

## 1 Acceptance of General Terms

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- 1.1 This website and any service offered under the name “Men’s Health Institute of Australia” (“**Website**”) is operated and owned by Denz Wellness Pty Ltd (ACN 614 927 990) t/a Men’s Health Institute of Australia and its related entities or body corporates (“**us**”, “**we**” and “**our**”).
- 1.2 Your use of this Website is subject to these terms of use (“**General Terms**”). The General Terms constitute a binding legal agreement between you and us, and your continued use of the Website constitutes your acceptance and acknowledgement of these General Terms, our Privacy Policy, and any other policy displayed on the Website, all of which constitute a part of the General Terms. If you do not agree to the General Terms, you must not use the Website.
- 1.3 Any time you purchase any Treatments from us, or enter into any transaction with us whatsoever, you are taken to accept these General Terms.
- 1.4 We may amend or modify the Website, the General Terms and/or the Privacy Policy at our sole discretion and at any time. Any amendments are effective 14 days after publication on the Website. Your continued use of the Website indicates your continued acceptance of the General Terms as modified.
- 1.5 These General Terms will prevail over any other terms or agreement between you and us.

## 2 Definitions

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- 2.1 In these Terms, the following terms have the following meaning:

**Doctor** means a doctor approved by us who we refer you to in relation to a Treatment.

**General Terms** means these terms of use which include the Privacy Policy.

**Sale Contract** means a contract for us to supply the Treatment in exchange for you paying the Treatment Price.

**Treatable** means that upon the Doctor’s consultation and assessment, the Doctor is of the opinion that your condition is suitable for treatment by and within the usual and reasonable range of treatments.

**Treatment** means goods and services offered by us, which are usually medications and/or therapies prescribed by the Doctor for your condition post consultation and assessment, including any replacement or alternative treatments that may subsequently be prescribed by the Doctor.

**Treatment Price** means the price of a selected Treatment as agreed by you and us.

**us, we or our** means Denz Wellness Pty Ltd (ACN 614 927 990) t/a Men’s Health Institute of Australia and its related entities or body corporates.

**Website** means this website, any service offered under the name “Men’s Health Institute of Australia”.

**you** means any person who uses the Website or seeking to buy Treatments from us.

### 3 Access

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- 3.1 Access to and use of this Website, and the availability of any Treatment, is subject to you being:
- (a) at least 18 years old and having the legal capability to entering into binding contracts; and
  - (b) a resident of Australia (“**Permitted Region**”), using the Website or Treatment in the Permitted Region and only with credit, debit or prepaid cards issued by financial institutions in your Permitted Region
- 3.2 Accordingly, by using the Website or commencing a Treatment, you warrant the above to us. If the above conditions are not satisfied, please cease using the Website immediately.

### 4 Treatments

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#### 4.1 Doctor’s assessment

Prior to the commencement of any Treatment, you must have a consultation with a Doctor to assess your condition and suitability. Once the Doctor has deemed your condition and past medical history Treatable, then a selected Treatment can commence.

You agree to:

- (a) fully and transparently inform the Doctor of your condition, medical history and any other potentially relevant factors, and fully and truthfully answer any questions asked of you by the Doctor;
- (b) proactively ask the Doctor about any possible side effects of the recommended treatment program if the Doctor does not talk specifically about them;
- (c) notify the Doctor if you encounter any problems or side effects with your Treatment, or develop any significant health complications, whether relation to your condition or the Treatment or otherwise;
- (d) inform the Doctor of any other drugs or medications you are taking from time to time, an of any changes to your medication routine; and
- (e) adhere to any instructions or directions provided by the Doctor.

Please note that all Doctors, pharmacists and other professionals we refer you to are independent practitioners and we have no relationship of employment, agency, partnership, or joint-venture with said persons. Our only relationship with said persons is of independent contractors and as such we are not liable or responsible for any act or omission by said persons. You release and indemnify us from any claim or loss in connection with any act or omission or any said persons.

#### 4.2 Sale Contracts

Every time you purchase a Treatment from us in any way whatsoever, you enter into a separate Sale Contract with us to buy the relevant Treatment in exchange for the relevant Treatment Price (which must be paid without setoff or deduction) on the terms and conditions of these General Terms and specifically this clause 4.

#### 4.3 Descriptions

Treatments displayed on our Website or otherwise disclosed may not be available or be as described. We will use our best endeavours to ensure that treatment details, descriptions, images and prices are correct at the time the relevant information is entered onto the system or disclosed to you. However, to the extent permitted by law, we do not warrant that the descriptions or other content available on the Website or otherwise disclosed are accurate, complete, reliable, current, or error-free.

#### 4.4 Ordering Treatments

- (a) Initial phone consultation with us via phone is free.
- (b) If you wish to purchase a Treatment, you must pay the Treatment Price:
  - (i) upfront by credit or debit card; or
  - (ii) by way of a payment plan via ZipMoney.
- (c) If you choose to pay on a payment plan through ZipMoney, you will enter a separate contract agreement with ZipMoney. We do not accept any liability for Your agreement with ZipMoney. The terms and conditions of use of ZipMoney are clearly noted on their website: <https://zipmoney.com.au/terms-of-use/>. By using ZipMoney you accept their terms and conditions.
- (d) Our Treatment Prices are quoted in Australian dollars and may change from time to time. Treatment Prices may change due to promotional events or new offerings.
- (e) The Treatment Price will be fully refundable in the event the Doctor deems your condition not Treatable, but is otherwise non-refundable.
- (f) All Treatments are subject to availability.
- (g) We reserve the right to refuse to sell or supply Treatments to any person, for any reason, at our sole discretion.

