



Juno Platform Terms of Use

Effective: 07 July 2023

These terms and conditions are issued by Juno Healthcare Pty Ltd (ACN: 662 160 063) (“Juno”) and apply to your use of Juno’s online platform (“Platform”), together with the Juno [Privacy Policy](#), and [Support Policy](#) (together, the “Terms”). You agree to these Terms if you access or use the Platform. If you do not agree to these terms, you must not use the Platform.

In these Terms, “you” means you personally, unless:

- (a) you access the Platform in your capacity as a validly authorised representative of a Health Service Provider under a Juno Services Agreement (defined below) in which case, “you” means that entity; or
- (b) if you have authority to act on behalf of a Patient (for example, as a parent or guardian of a Patient under 18 years or who does not have capacity to enter agreements) then “you” means you in your capacity as a representative of the Patient, but you are personally responsible for all your own acts and omissions and also those of the Patient in relation to the use of the Platform.

Juno may update these Terms at any time with immediate effect, by posting an updated version on the [Juno Healthcare Policies](#) website page. It is your responsibility to check for updates to these Terms, but Juno will use commercially reasonable efforts to alert you to major changes. If you don’t agree to any update to these Terms, you must cease using the Platform.

1. Definitions

In this Agreement, the following terms, when capitalised, will have the meaning set out below:

Data	means all data, details and information of any kind which is input into or stored within the Platform, or provided to Juno in connection with the use of the Platform, and includes Patient Data.
Documentation	means documentation concerning the use and functionality of the Platform, as made generally available and updated from time to time by Juno (and may include user guides, “acceptable use” policies, minimum system requirements and specifications).
Fee	means the fee, if any, charged by Juno (whether payment is taken via the Platform or otherwise) for a Service, at the price stated on the Platform at the time of purchase.
Health Service Provider	means a medical practitioner specialist, pharmacists, nursing practitioner or allied health practitioner who provides services via the

Platform, who may be a representative of Juno or an independent provider pursuant to a Juno Services Agreement.

Intellectual Property	means all intellectual property rights of any kind recognised anywhere in the world including without limitation all copyright, patent, trade mark and design rights, know-how, trade secrets, rights in confidential information, database rights and any material that gives rise to such rights, whether or not those rights are registered or registrable (and including any applications or rights to apply for registration of them).
Juno Services Agreement	means a separate agreement between Juno and an independent Health Service Provider concerning the Health Service Provider's use of Juno services and the Platform to provide health services.
Law	means all applicable laws and legislation, regulations and binding requirements of, or obligations imposed by, a regulatory or governmental authority (or any licence, permit, authorisation or accreditation issued by such an authority).
Patient	means a user of the Platform who is a current or prospective patient of a Health Service Provider or consumer of Juno services.
Patient Data	means all data, details and information of or concerning a Patient which is input into or stored within the Platform.
Platform	means Juno's online platform which facilitates the scheduling and supply of telehealth and online services by Health Service Providers to Patients, and other related services by Juno.
Privacy Policy	means Juno's current privacy policy available at https://www.junohealthcare.com.au/policies as updated from time to time.
Service	means a telehealth consultation service or any other service made available via the Platform.
Support Policy	means Juno's current platform support policy available at https://www.junohealthcare.com.au/policies as updated from time to time.
Support Services	means the Platform support services Juno makes available to Platform users in accordance with the Support Policy.
Third Party Hosting	means any third party hosting and data centre services used from time to time by Juno to host, support or facilitate the delivery of the Platform.
Use	means use, access, retain, store, reproduce, adapt, transmit, sub-license, process, display and communicate.

2. General

- a. These Terms apply whenever you use the Platform, for the duration of your use.
- b. The Platform facilitates Patient and Health Service Provider on-boarding, appointment scheduling, Service facilities (such as telehealth video-conferencing facilities), billing services and administration support to bring together Patients and Health Service Providers, and to facilitate the efficient provision of telehealth and other services to Patients.

3. Platform Access

- a. Juno grants you access to the Platform subject to your compliance with these Terms, for:
 - i. if you are a Patient, scheduling and receiving Services via the Platform;
 - ii. if you are a Health Service Provider with a Juno Services Agreement, providing Services via the Platform in accordance with your Juno Services Agreement, and
 - iii. if you are an employee or contractor of Juno accessing the Platform as a representative of Juno, to perform your duties as such.

