

KIZMET KULTURE PTY LTD

WEBSITE TERMS OF USE

In these Terms of Use, “we”, “us” and “our” refer to Kizmet Kulture Pty Ltd ACN 670 391 214 (“Kizmet Kulture”) and “you” refers to any individual who accesses our website located at [INSERT LINK] (“the Website”). Please note that our Privacy Policy also applies to your use of the Website.

1. Accepting Our Terms and Conditions

By accessing and using the Website you agree to accept our Terms of Use current at this time that you access and use the Website. Do not use the Website unless you have read and accepted all of the Terms of Use. Your use of the Website constitutes your acceptance of these Terms of Use and our Privacy Policy [INSERT LINK]. If you do not wish to accept either our Terms of Use or our Privacy Policy, then do not use or access the Website.

We reserve the right to alter these Terms of Use from time to time and at any time. By continuing to use the Website you agree to be bound by the Terms of Use as they apply from time to time.

2. Not Medical Advice

You accept that all information provided by us on the Website is provided in order to give you information about our business, is general information only and is provided on a no-liability basis. Any such information is not intended to be comprehensive, does not consider your individual circumstances, and should not be relied on as a substitute for specific medical or health advice, diagnosis, treatment or consultation with a qualified medical practitioner.

We reserve the right to update the information on the Website at any time. Additionally, we do not make any representations or warranties that the information we provide is reliable, accurate or complete, or that your access to that information will be uninterrupted, timely or secure. We are not liable for any loss resulting from action taken, nor reliance made by you on any information or material posted by us.

You should always obtain medical or other health professional advice specific to your circumstances before acting or relying on any of the content on the Website.

3. Your Use of the Website

You warrant to us that you will not use the Website for any purpose other than its intended purpose. When using the Website, you agree not to:

- act fraudulently or provide us with false, inaccurate, infringing or misleading information;
- impersonate any other person or entity;
- access the Website if doing so is illegal or prohibited by laws which apply to you or in your location;
- use the Website in a manner which could damage, disable, overburden or impair the Website or interfere with any other user’s use and enjoyment of the Website;
- damage or interfere with the Website in any way (such as but not limited to transmitting viruses or other disabling features, using trojan horses, viruses or piracy or programming routines);

- do anything which could reasonably be considered inappropriate or which could reasonably be considered as bringing us into disrepute including (without limitation):
 - using the Website to in any way to defame, abuse, harass, threaten, stalk, menace or offend any person;
 - publish, distribute, email, transmit or disseminate any material which is unlawful, obscene, defamatory, indecent, offensive or inappropriate;
 - breach any person's privacy or any other legal rights;
 - interfere with any other user of the Website; or
 - do anything which may breach applicable law(s), regulation(s) or court order(s) in your jurisdiction.

4. **General Disclaimer/Liability**

To the maximum extent permitted by law, including but not limited to the Australian Consumer Law (see Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), in no event will we in any way be liable to you or anyone else for any loss, damage or expense, however caused (and whether direct, indirect and/or whether present, unascertained, future or contingent and/or whether consequential, economic or negligent) which may be suffered or incurred, arising from or in connection with the use of the Website and/or the information and/or the materials contained on or accessed through the Website (including any linked website). Nor do we accept any responsibility for any such loss, damage or expense arising out of your use or reliance on information contained in or accessed through the Website, and/or an inaccessibility of, interruption to or outage of the Website, and/or any loss or corruption of data.

To the extent permitted by applicable law, all implied conditions, representations, warranties and other terms are excluded.

To the maximum extent permitted by law and without in any way restricting or modifying any general disclaimer contained in these Terms of Use, we make no representations or warranties about the Website or any of the material contained on it, including that:

- it or they are adequate, accurate, correct, current, complete, useful, reliable or suitable for any purpose;
- access will be secure, timely, uninterrupted, error-free or free from viruses, bugs or other harmful interference; or
- that the Website is or will at any time be secure.

5. **Specific Warnings**

While we try to ensure that the Website is continuously available, we do not represent or warrant that your access to the Website or the related server will be secure, timely, uninterrupted, error-free or free from viruses, bugs or other harmful interference. We reserve the right, at any time and without specific prior notice to you, to restrict, suspend or terminate your access to the Website, any content or any feature of the Website. In any such event, we will not be responsible for any loss, cost, damage or liability that may arise as a result.

You must take your own precautions to ensure that the process you adopt to access the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference (such as worms or Trojan horses) which may interfere with or damage your computer system. We do not accept responsibility for any

interference or damage to your computer system which arises in connection with the Website or any linked website.

We may at any time, add, change, remove or discontinue the Website or any part or parts of the Website without specific prior notice to you. We do not undertake to keep the Website updated. We make no representation or warranty that the content, software, text, graphics, links or communications provided on or through using the Website is or are adequate, accurate, correct, current, complete, useful, reliable or suitable for any purpose. We disclaim all responsibility and liability for any direct or indirect loss, damage, cost, or expense whatsoever arising out of the use of or reliance upon any information or material on the Website.

