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - the payment of the cost of having the goods repaired; and
- in the case of services:
  - the supply of the services again; or
  - the payment of the cost of having the services supplied again.

#### **Release**

You agree that your use of this site is at your own discretion and risk. You agree to release the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Website Terms of Use or the use of this site by you or any other person. The Company may plead this release as a bar and complete defence to any claims or proceedings.

## **Force majeure**

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Use, the Company excludes liability for any delay in performing any of its obligations under these Website Terms of Use where such delay is caused by circumstances beyond the reasonable control of the Company, and the Company shall be entitled to a reasonable extension of time for the performance of such obligations.

## **General**

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### **Interpretation**

In these Website Terms of Use, the following rules of interpretation apply:

- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
- these Website Terms of Use may not be construed adversely against the Company solely because the Company prepared them;
- the singular includes the plural and vice-versa;
- a reference to a **person** includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- the meaning of general words is not limited by specific examples introduced by **including, for example, in particular** or similar expressions.

### **Notifications**

The Company may provide any notification for the purposes of these Website Terms of Use by email and/or by adding the notification into your user control panel.

### **Costs**

Except as specifically provided in these Website Terms of Use, each party must bear its own legal, accounting and other costs associated with these Website Terms of Use.

### **Assignment**

You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Use without the Company's prior written consent. Your registration with this site is personal to you and may not be sold or otherwise transferred to any other person.

The Company may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Use at any time without notice to you.

### **No waiver**

Waiver of any power or right under these Website Terms of Use must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by the Company to act with respect to a breach by you or others does not waive the Company's right to act with respect to that breach or any subsequent or similar breaches.

**Severability**

The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

**Variation**

The Company reserves the right to amend these Website Terms of Use and any other policy on this site at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this site will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this site or the products/services offered through this site.

You may only vary or amend these Website Terms of Use by written agreement with the Company.

**Governing law and jurisdiction**

These Website Terms of Use will be governed in all respects by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

## Schedule 1 – Prohibited conduct

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### YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this site by any automated means;
- use this site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with this site;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
- reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of the Company's intellectual property rights in this site;
- use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to the Company without the Company's prior written consent; or
- use this site to transmit any information or material that is, or may reasonably be considered to be:
  - abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;

- libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
- infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person's privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring the Company or any of its staff into disrepute.

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# Services Agreement

for services provided by

**Upliftmed Pty Ltd**  
(ABN 96 281 521 874)  
acting as the trustee of the Upliftmed Trust

to

**The Client**

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## Contents

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1. **Definitions and interpretation**
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- Schedule 1 | Description of Services
- Schedule 2 | Standard and duties
- Execution**

**Date**

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<b>Company</b>	<p><b>Upliftmed Pty Ltd</b> (ABN 96 281 521 874) acting as the trustee of the Upliftmed Trust</p> <p>Mailing Address: 134 Hampden Road Artarmon NSW 2064</p> <p>Email: support@upliftmed.au</p> <p>(the <i>Company</i>)</p>
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**Recitals**

- A The Client has agreed to engage the Company to provide the Services to the Client, and the Company has agreed to provide the Services to the Client on the terms of this agreement.
- B This agreement is intended to be legally binding and the parties agree to give effect to the arrangements contemplated by it.

**Operative provisions**

**1. Definitions and interpretation**

**Definitions**

1.1 The following definitions apply in this agreement unless the context requires otherwise:

**Authorised Third Party Disclosee** means any Representative of a Disclosee to whom that Disclosee discloses Confidential Information in accordance with clause 7.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in Sydney, New South Wales are open for business.

**Claim** means any claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

**Confidential Information** means all information relating to a party, any customer, clients, suppliers, distributors or joint venture partners, of the party and/or any of the business or financial affairs of any of them, including:

- (a) any information that is specifically designated by any of them as confidential;
- (b) any information which, by its nature, may reasonably be regarded as confidential;
- (c) any information relating to any:

- (i) agreements, arrangements or terms of trade with any existing or prospective customers, clients, suppliers, distributors or joint venture partners or other contractual counterparties;
- (ii) customers, clients, suppliers, distributors, joint venture partners, employees, technologies, products, services, proposals, market opportunities, business or product development plans, pricing, financial position or performance, capabilities, capacities, operations or processes; or
- (iii) Intellectual Property Rights,  
of any of them; and
- (d) any note, calculation, conclusion, summary or other material derived or produced partly or wholly from any such information.

**Copyright Act** means the *Copyright Act 1968* (Cth).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Default Rate** means a rate of interest of 10.00% per annum.

**Disclosee** means, in respect of any particular Confidential Information, any party that has received that Confidential Information (whether directly or indirectly) from another party.

**Discloser** means, in respect of any particular Confidential Information, any party that has disclosed or discloses that Confidential Information (whether directly or indirectly) to another party.

**Event of Default** means any of the following on the part of the Client:

- (a) committing any material or persistent breach of this agreement;
- (b) repudiating or, or, in the reasonable opinion of the Company, evincing an intention to repudiate, this agreement;
- (c) misleading the Company in any material way; and/or
- (d) an Insolvency Event occurring in respect of the Client.