You will not be permitted to access the Platform unless you register an account in accordance with Juno's applicable registration requirements.

- b. **The Services and Platform are not suitable for emergencies.** Juno will use commercially reasonable efforts to make the Platform available and ensure its features and functionality are reasonably available, and will comply with its data security Data, security and privacy obligations under clause 7; but Juno does not guarantee Platform availability to any minimum level or that Platform access and use will be error-free, defect-free, without interruption, or invulnerable to third party attack, unauthorised access or malicious disruption. Juno is not responsible for any Platform unavailability caused by factors beyond its control, such as network or internet issues, issues in your computing environment, user error or third party attack.
- c. If Platform unavailability disrupts or prevents you from providing or receiving a telehealth Service, you may use a phone consultation as a backup method of providing or receiving the Service if permitted by the Health Service Provider. It is your responsibility to ensure you have ready access to a working phone for that purpose, and that accurate phone number details are recorded in your account on the Platform. If Platform unavailability disrupts or prevents you from otherwise providing or receiving a Service or if the relevant Health Service Provider does not permit a phone consultation, Juno will assist you or, via the Platform, provide you with the means to re-schedule or re-arrange the Service at no additional Fee.
- d. The Platform provides and facilitates Patient access to trained, qualified, appropriately insured and credentialed Health Service Providers. **Juno and the Platform itself do not provide medical advice or medical services (except where specifically stated otherwise with respect to a particular Service and subject to the rest of this clause).** Each Health Service Provider is responsible for the advice, diagnoses, prescriptions, diagnostic requests, treatment and other care they provide, in accordance with the Juno Service Agreement (if applicable). Sometimes, the Services you receive via the Platform may be provided by a Juno employee, in which case Juno is also a Health Service Provider. Juno remains responsible for the Services it provides to you.
- e. If you are a Patient and have a concern or complaint about any Service or Health Service Provider (including Juno), please refer to Juno's feedback and complaints policy set out below (but which may be replaced or updated by Juno on notice to you):

Juno Feedback and Complaints Policy: You may email Juno at feedback@junohealthcare.com.au or write to Patient Experience Manager, PO Box 2116, Fitzroy VIC 3065 to express comments, feedback, compliments or complaints about services you receive from or via Juno. If you have provided Juno with a complaint, Juno will contact you within a reasonable time to let you know it has received your complaint, and will inform you of any decisions made and/or action taken as a result. Juno aims to investigate and resolve complaints within 35 days. All compliments,

feedback, complaints and comments will be sent to the appropriate teams or services for review, discussion and consideration. If you are dissatisfied with our response, you may contact the Health Complaints Commissioner (HCC), which responds to complaints about health services and the handling of health information in Victoria. HCC's service is free, confidential and impartial. To lodge a complaint with the HCC, fill out a complaint form online at www.hcc.vic.gov.au or phone 1300 582 113 between 9am and 5pm, Monday to Friday to discuss your complaint.

- f. Juno will make available limited standard Support Services in accordance with its then-current Support Policy. You may use Support Services to report unavailability and errors or raise user queries regarding Platform technology only; Support Services do not include medical advice or information about medical services, Medicare or Service billing. You must provide all information, access (including remote access) and assistance required by Juno to enable it to assess, diagnose, recreate or investigate any Support Services request. Your request will be attended to on a "best efforts" basis and subject to resource availability. Juno does not guarantee that all errors or defects can or will be corrected.
- g. Juno may use any comments, requests, ideas, suggestions, or other feedback received from you in the course of providing Support Services or any other services (**Feedback**), for its general business purposes including product planning and to improve its services and Platform, without seeking your consent, making attribution or providing compensation. Juno will comply with applicable Laws and will not identify you personally in such use.
- h. The Platform may include, use or link to third party websites, platforms and services. You acknowledge that Juno does not control these third party resources. Your use and access of third party resources will be subject to the applicable third party terms which you should inform yourself of before deciding to use the third party resources. Juno does not accept any liability for third party resources and your use of them, or your decision to share your information or data with them.
- i. The relevant Health Service Provider is responsible for determining whether a telehealth (or phone) consultation is a suitable Service in any given case.