You are solely responsible for any information that you transmit to us. You acknowledge that, despite reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or the Website. You accept that although we endeavour to maintain the security of the Website, we do not make any representation or warranty as to the security of the Website, our records, or any information you submit to us. We do not accept any responsibility or liability of any nature for any computer virus or technological problems or any other losses which you may suffer as a result of the browsing or downloading of any files from the Website, or from any data breach, compromise or misuse of your data that is provided to us in any connection whatsoever with the Website.

Your use of and access to the Website is at your own risk and we exclude all liability of any kind, howsoever arising, including without limitation, consequential loss (such as lost profit, lost opportunity, lost revenue, lost data, losses resulting from security failure, or any indirect or consequential loss) resulting from your use of the Website. Where we cannot completely exclude liability, our total liability is limited to the cost of re-supplying the relevant product or services, or refunding the amount paid by you in connection with the product or services, or, if you have not paid us any amounts, then \$100.

Where liability cannot be excluded, any liability incurred by us in relation to the use of the Website or its content is limited to the extent provided for by the Australian Consumer Law.

6. **Your Indemnity**

To the maximum extent permitted by law, you must indemnify us, and hold us harmless from and against any liability suffered or incurred by us arising from or in connection with your use of the Website or any breach of these Terms of Use or any applicable laws by you. This indemnity is a continuing obligation, independent from any other obligations under these Terms of Use, and continues after your use of the Website ends. It is not necessary for us to suffer or incur any liability before enforcing a right of indemnity under these Terms of Use.

You agree to release, indemnify and hold us and our officers, directors, employees and agents harmless from and against any and all claims, demands, losses, liabilities, and expenses (including lawyers' fees) arising out of or in connection with:

- (i) your use of the services or services or goods obtained through your use of the services;
- (ii) your breach or violation of any of these Terms of Use;
- (iii) Kizmet Kulture's use of your content; and/or
- (iv) your violation of the rights of any third party.

7. **Linked Websites**

The Website (or social media websites on which we maintain a presence) may contain links to external websites and external websites may link to the Website. We are not responsible for the content, control or operation of any such third-party sites and disclaim all liability, howsoever arising, which may be directly or indirectly suffered in connection with any such third-party sites.

We make no representations or warranties as to, and do not accept any responsibility for, the privacy practices of or the accuracy, quality or fitness for purpose of information or services on those sites. We make no representations or warranties that the material on those sites does not infringe the intellectual property rights of any other person. We do not endorse or approve any of the information, opinions, goods or services contained on those sites.

8. **Intellectual Property**

All material contained on the Website is the property of Kizmet Kulture and/or the Website's creators (except where otherwise indicated) or is used with permission or under license. Material includes but is not limited to images, software, source code, text, logos, documents, downloadable files and anything that contributes to the composition of the Website.

You may not in any form or by any means, adapt, commercialise, copy, distribute, modify, print, publish, or reproduce any part of the Website for any purpose without our prior written consent which will be at our complete discretion. To obtain our written consent, please contact us [INSERT LINK].

9. **Social Media**

10. **Applicable Law**

These terms of use and your use of the Website are governed by the laws of New South Wales, Australia.

11. **Contact Us**

kiz@kizmet.me

KIZMET KULTURE PTY LTD

PRIVACY POLICY

1. **Our Commitment to You**

Your privacy is very important to us.

Kizmet Kulture Pty Ltd ACN 670 391 214 (“we”, “us”, “our”, and “Kizmet Kulture”) is committed to protecting your privacy and Personal Information. In this Privacy Policy, “you” refers to any individual whose Personal Information we hold or who accesses our website.

2. **Scope**

We have implemented this Privacy Policy to be open and transparent about your Personal Information that we collect, hold and use, and under what circumstances we may disclose or transfer your Personal Information. This Privacy Policy also outlines your rights to gain access to, and seek corrections of your Personal Information that we hold. It also provides information about how you can approach us about your privacy-related concerns and complaints, and how we will deal with such communications.

In accordance with the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth), this Privacy Policy sets out how we collect and manage Personal Information and the steps we take to protect it. It operates in addition to our obligation of confidentiality to you if you are our client.

Your use of our website indicates that you accept this Privacy Policy and approve the collection, use and disclosure by us of your Personal Information in accordance with the terms below.

3. **What is Personal Information?**

Personal Information is information or an opinion that could identify an individual.

4. **Person Information we Collect and How**

We collect Personal Information provided by you when you visit our website, telephone us, email us or otherwise contact us. Such Personal Information may include your:

- contact details including name, telephone number, email address and billing address;
- personal details including date of birth; and
- payment details including credit card and bank account details.

We may also collect your Personal Information during counselling sessions, from third parties, from your interactions with us online including through social network services (such as Facebook and Instagram), correspondence with referring parties such as referring doctors, and from the completion of our forms and paperwork.

We may also collect additional Personal Information you provide to us, or authorise us to collect, as part of your interactions with us. This information may be sensitive in nature at times as it relates to your health, health information, relationships, philosophical beliefs, sexual preferences or practices and/or criminal record.