**Fees** has the meaning given in clause 4.1.

**Governmental Agency** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

**GST** has the same meaning given to that expression in the GST Law.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

**GST Law** has the same meaning given to that expression in the GST Act.

**Health Information** has the meaning given in the Privacy Act.

**Insolvency Event** means, in respect of a party:

- (a) where the party is an individual, that party commits an act of bankruptcy or is declared bankrupt or insolvent or that party's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency;
- (b) where the party is a company, a resolution is passed or court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law;
- (c) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the party or any part thereof; or
- (d) the party is otherwise unable to pay its debts as and when they fall due.

**Input Tax Credit** has the meaning given in the GST Law.

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Losses** means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all:

- (a) liabilities on account of Tax;
- (b) interest and other amounts payable to third parties;
- (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any liability; and
- (d) all amounts paid in settlement of any Claim.

**Moral Rights** has the same meaning as that term has in Part IX of the Copyright Act.

**Non-Solicitation Period** means each period of time specified as follows:

- (a) 3 months; or
- (b) 6 months; or
- (c) 9 months; or
- (d) 12 months

**Personal Information** has the meaning given in the Privacy Act.

**Privacy Act** means the *Privacy Act 1998* (Cth).

**Relevant IP** means all Intellectual Property Rights that the Company makes, develops or conceives (whether alone or in conjunction with someone else, and whether during or outside normal working hours) in the course of, or arising out of, the provision of the Services

and/or Company's engagement with the Client, including any Intellectual Property Rights so made, developed or conceived:

- (a) using the premises, resources or facilities of the Client or any of its customers, clients or suppliers;
- (b) in the course of, as a consequence of, or in relation to, the provision of the Services by the Company and/or the performance (whether proper or improper) of the Company's duties and responsibilities to the Client under this agreement or otherwise;
- (c) as a direct or indirect result of any person's access to any Confidential Information or Intellectual Property Rights of the Client or any of its customers, clients or suppliers; or
- (d) in respect of any of the products or services of the Client or any of its customers, clients or suppliers, or any alterations, additions or methods of making, using, marketing, selling or providing such products or services.

**Relevant Trust** means, in respect of any Trustee, the trust in respect of which the Trustee is expressed to have entered into this agreement as trustee.

**Representatives** means, in respect of a person, the employees, officers, consultants, agents and professional advisers of that person.

**Services** means the services that the Company has agreed to provide to the Client under the terms of this agreement, as more particularly described in Schedule 1.

**Stamp Duty** means any stamp, transaction or registration duty or similar charge imposed by any Governmental Agency and includes any interest, fine, penalty, charge or other amount in respect of the above, but excludes any GST.

**Start Date** means the date of this agreement or such other date as the parties may agree in writing.

**Tax Acts** means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

**Tax** or **Taxation** means:

- (a) any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called, levied, imposed or assessed under the Tax Acts or any other statute, ordinance or law by any Governmental Agency (including profits tax, property tax, interest tax, income tax, tax related to capital gains, tax related to the franking of dividends, bank account debits tax, fringe benefits tax, sales tax, payroll tax, superannuation guarantee charge, group or Pay as You Go withholding tax and land tax);
- (b) unless the context otherwise requires, Stamp Duty and GST; and
- (c) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.

**Trustee** means any party to this agreement that is expressed to have entered into this agreement in its capacity as a trustee of any trust.

**Works** means all programs and programming and literary, dramatic, musical and artistic works within the meaning of the Copyright Act.

## Interpretation

- 1.2 The following rules of interpretation apply in this agreement unless the context requires otherwise:
- (a) headings in this agreement are for convenience only and do not affect its interpretation or construction;
  - (b) no rule of construction applies to the disadvantage of a party because this agreement is prepared by (or on behalf of) that party;
  - (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
  - (d) a reference to a document (including this agreement) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
  - (e) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this agreement;
  - (f) in each schedule to this agreement, a reference to a paragraph is a reference to a paragraph in that schedule;
  - (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
  - (h) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
  - (i) a reference to writing includes any communication sent by post, facsimile or email;
  - (j) a reference to time refers to time in Sydney, New South Wales and time is of the essence;
  - (k) all monetary amounts are in Australian currency;
  - (l) a reference to a "**liability**" includes a present, prospective, future or contingent liability;
  - (m) the word "**month**" means calendar month and the word "**year**" means 12 calendar months;
  - (n) the meaning of general words is not limited by specific examples introduced by "**include**", "**includes**", "**including**", "**for example**", "**in particular**", "**such as**" or similar expressions;
  - (o) a reference to a "**party**" is a reference to a party to this agreement and a reference to a "**third party**" is a reference to a person that is not a party to this agreement;

- (p) a reference to any thing is a reference to the whole and each part of it;
- (q) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (r) words in the singular include the plural and vice versa; and
- (s) a reference to one gender includes a reference to the other genders.