4. Access, Bookings and Paid Services

- a. If you are a Patient: (i) general access to the Platform and Support Services is free; and (ii) some Service bookings and online Services require you to pay a Fee before you can make the booking or access the Service.
- b. If you are a Health Service Provider under a Juno Service Agreement, your use of the Platform and Support Services generally is covered by the fees you pay under the Juno Service Agreement. Your right to access and use the Platform is subject to your ongoing and timely payment of those fees. Some online Services may require you to pay an additional Fee before you can access them.
- c. If you are offered access to a paid Service via the Platform, you are not required to use or accept it but if you do, you must pay the applicable Fee and accept any additional terms and conditions presented to you for that Service. If you do not pay the Fee or accept the additional terms, Juno will not provide the Service or may suspend or cease providing the Service, or remove your access to it.
- d. Whenever you book or accept an appointment for Services, your booking is subject to Juno's then-current bookings and cancellation policy, as presented to you at the time of booking.

5. Your responsibilities

- a. You must provide accurate, honest and complete information when registering an account on the Platform, and keep that information up to date. You must only register a single account. Juno may reasonably refuse to accept or maintain your registration, e.g. if your account information is associated with Platform abuse. Your account information will be handled in accordance with the Privacy Policy.
- b. You must only use the Platform reasonably and in accordance with the Documentation. You are responsible for making sure your computing environment meets the requirements in the Documentation (Juno is not responsible for providing Support Services or Platform access where you fail to do so).
- c. You must comply with all applicable Laws in your use of the Platform. If you are a Health Service Provider under a Juno Service Agreement, you must comply with the Juno Service Agreement in your use of the Platform. In any event, you must comply with any reasonable request by Juno regarding your use of the Platform, including any request to remove Data Juno considers inappropriate.
- d. Unless permitted by Juno in writing, you must not do or attempt, and must not permit any person to do or attempt to do, any of the following:
 - i. impersonate another person on the Platform or upload any Patient Data concerning another person without their consent or other legal authority;
 - ii. resell the Platform or access to it, or in any other way, share, sublicense, transfer, distribute or provide third party access to, the Platform, or commercially exploit it in any way;
 - iii. disassemble, decompile, reverse engineer, tamper with, modify, alter, enhance, adapt, copy, replicate or translate the Platform, the Platform software or the concepts behind it;
 - iv. use the Platform or Documentation to develop other software, applications, products or services which may reasonably be seen to be similar to or compete with the Platform or Juno's business;
 - v. avoid, circumvent, bypass, evade or disable any security, access or authentication measure, restriction, device, procedure, protocol or mechanism that Juno may include, require or establish with respect to, or within, the Platform (including any user account and any Data), or gain unauthorised access to the Platform (including any user account or any Data);
 - vi. damage, disrupt or interfere with the functioning of the Platform, use it maliciously or introduce any virus or similar harmful code into the Platform;
 - vii. use the Platform for any unlawful purpose or in any unlawful manner, or in a manner that breaches any applicable Law or regulatory requirement;
 - viii. upload content to the Platform which you do not have the right to upload;
 - ix. disclose any benchmarking, testing or comparison of the Platform with other products;
 - x. combine the Platform with any other application, software, system, environment or service not provided by Juno;

- xi. use the Platform for any obscene, offensive or fraudulent activity or content, or to harass, harm, embarrass or cause nuisance, injury or disruption to any person, or in a way that harms Juno's reputation or services; or
- xii. use the Platform in breach of these Terms.

6. Intellectual Property

- a. You acquire no Intellectual Property or other rights in the Platform, any content or Data made available via the Platform, or Documentation, other than your limited right to access them subject to these Terms.
- b. You are not permitted to record (or disclose, share or publish any recording of) Services you provide, access or receive on the Platform unless authorised by Juno in writing.
- c. You can request access to Patient Data in accordance with the Privacy Policy.
- d. You license and authorise us, on a perpetual basis, to Use all Data you upload, submit or input into the Platform or provide to Juno or a Health Service Provider, and all Feedback, in accordance with these Terms and the Privacy Policy.