5. **Option to Not Provide your Personal Information**

You have the option of whether or not to provide us with your Personal Information and you may be able to remain anonymous or use a pseudonym when making enquiries with us. However, to provide you with our services, providing your Personal Information is generally necessary.

Whenever it is optional for you to provide us with non-essential Personal Information, we will endeavour to make this clear to you, such as on forms that we provide to you.

When you provide us with your Personal Information, you are consenting to our storage, use and disclosure of that information as outlined in this Privacy Policy.

6. **Why do we Collect and Use your Personal Information?**

We collect and use your Personal Information that we hold for the primary purpose of carrying on our business, and/or for related secondary purposes, including but not limited to:

- the delivery of our services;
- contacting and communicating with you including responding to queries, complaints or feedback from you or third parties;
- to ensure the proper functioning of our website, business and operations;
- to assist with marketing, service development and research requirements; and
- advertising and marketing of our services.

7. **Collection of Non-Identifiable Information via our Website**

To improve your experience on our website, we may use ‘cookies’. Cookies are an industry standard used by most major websites. A cookie is a small text file that our site may place on your computer as a tool to remember your preferences. You may refuse the use of cookies by selecting the appropriate settings on your browser; however, this may limit the functionality of our website.

8. **Who do we Disclose your Personal Information to?**

For the purposes of managing our business and providing services to you, we may disclose your Personal Information to our employees, consultants, contractors and service providers. We may also disclose your information to healthcare professionals involved in the services we provide to you.

We may disclose your Personal Information to third parties with your consent or when we are required or authorised by law to do so. We may also use and disclose your Personal Information for other purposes explained at the time of collection, or as would reasonably be expected or otherwise as set out in this Privacy Policy, such as to:

- our third-party service providers (including our IT and analytics service providers); and
- our marketing service providers.

We will not disclose your Personal Information to overseas parties except in circumstances where you request and consent to the disclosure.

9. **Security of Your Personal Information**

Your Personal Information is only retained while required for the purpose for which it was collected, related secondary purposes as set out in item 6 above or as required by

law. We take all reasonable steps to ensure that Personal Information is protected from misuse, interference, loss, unauthorised access, modification and disclosure.

Please note that no information transmitted over the Internet can be guaranteed to be completely secure. Although we endeavour to protect your Personal Information, we give no warranty about, and cannot guarantee the security of any information that you transmit to us, or receive from us online. The transmission and exchange of any information via the Internet is carried out at your own risk.

If we hold Personal Information about you and we do not need that information for any purpose for which the information may be used or disclosed, we will take reasonable steps to destroy or de-identify that information unless we are prevented from doing so by law.

10. **Third Parties or Linked Sites**

We may provide links to third party websites. These linked sites may not be under our control, and we are not responsible for the content or privacy practices employed by those websites. Before disclosing your Personal Information on any other website, we recommend that you carefully read the terms and conditions of use and privacy statement of the relevant website.

11. **Accuracy and Quality of Personal Information**

It is important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so that we can update our records and ensure that we can continue to provide quality services to you.

12. **How you can Address or Correct your Personal Information**

You generally have a right to request access to your Personal Information and request its correction if it is inaccurate, out of date, incomplete, irrelevant or misleading, subject to some exceptions permitted by law. If you wish to access your Personal Information or request its correction or deletion, please contact us.

We will endeavour to respond to access and correction requests within a reasonable period.

We may deny your request in some circumstances, but only if we are legally entitled to do so. We will give you a written explanation for any denial of an access or correction request.

We may charge you a reasonable fee for access to your Personal Information if a cost is incurred by us in order to retrieve your information, but in no case will we charge you a fee for requesting access to your Personal Information. We will never charge you fees for requesting the correction of, or for us correcting your Personal Information. Whenever a fee will be applied, you will be notified of how that fee will be calculated or, where possible, the total amount that will be charged. You will then have the option to decide whether to proceed with your access request.

To protect your Personal Information, we may require identification from you before releasing it.

13. **Concerns & Complaints**

If you have any concerns or complaints about your privacy or the use or management of your Personal Information, please contact us in writing using the contact details at the end of this document. We will endeavour to respond as soon as reasonably possible.

If you are unsatisfied with our response to your complaint and you wish to lodge a formal complaint, you may contact the Office of the Australian Information Commissioner with your concern. Information about lodging a complaint is available on the Office of the Australian Information Commissioner's website (see in particular: <http://www.oaic.gov.au/privacy/privacy-complaints>).

14. **Amendments of this Privacy Policy**

We are obligated to regularly review and update our Privacy Policy. We therefore reserve the right to amend this Privacy Policy at any time. Should any significant amendments occur, notification will be provided by publication on our website at least 14 days prior to the changes being implemented (the "Notice Period") unless the circumstances of the amendments make it unreasonable to provide such a Notice Period. Your continued use of our website after the Notice Period has lapsed indicates your consent to be bound by the amended Privacy Policy.

15. **Contact Us**

You may contact us as follows:

- kiz@kizmet.me