## **2. Engagement as Company**

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2.1 The Client hereby engages the Company on a non-exclusive basis to provide the Services to the Client, and the Company hereby accepts that engagement and agrees to provide the Services to the Client, in accordance with the terms of this agreement.

### **Enlighten Me Program Commencement and duration**

2.2 The Company's engagement with the Client will:

- (a) commence on the Start Date; and
- (b) continue for 20 weeks until it is terminated at the completion of the Enlighten Me Program or in accordance with clause 11.

### **Enlighten Me Membership Commencement and duration**

2.3 At the completion of the Enlighten Me Program, the Company's engagement for the Enlighten Me Membership with the Client may:

- (a) commence on completion of the Enlighten Me Program; and
- (b) continue until it is terminated in accordance with clause 11.

### **Nature of relationship**

2.4 The Company is an independent contractor of the Client and nothing in this agreement constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between the parties.

2.5 The Client's use of the Services is exclusive to itself. The Client acknowledges and agrees that it will not share its Services access username or passwords. The Client acknowledges that its IP address may be monitored to ensure compliance with this clause 2.5.

## **3. Provision of the Services**

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### **Standards and duties**

3.1 The Company must, in providing the Services, comply with the standards and duties set out in Schedule 2.

### **Backups**

3.2 The Company must ensure, where relevant and in relation to any work related to the Services, that:

- (a) full backups of related data and records are made on daily basis; and
- (b) procedures for:
  - (i) the restoration of such backups;
  - (ii) the security, protection and preservation of all such backups; and
  - (iii) disaster recovery,are established and implemented as are usual and customary for the operation of a business such as the Company's business.

## **4. Pricing and invoicing**

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### **Pricing**

#### **4.1** In consideration for the provision of the:

- (a) Enlighten Me Program by the Company, the Client will pay the Company:
  - (i) in advance a fixed fee of AUD \$1,997.00 plus GST; or
  - (ii) in advance a fee of AUD \$1,000.00 plus GST; and
  - (iii) the balance of AUD \$1,200.00 plus GST within 30 days from the Start Date debited automatically by Stripe;

and

- (b) subject to clause 2.3, Enlighten Me Membership the Client will pay the Company:
  - (i) a monthly fixed fee of \$97.00 plus GST via automatic debit from the Client's credit card

(the **Fees**). The Company's website will provide for a secure payment gateway for the Client for all relevant Fees upon commencement of the Services.

#### **4.2** The Company reserves its right:

- (a) to define additional Fees upon receipt of additional Client queries that are out of scope of the Services; and
- (b) refer the Client back to their regular general practitioner for management and/or further referral for management of these queries.

#### **4.3** The Client acknowledges that the Company:

- (a) offers the Enlighten Me Membership by invitation only to graduates of the Enlighten Me Program; and
- (b) will not provide the Services to clients who are solely seeking the Enlighten Me Membership.

## **5. Payment**

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### **Timing of payments**

5.1 The Client must pay to the Company all Fees pursuant to clause 4.

### **Method of payment**

5.2 All amounts to be paid by the Client to the Company under or in connection with this agreement must be paid through the third-party payment gateway on the Company's website provided by Stripe Payments Australia Pty Ltd (ABN 66 160 180 343) trading as **Stripe**.

### **No set-off or deduction**

5.3 All amounts payable under or in connection with this agreement must be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever, whether or not any such set-off, counterclaim, withholding, deduction or lien arises under this agreement (unless otherwise required by law).

5.4 If a party is required by law to make a deduction or withholding in respect of any sum payable under or in connection with this agreement to another party, it must, at the same time as the sum that is the subject of the deduction or withholding is payable, make a payment to the other party of such additional amount as is required to ensure that the net amount received by the other party will equal the full amount that would have been received by it had no such deduction or withholding been required to be made.

### **Declined Payment**

5.5 In the event of a declined payment, either in the case of the balance, referred to in 4.1(a)(iii), or monthly fixed fee, referred to in 4.1(b)(i), the Client will receive an email from the Company notifying that payment has been declined, and the Fees are to be brought up to date. If no payment is received within 3 Business Days, the Client's account will be suspended and the Client will not be able to access the Services, including, but not limited to, learning materials through the content hub, attend individual medical consultations, attend group coaching calls, or post in the members only Facebook group. The account suspension will end once the Fees are paid to date. A second email will be sent by the Company to the Client 7 Business Days following the declined payment and, if the Fees are not paid to date within 14 Business Days of the second email, this agreement will be immediately terminated and the Client's Services access will be ceased and the Client, in the event they re-engaged the Services at a later stage, will need to again enroll into the Enlighten Me Program.

### **Program Pause**

5.6 The Enlighten Me Program can be paused for up to 30 days. During this time, the Client will not be able to access learning materials through the content hub, attend individual medical consultations, attend group coaching calls, or post in the members only Facebook group. Upon the end of the 30 days, the Client's account will be restored and the Client's last day to access the Enlighten Me Program will be extended to 20 weeks and 30 days.