7. Data, security and privacy

- a. Juno may Use Data for the purpose of providing and administering the Platform and Support Services, facilitating or providing a Service (and ancillary services), connecting Health Service Providers and Patients, administering your Platform user account, performing these Terms, billing, regulatory reporting and otherwise in accordance with the Privacy Policy and these Terms.
- b. You warrant that you have the right to license and authorise Juno to Use any Data you input into the Platform or otherwise provide or make available to Juno, in accordance with these Terms and the Privacy Policy, and that you give or have obtained any consents necessary to enable you to do so. If you use the Platform as a representative, parent or guardian of another person, you warrant that you have their consent (or other legal authority) to use the Platform on their behalf and access their Patient Data, and to give the warranty given in this clause.
- c. Juno will perform Data backups at such times and intervals as are reasonable for Juno's business purposes, but does not guarantee that any lost or corrupted Data will be capable of recovery. In the event of a loss or corruption of Data, Juno will take commercially reasonable steps to restore the Data from the last available backup.
- d. Juno may (and you authorise Juno to) monitor your Platform usage to provide, improve or design its services and Platform, assess Platform demand and usage patterns, verify billing and Fees, monitor compliance with a Juno Services Agreement or these Terms, detect Platform errors or bugs and for other internal business purposes of Juno. Juno may use the outcome or results of such monitoring in any way it sees fit, provided that it complies with the Privacy Policy and applicable Laws.
- e. Juno may (and you authorise Juno to) use, process and analyse Data for its business purposes including for the purpose of improving the Platform, any Services, any other Juno product or service, or patient care generally, in accordance with the Privacy Policy.
- f. Data are stored in a public cloud environment, provided and managed by a reputable provider of Third Party Hosting chosen by Juno. Data will always be stored at rest within Australia (but not necessarily within Victoria), and you consent to such storage.

- g. Juno is responsible for maintaining industry standard virus protection and cybersecurity measures intended to protect against unauthorised access, modification and destruction of the Platform and Data. However, Juno does not guarantee that viruses or other harmful code will never be introduced into the Platform or Data, or that the Platform or Data are free from cyber security threats, attacks, unauthorised access, disruptions or incidents. These risks are inherent in using internet and cloud based technologies, and beyond Juno's control; however, Juno will take reasonable steps consistent with industry practice to manage and reduce these risks. Juno is not liable for the loss or corruption of Data generally, but will be responsible where such loss or corruption is a direct loss resulting from Juno's failure to comply with these Terms.
- h. You are responsible for maintaining industry standard and reasonable virus protection and cybersecurity technology in your own computing environment, and in addition, you must take any steps required by the Documentation, to assist in Data security management. You are responsible for the security of your passwords and access credentials for the Platform, and solely responsible for all activities, transactions and actions on the Platform carried out using your password(s) and access credentials. You must tell Juno immediately if you become aware of or suspect unauthorised access of Data or your account so Juno can take reasonable steps to investigate and secure your account or Data.

8. Confidentiality

- a. Juno treats all Patient Data as confidential and will only disclose such data in accordance with the Privacy Policy. Juno will (and will require all Health Service Providers receiving Patient Data to) handle Patient Data in accordance with Juno's Privacy Policy and these Terms.
- b. Juno may Use and disclose Patient Data for the purposes stated in these Terms (including in clause 7.a), consulting Juno's legal and professional advisers, as required or permitted by Law, and to maintain Juno's ordinary business records in accordance with Laws and the Privacy Policy.

9. Liability

- a. You are responsible for your use of the Platform, the suitability of the Platform for your needs, and for the quality or reliability of any information or Data you input into the Platform. Other than warranties Juno expressly provides you in writing, Juno does not give, and specifically excludes, all warranties and guarantees (express or implied) in relation to the Platform or any Service, to the extent permitted by Law.
- b. You may have rights and guarantees (for example, under the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth) which cannot, by law, be excluded. Juno does not exclude these, but Juno limits its liability with respect to those rights and guarantees to Juno's choice of: (i) supplying the services again, or (ii) paying the cost of having the services supplied again (or refunding the Fee you paid).
- c. Juno is not liable for any indirect or consequential loss or damages, or for any loss or corruption of Data, loss of opportunity, loss of use, loss of profits or anticipated profits or revenue, damage to reputation or goodwill, inconvenience or interruption however caused, and whether arising in contract, tort (including negligence), equity, under statute, under indemnity or otherwise. Juno is not responsible or liable for the actions of third parties (including Health Service Providers who are third parties), providers of Third Party Hosting or any other third parties, unless expressly stated otherwise by Juno.