5.7 Requests to place the Enlighten Me Program on pause must be made in writing to [support@upliftmed.au](mailto:support@upliftmed.au).

- 5.8 The Enlighten Me Membership cannot be placed on pause, except in the event where the Company places the Client's account on pause due to a declined payment, in accordance with clause 5.5.

#### **Re-enrolling after termination of Enlighten Me Membership**

- 5.9 If a Client Enlighten Me Membership is terminated, and subsequently re-established, the Company reserves its right to refuse entry into the Enlighten Me Membership if a period exceeding 60 days has elapsed since the termination of the Client's previous membership.

#### **Refunds**

- 5.10 The Client may terminate this agreement in writing to support@upliftmed.au within the first 30 days of the Start Date (**Refund Period**). The Client will be entitled to a refund calculated of \$1,539.89 plus GST, total \$1,682.32. This has been calculated on the unused portion minus the Stripe transaction fee.

## **6. GST**

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#### **Definitions regarding GST**

- 6.1 In this clause 6:
- (a) expressions that are not defined, but which have a defined meaning in the GST Law, have the same meaning as in the GST Law;
  - (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 6; and
  - (c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 6.

#### **Consideration is exclusive of GST**

- 6.2 Unless expressly stated otherwise, any sum payable, or amount used in the calculation of a sum payable, under this agreement has been determined without regard to GST and must be increased on account of any GST payable under this clause 6.

#### **Receiving Party to pay additional amount**

- 6.3 If GST is imposed on any supply made under or in accordance with this agreement, the recipient of the supply (**Receiving Party**) must pay to the supplier (**Providing Party**) an additional amount equal to the GST payable on the supply, subject to the Receiving Party receiving a valid tax invoice, or a document that the Commissioner will treat as a tax invoice, in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time and in the same manner as payment for the supply is required to be made in accordance with this agreement.

## **Fines, penalties and interest**

- 6.4 The amount recoverable on account of GST under this clause 6 by the Providing Party will include any fines, penalties, interest and other charges incurred as a consequence of any late payment or other default by the Receiving Party under this clause 6.

## **Reimbursement**

- 6.5 If any party is required to pay, reimburse or indemnify another party for the whole or any part of any cost, expense, loss, liability or other amount that the other party has incurred or will incur in connection with this agreement, the amount must be reduced by the amount for which the other party can claim an Input Tax Credit, partial Input Tax Credit or other similar offset.

## **Adjustment events**

- 6.6 If, at any time, an adjustment event arises in respect of any supply made by a party under this agreement, a corresponding adjustment must be made between the parties in respect of any amount paid to the Providing Party by the Receiving Party pursuant to clause 6.3 and payments to give effect to the adjustment must be made and the Providing Party must issue an adjustment note.

## **7. Confidentiality**

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- 7.1 Subject to clauses 7.3 and 7.4, a Disclosee must:
- (a) keep all Confidential Information confidential;
  - (b) not use or exploit any Confidential Information in any way except in the proper performance of the Services in accordance with this agreement;
  - (c) not disclose or make available any Confidential Information in whole or in part to any third party;
  - (d) not copy, reduce to writing or otherwise record any Confidential Information except in the proper performance of the Services in accordance with this agreement (and any such copies, reductions to writing and records will be the property of the Discloser); and
  - (e) ensure that any and all Authorised Third Party Disclosees:
    - (i) comply with the obligations in this agreement as if each of them was a party to this agreement in the place of the Disclosee; and
    - (ii) do not do, or omit to do, anything which, if done or omitted to be done by the Disclosee, would constitute a breach of this agreement by the Disclosee.
- 7.2 The Disclosee shall be responsible for, and liable to the Discloser in respect of, the actions or omissions of any and all of its Authorised Third Party Disclosees in relation to the Confidential Information as if they were the actions or omissions of the Disclosee.

## Exceptions

- 7.3 The Disclosee may disclose Confidential Information to those of its Representatives who have an actual need to know the Confidential Information but only in the proper provision of the Services and performance of its duties under this agreement and provided that it informs such Representatives of the confidential nature of the Confidential Information before such disclosure.
- 7.4 Subject to clause 7.5, the obligations in clause 7.1 will not apply to any Confidential Information which (as shown by appropriate documentation and other evidence in the relevant Disclosee's possession):
- (a) was already known to the Disclosee on a non-confidential basis prior to the time of its first disclosure by the Discloser to the Disclosee, unless it came to be so known as a direct or indirect result of having been:
    - (i) unlawfully obtained by the Disclosee, whether from a third party or otherwise; or
    - (ii) received by the Disclosee from a third party that owed a confidentiality obligation to the Discloser in respect of that information at the time of such receipt, in circumstances in which the Disclosee knew, or ought reasonably to have known after due enquiry, that the third party owed that confidentiality obligation to the Discloser;
  - (b) is or becomes generally available to the public, unless it became so generally available as a direct or indirect result of having been disclosed by any person:
    - (i) in circumstances that constitute a breach of this agreement by the Disclosee (for the avoidance of doubt, including any breach by the Disclosee of its obligations under clause 7.1(e) to ensure that its Authorised Third Party Disclosees comply with the obligations in this agreement as if they were parties to this agreement in the place of the Disclosee); or
    - (ii) that owed a confidentiality obligation to the Discloser in respect of that information at the time of such disclosure, in circumstances in which the Disclosee knew, or ought reasonably to have known after due enquiry, that the person owed that confidentiality obligation to the Discloser;
  - (c) is, after the time of its first disclosure by the Discloser to the Disclosee, lawfully received by the Disclosee from a third party and the Disclosee reasonably believed, after due enquiry, that the information was not so received as a direct or indirect result of a breach by any person of a confidentiality obligation owed to the Discloser;
  - (d) is required by law or court order to be disclosed, provided that the Disclosee must:
    - (i) promptly notify the Discloser in writing in advance of any such disclosure, if reasonably practicable; and
    - (ii) reasonably assist the Discloser in obtaining confidential treatment for, or avoiding or minimising such disclosure of, the relevant Confidential Information to the extent reasonably requested by the Discloser;
  - (e) is independently developed by the Disclosee without any direct or indirect use of, reference to, or reliance on any Confidential Information; or

- (f) is authorised for release or use by the written pre-approval of the Discloser but only to the extent of such written pre-approval.

7.5 The exceptions in clause 7.4 shall not apply to any specific Confidential Information merely because it is included in more generally non-confidential information, nor to any specific combination of Confidential Information merely because individual elements, but not the combination, are included in non-confidential information.

## **8. Non-disparagement**

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8.1 Subject to clause 8.2, on and from the date of this agreement, each party must not:

- (a) make, express, transmit, speak, write, verbalise or otherwise communicate in any way (directly or indirectly, in any capacity or manner) any remark, comment, message, information, declaration, communication or other statement of any kind (whether verbal, in writing, electronically transferred or otherwise) that might reasonably be construed to be critical of, or derogatory or negative towards, any other party or any Representative of any other party; or
- (b) cause, further, assist, solicit, encourage or knowingly permit any other person to do so, or support or participate in any other person doing so,

and must take all reasonable steps to prevent its Representatives from doing so.

8.2 Clause 8.1 shall not prohibit any party from making any statement or disclosure as required by law or court order, provided that such party must:

- (a) promptly notify the other party in writing in advance of any such statement or disclosure, if reasonably practicable; and
- (b) reasonably assist the other party in obtaining confidential treatment for, or avoiding or minimising the dissemination of, such statement or disclosure to the extent reasonably requested by any party.

## **9. Intellectual Property**

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9.1 The parties agree that all Relevant IP will be owned by, and vest in, the Company.

### **Assignment**

9.2 The Client hereby assigns, transfers and conveys to the Company all current and future right, title and interest in all Relevant IP and acknowledges that all future Relevant IP will vest in the Company on and from creation.

### **Client's duty to assist the Company**

9.3 The Client must do anything necessary, including executing any documents, for the purpose of effecting, perfecting and/or protecting the Company's title to any Relevant IP, in Australia or in such other countries as the Company may require at its discretion.

## **Permitted use**

9.4 The Client may not use or reproduce any Relevant IP or any other Intellectual Property Rights of the Company or any of the Company's customers, clients or suppliers without the Company's prior written approval, except in the performance of its duties under this agreement.

## **Moral rights**

9.5 The Client consents to the doing of any acts, or making of any omissions, by the Company or any of the Company's employees, officers, contractors, agents, licensees or assigns that infringes its Moral Rights in any Works that constitute Relevant IP, including:

- (a) not naming the Client as the author of a Work; or
- (b) amending or modifying (whether by changing, adding to or deleting/removing) any part of a Work but only if the Client is not named as the author of the amended or modified Work,

whether those acts or omissions occur before, on or after the date of this agreement. The Client acknowledges that its consent pursuant to this clause 9.5 is genuinely given without duress of any kind and that it has been given the opportunity to seek legal advice on the effect of giving that consent.

## **10. Liability and remedies**

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### **Indemnity**

10.1 The Client shall have personal liability for, and hereby irrevocably indemnifies and covenants to hold the Company harmless from and against, any and all Losses that may be suffered by the Company and which arise, directly or indirectly, in connection with any breach of this agreement by the Client and/or any negligent or other tortious conduct in the provision of the Services.

### **Indemnities continuing**

10.2 Each indemnity contained in this agreement is an additional, separate, independent and continuing obligation that survives the termination of this agreement despite any settlement of account or other occurrence and remains in full force and effect until all money owing, contingently or otherwise, under the relevant indemnity has been paid in full and no one indemnity limits the generality of any other indemnity.