- d. **You indemnify Juno, Patients and Health Service Providers for: (a) third party claims which arise from the Data you input into the Platform or provide Juno; and (b) your misuse of the Platform or Data, or use of either of them in breach of these Terms. Your obligation to indemnify does not apply to the extent the liability or claim was caused by Juno's breach of these Terms.**
- e. **To the extent permitted by law, Juno's aggregate liability under or in connection with these Terms and the Services is limited in the aggregate to the higher of: (a) the amount of Fees (if any) you have paid Juno for access to Services or the Platform during the 6 month period immediately preceding the earliest claim; or (b) \$50. This applies whether the liability or claim arises under contract or indemnity, statute, tort (including negligence), equity or otherwise, and regardless of whether Juno was aware of or could foresee the liability. This liability limit does not apply to claims for personal injury or death arising from medical negligence in connection with the Services.**
- f. Juno has no responsibility or liability for: (i) modifications made to the Platform or Service, or the combination of the Platform or a Service with any other service or product not provided by Juno; (ii) use of the Platform other than in accordance with the Documentation and these Terms; or (iii) any events or circumstances outside Juno's actual control including any technical or network issues, acts of God, natural disaster, third party attack or intrusion or governmental regulation, any Service provided by a person other than Juno or any acts or omissions of a Patient or third party.

10. Termination and suspension

- a. Juno may suspend or terminate your access to the Platform at any time, or delete or disable your user account on the Platform if:
 - i. in Juno's opinion, it is reasonably necessary to protect the Platform or its security, integrity or functioning, comply with Law, protect the safety of any person, or protect Juno's business, any Patient or any Health Service Provider;
 - ii. you owe Juno any amount (in Fees or otherwise);
 - iii. you are in breach of or have breached these Terms;
 - iv. Juno determines it is necessary due to matters beyond Juno's control such as unavailability of Third Party Hosting the Platform relies on; or
 - v. Juno decides to withdraw the Platform from the market generally or otherwise determines that the Platform or Juno's ability to provide it is no longer viable (and therefore ceases access for all users).
- b. If a suspension or termination was not undertaken as the result of your actions, and you had pre-paid a Fee for a Service which the suspension or termination prevented your from receiving, then Juno will (at Juno's election) assist you to reschedule or rearrange access to the Service, or refund your Fee.
- c. You may terminate your use of the Platform or any Service at any time. This does not entitle you to any refund of Fees or other compensation unless required by Law or otherwise stated in these Terms.
- d. On termination of these Terms (for any reason and by either party) and otherwise when you cease accessing the Platform:

- i. you must immediately and completely cease all access and use of the Platform, and you will no longer be able to access Patient Data on a self-service basis;
- ii. Juno may disable and deregister your user account;
- iii. Juno may retain Patient Data in accordance with the Privacy Policy and Law;
- iv. you may request access to Patient Data in accordance with the Privacy Policy;
- v. you need to pay any Fees or other amounts owing to Juno, and the termination of these Terms does not affect any accrued rights and obligations; and
- vi. any of these Terms which by their nature should survive termination, do survive, including without limitation, clauses 3.e, 3.g, 6.d, 7.a, 7.b, 7.e, 8, 9, 10.d, 11.a and 11.f.

11. General

- a. **Notices:** Juno may deliver you notices via email (to the address associated with your Account) and via the Platform. You must address notices to Juno as follows:

Attn: Admin Manager

Email: admin@junohealthcare.com.au

Post: PO Box 2116, Fitzroy VIC 3065,

or at such other address as Juno may specify on reasonable notice.

- b. **Entire agreement:** This Agreement is the entire agreement between the parties with respect to its subject matter and replaces all prior understandings and representations.
- c. **Execution:** This Agreement may be executed in counterparts, via electronic signatures or other electronic means.
- d. **Assignment:** You may not assign or transfer any rights or obligations under these Terms. You agree that Juno may assign its rights or obligations under these Terms by giving you notice (which may be via the Platform) and by ensuring the assignee agrees in writing to assume Juno's obligations.
- e. **Variations:** Juno may update these Terms from time to time on notice but you may cease using the Platform at any time if you do not agree to the change (and you may request a refund of any Fee you have pre-paid for a Service you are unable to receive as a result). No other change to these Terms is effective unless in writing and signed by both parties.
- f. **Governing law:** This Agreement will be governed by the laws of Victoria, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia and the appellate courts entitled to hear appeals from them.