### **Limitation of liability**

10.3 To the maximum extent permitted by law, the Company and its Representatives expressly:

- (a) **(Exercise disclaimer):**
  - (i) note the Exercise videos included in the Enlighten Me Program or Enlighten Me Membership
    - (A) are designed to inspire the Client to start exercising from home on a regular basis; and

(B) are self-guided and self-paced, containing no Client individualisation placed on the Client's individual needs

and the Client is responsible for setting itself up safely within their home environment and working within the Client's body's limits to exercise safely;

and

(ii) disclaim and are not responsible in any way for personal injuries sustained during the Enlighten Me Program or Enlighten Me Membership by the Client following the exercises within the Enlighten Me Program or Enlighten Me Membership or any responsibility for damages to the Client's personal items or environment as a result of following these exercises within the Enlighten Me Program or Enlighten Me Membership. This disclaimer of exercise enures and survives in the event of during the course of the Enlighten Me program or Enlighten Me Membership, updates or add ons pursuant to clause 16.1 are made available (including, but not limited to, live group exercise sessions, bonus exercise videos, or exercise challenges.

(b) **(Medical disclaimer):**

(i) note the learning material provided within the Enlighten Me Program is designed for patient education prior to the Client's individual medical consultations and should be interpreted with the same general caution that the Client would if it were similarly self-educating on weight loss. The information contained within the Enlighten Me Program is general and does not provide Client individualised advice based on circumstances, as this is covered separately during the Client's individual medical consultations.

(c) **(Subspecialty Telehealth Service disclaimer):**

(i) note that as a medical service specialising in the Services and operating in an online capacity only, the Company:

(A) is unable to physically examine the Client and requires the Client to provide its own measurements including weight, height and waist circumference for assessment and progress monitoring with accuracy and honesty;

(B) will not be acting in a capacity as the Client's regular General Practitioner (GP), notwithstanding the Company engages doctors providing medical services who are GP's. The Client will be directed to their regular GP if the Client requests advice, referrals, or prescriptions that are not related to the Services and the Client acknowledges and agrees that its GP is the appropriate means to provide the Client care and co-ordination for matters outside of the scope of the Company's Services; and

(C) recommends that when the Client reviews its own co-morbidities and medications that are potentially affecting the Client's weight that the Client first discuss their co-morbidities and medications with the Client's regular GP or specialist. For example, in the case of suggesting weight neutral alternatives for contraceptive or psychiatric medications, the Company may make suggestions or

recommendations for the Client to discuss with its GP, gynaecologist or psychiatrist, however, as the Company is not the Client's regular GP, the Company will not be implementing these or prescribing these suggestions or recommendations.

- (d) **(Disclaimer of warranties generally)** disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the Services, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Without limitation to the foregoing, the Company and its Representatives make no representation, and provide no warranty or guarantee, that:
- (i) the Client will achieve any particular results from the provision of the Services;
  - (ii) any particular individuals will perform the Services on behalf of the Company; or
  - (iii) the Services will be:
    - (A) compatible with any particular hardware, software, systems or data;
    - (B) error-free or that errors or defects will be corrected; or
    - (C) meet the Client's requirements or expectations.
- (e) **(Limitation of liability)** limit their aggregate liability in respect of any and all Claims for any Losses that the Client and/or any of its Representatives may bring against the Company under this agreement or otherwise in respect of the Services to the following remedies (the choice of which is to be at the Company's sole discretion):
- (i) re-supply of the Services;
  - (ii) payment of the costs of supply of the Services by a third party; or
  - (iii) the refund of any amounts paid by the Client to the Company under this agreement in respect to the Services,

even if the Company has been advised of the possibility of such Losses,

and the Client acknowledges and agrees that the Company holds the benefit of this clause 10.3 for itself and as agent and trustee for and on behalf of each of its Representatives.

#### **Force majeure**

10.4 To the maximum extent permitted by law, the Company and its Representatives expressly exclude liability for any damage and/or delay in the performance of any obligation of the Company under this agreement where such damage or delay is caused by circumstances beyond the reasonable control of the Company and the Company shall be entitled to a reasonable extension of time for the performance of such obligations, and the Client acknowledges and agrees that the Company holds the benefit of this clause 10.4 for itself and as agent and trustee for and on behalf of each of its Representatives.

#### **Remedies for breach**

10.5 Each party acknowledges and agrees that, in the event of any breach by the other party of the provisions of clause 7 (Confidentiality), clause 8 (Non-disparagement) or clause 12

(Non-solicitation), damages may not be an adequate remedy and the first-mentioned party may, in addition to any other remedies, obtain an injunction restraining any further violation by the other party and other equitable relief, without the necessity of showing actual damage and without any security being required, together with recovery of costs. Any Claims asserted by such other party against the first-mentioned party shall not constitute a defence in any such injunction action, application or motion.

## **11. Termination by Company**

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### **Termination for breach**

11.1 The Company may terminate this agreement immediately by notice to the Client if an Event of Default occurs in respect of the Client.

### **Effect of termination**

11.2 In the event of any termination of this agreement in any circumstances and for any reason whatsoever the Client will remain liable to pay all Fees accrued up to and including the date of termination.

### **Ipsso facto legislation**

11.3 If any provision of this agreement is otherwise unenforceable by virtue of the operation of the *Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017* (Cth), upon the occurrence of an Insolvency Event in respect of a particular party, notwithstanding any other provision of this agreement, to the maximum extent permitted by law:

- (a) time is of the essence in respect of all obligations of that party under this agreement (whether falling due for performance before, upon or after the occurrence of that Insolvency Event); and
- (b) any breach of this agreement by that party (whether occurring before, upon or after the occurrence of that Insolvency Event), however minor, will (alone or, severally, in combination with the occurrence of that Insolvency Event) be deemed to be a material breach of this agreement,

and, if any such material breach has occurred or occurs, the parties acknowledge and agree that such provision will instead be enforceable by virtue of the occurrence of that material breach.

### **Accrued rights**

11.4 Termination of this agreement will not affect any rights or liabilities that the parties have accrued under it prior to such termination.

### **Survival**

11.5 The obligations of the parties under clause 7 (Confidentiality), clause 8 (Non-disparagement), clause 9 (Intellectual Property), clause 10 (Liability and remedies), clause 12 (Non-solicitation) and this clause 11 will survive the termination of this agreement.

## 12. Non-solicitation

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- 12.1 During the Company's engagement with the Client under this agreement and for each Non-Solicitation Period thereafter, the Client must not, without the Company's prior written consent (which the Company may withhold or delay in its absolute discretion), directly or indirectly:
- (a) **(non-solicitation suppliers)** interfere with or disrupt, or attempt to interfere with or disrupt, any relationship, whether contractual or otherwise, between the Company and any of the Company's suppliers, distributors or joint venture partners, or identified prospective suppliers, distributors or joint venture partners; or
  - (b) **(non-solicitation of staff)** induce, encourage or solicit any of the Company's officers, employees, contractors or agents to cease their employment, engagement or agency with the Company.
- 12.2 The Client acknowledges and agrees that:
- (a) the restraints in clause 12.1 constitute several separate covenants and restraints consisting of each of clauses 12.1(a) and (b) combined with each separate Non-Solicitation Period severally;
  - (b) each of those separate covenants and restraints is a fair and reasonable restraint of trade that goes no further than is reasonably necessary to protect the Company's goodwill and business;
  - (c) the Client has received substantial and valuable consideration for each of those separate covenants and restraints, including its receipt of the Services; and
  - (d) breach by the Client of any of those separate covenants and restraints would be unfair and calculated to damage the Company's goodwill and business and would lead to substantial loss to the Company.
- 12.3 The parties intend the covenants and restraints under clauses 12.1 to operate to the maximum extent. If any of those separate covenants and restraints would, in the absence of this clause 12.3, be void as unreasonable for the protection of the interests of the Company but would not be so void if any part of the wording in this clause 12 was deleted or amended, the separate covenants and restraints will apply with the minimum modifications necessary to make them effective.

## 13. Trustees

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- 13.1 Each Trustee enters into this agreement only in its capacity as trustee of the Relevant Trust and in no other capacity.
- 13.2 A liability arising under or in connection with this agreement can be enforced against a Trustee only to the extent to which it can be satisfied out of property of the Relevant Trust out of which the applicable Trustee is actually indemnified for the liability.
- 13.3 This limitation of each Trustee's liability applies despite any other provision of this agreement and extends to all liabilities and obligations of each Trustee in any way connected with this

agreement, including any representation, warranty, conduct, omission, agreement or transaction related to this agreement.

- 13.4 No party may sue a Trustee in any capacity other than as trustee of the Relevant Trust, including seeking the appointment of a receiver (except in relation to property of the Relevant Trust), a liquidator, an administrator or any similar person to the applicable Trustee or to prove in any liquidation, administration or arrangement of or affecting the applicable Trustee (except in relation to property of the Relevant Trust).
- 13.5 Clauses 13.1 to 13.4 will not apply to any obligation or liability of a Trustee to the extent that it is not satisfied because, under the trust agreement establishing the Relevant Trust or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Relevant Trust, as a result of the Trustee's fraud, negligence or breach of trust.
- 13.6 No Trustee is obliged to do, or refrain from doing, anything under this agreement (including incurring any liability) unless its liability is limited in the same manner as set out in clauses 13.1 to 13.4.

## **14. Notices**

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- 14.1 A notice given to a party under this agreement must be:
- (a) in writing in English;
  - (b) sent to the email address of the relevant party as set out in the list of parties that starts on page of this agreement (or such other email address as the relevant party may notify to the other party from time to time); and
  - (c) delivered/sent by e-mail.
- 14.2 A notice is deemed to have been received if sent by e-mail, 4 hours after the sent time (as recorded on the sender's e-mail server), unless the sender receives a notice from the party's email server or internet service provider that the message has not been delivered to the party,
- except that, if such deemed receipt is not within business hours (meaning 9:00 am to 5:30 pm on a Business Day), the notice will be deemed to have been received at the next commencement of business hours in the place of deemed receipt.
- 14.3 To prove service, it is sufficient to prove that in the case of email – the email was transmitted to the party's email server or internet service provider.

## **15. General**

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### **Further assurances**

- 15.1 Each party must (at its own expense, unless otherwise provided in this agreement) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

### **Third parties**

15.2 This agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

### **Costs**

15.3 All costs and expenses in connection with the negotiation, preparation and execution of this agreement, and any other agreements or documents entered into or signed pursuant to this agreement, will be borne by the party that incurred the costs.

### **Entire agreement**

15.4 This agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this agreement other than those expressly stated in it or necessarily implied by statute.

### **Severability**

15.5 If a provision of this agreement is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

### **No waiver**

15.6 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this agreement will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this agreement.

### **Amendment**

15.7 This agreement may not be varied except by written instrument executed by all of the parties.

### **Assignment**

15.8 A party must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this agreement without the prior written consent of the other party.

### **Counterparts**

15.9 This agreement may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.

### **Electronic exchange**

15.10 Delivery of an executed counterpart of this agreement by email in PDF, electronic signature or other image format, will be equally effective as delivery of an original signed hard copy of that counterpart.

15.11 If a party delivers an executed counterpart of this agreement under clause 15.9:

- (a) it must also deliver an original signed hard copy of that counterpart, but failure to do so will not affect the validity, enforceability or binding effect of this agreement; and
- (b) in any legal proceedings relating to this agreement, each party waives the right to raise any defence based upon any such failure.

### **Governing law and jurisdiction**

15.12 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of New South Wales, Australia.

15.13 The parties irrevocably agree that the courts of New South Wales, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **16. Operational**

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16.9 Enlighten Me Program or Enlighten Me Membership updates or add ons that are made available:

- (a) within the duration of this agreement:
  - (i) will be made available to the Client and result in no additional Fees.
- (b) at the completion of the Enlighten Me Program or Enlighten Me Membership
  - (i) will not be made available to the Client until additional Fees are paid.

16.10 Call cancellation or No Show:

- (a) The Company requires 24 hours' notice to reschedule or cancel an individual medical consultation through its website.
- (a) No Show means no prior notice of absenteeism is given by the Client and the Client does not attend its scheduled appointment with the Company which will result in a forfeited Services session.

1.2 Group Coaching Calls:

- (a) Group Coaching Calls occur weekly and are not able to be rescheduled. If the Client submits a question prior to the Group Coaching Call and is not able to attend, the question will still be answered live to the best of the Company's ability, and a typed summary available afterward the Group Coaching Call for review. If the question requires further clarification, it can be submitted for the following week's Group Coaching Call.

1.3 Company office hours and access to Company customer service:

- (a) Client queries can be sent via email to [support@upliftmed.au](mailto:support@upliftmed.au). The Client will receive an automated reply acknowledging that the Client's query has been received,

outlining the Company's current office hours and the estimated time that the Client will receive a response.

\* \* \* \*

1

Upliftmed is a medical education and medical services provider.

The first signature program, Enlighten Me, will be providing weight loss education and consultations (**Enlighten Me Program**).

- The Enlighten Me Program consists of 20 weeks access to the following:
  - A 16 week program that includes 6 individual medical consultations.
  - Weekly group coaching calls for support and to maintain accountability.
  - 12 learning modules which contain patient education on weight loss and lifestyle factors.
  - 10 self-guided exercise videos which incorporate body weight based exercises that can be done at the patient's own pace in their own home.
  - Access to an exclusive Facebook Peer Support Community.

Following the completion of the Enlighten Me Program, the Client may choose to join the follow on Enlighten Me membership for continued medical support with weight loss (**Enlighten Me Membership**).

- The Enlighten Me Membership includes access to the following:
  - One individual medical consultation every 2 months.
  - Ongoing weekly group coaching calls for support and to maintain accountability.
  - Ongoing access to the exclusive Facebook Peer Support Community.

2

The Company must, in providing the Services:

1. **(Honesty and diligence)** be honest and diligent and provide the Services to the Client to the best of its knowledge and abilities;
2. **(Standards)** at all times maintain reasonable ethical, professional and technical standards;
3. **(Discrimination and harassment)** not unlawfully discriminate against, sexually harass or otherwise physically or verbally abuse any person; and
4. **(Privacy)** in relation to any Personal Information or Health Information of any customer, client, supplier or Representative of the Client, any user or prospective user or any other person, comply with:
  - (a) the Privacy Act and any guidelines, information sheets and other relevant material issued from time to time by the Commonwealth Privacy Commissioner; and
  - (b) any approved privacy policy and procedures supplied from time to time to the Client.

**Execution**

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**EXECUTED** as an agreement.

<b>Executed</b> for and on behalf of <b>Upliftmed Pty Ltd</b> (ABN 96 281 521 874) acting as the trustee of the Upliftmed Trust in accordance with section 127 of the Corporations Act by:		
<b>Full Name</b>	<b>Capacity (e.g. director)</b>	<b>Signature</b>

<b>Signed by</b>		
<b>Full Name</b>	<b>Capacity</b>	<b>Signature</b>
	Client	