#### 4.5 Your Treatment

- (a) You must strictly adhere to the schedule of medication prescribed in your Treatment and any instructions set out by us, the Doctor, or the Treatment.
- (b) If the initial prescribed medication is not achieving desired results, then it is your responsibility to contact us and give us notice.
- (c) You agree to try different medications and/or therapies prescribed by us or our Doctor to achieve a desired result for your condition.
- (d) If:
  - (i) after trying different medications and therapies in the course of the Treatment, you are unable to achieve a sufficient result for your condition; and
  - (ii) provided that you have strictly adhered to the medication schedule and all instructions issued by us or the Doctor for a minimum of 12 months;we may at our sole discretion issue a full or partial refund of the Treatment Price.

#### 4.6 Personal Use

Our Treatments and any samples which are provided to you are for your personal use only. You must not sell or resell any of the Treatments, or samples, that you purchase or otherwise receive from us. You must not administer or supply them to anyone else, whether or not for reward.

#### 4.7 Cancellation of Order

- (a) We may cancel or reduce your Treatment without notice if we believe, in our sole discretion, that:
  - (i) you have breached the General Terms or that the completion of your Treatment may result in a breach of the General Terms; or
  - (ii) you are hostile to us or the Doctors; or

- (iii) you initiate credit card charge backs or dispute/claims without valid cause.
- (b) We may also cancel a Treatment or part of a Treatment for any of the following reasons: the Treatment or item(s) for the Treatment is no longer available; there was difficulty in processing payment information; delivery to the address was not possible; a duplicate order for a Treatment was placed; or the Treatment was cancelled with your consent.
- (c) If your Treatment is cancelled, you will be contacted to explain the reason for the cancellation and (if applicable) the appropriate amount will be refunded via your original payment method.

#### 4.8 Delivery

- (a) **Title to Goods:** we retain the legal ownership of any medication or other goods constituting part of the Treatment (“**Goods**”) until the latter of the dispatch of the goods to you or when full payment for the Goods is received by us. The legal ownership of the Goods will immediately revert to us if we refund any such payment to you.
- (b) **Delivery Timeframe:** any delivery times quoted to you are indicative only. Goods may be delivered in one or more parts. To the extent permitted by law, we do not accept any liability whatsoever for delayed delivery caused by any third party.
- (c) **Risk of Loss:** Risk in the Goods will pass to you upon delivery to you.
- (d) **Receipt of Goods:** Upon delivery of the Goods, you must inspect the Goods. You will be deemed to have accepted the Goods unless you notify us within 7 days of receiving the Goods. If you have not received all of the Goods, please contact us immediately.

#### 4.9 Returns

- (a) In accordance with applicable laws and regulations, general medicines and prescriptions including any preparation that is taken via injection, transdermal application or orally are unable to be returned once the Goods has been opened and no longer in “as new condition”.
- (b) Returns are only with our prior written consent, which may be withheld at our sole discretion.
- (c) If you have received the wrong Goods, any item is damaged or your order does not arrive please contact us and we will re-ship the order immediately.
- (d) In the unlikely event that your Goods are misplaced or damaged in transit please contact us immediately and give a full detailed description of the problem / damage, as well as your name, contact number or email and order number. We will then determine how best to resolve your problem with minimum inconvenience to you.
- (e) If your package was damaged in shipment by the courier, save the box and the Goods and notify us immediately.

#### 4.10 Your acknowledgements and duties

You hereby acknowledge and agree:

- (a) the nature of medical treatment is such that the success of any Treatment cannot be guaranteed. Whilst we will work with you in the event that the Treatment does not produce immediate results, you should understand that, as with any medical

treatment, it is possible that even after prolonged use and therapeutic adjustments it will not achieve your hopes and expectations;

- (b) the Treatment, like any medication, may cause side effects; and
- (c) you must notify us and the Doctor immediately on experiencing any side-effects.

## **5 Intellectual Property Rights**

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- 5.1 Except where otherwise indicated, we are the sole owners or licensees of all intellectual property comprised in the Website (including all intellectual property comprised in the Website content), and nothing in these General Terms constitutes a transfer of any intellectual property rights in or related to the Website or Website content.
- 5.2 You acknowledge and agree that the Website and the content contained therein are protected by copyright, trademarks, service marks, patents, design registrations, and other proprietary rights and laws, and you agree to comply with and maintain all copyright notices and other restrictions on content accessed on or via the Website.
- 5.3 You must not do anything which breaches or otherwise interferes with our intellectual property rights or the intellectual property rights of any of its third-party licensors. You may not distribute, reproduce, publish, alter, modify or create derivative works from the Website content without our prior written permission or the relevant third-party licensor or exploit such contents for commercial benefit.
- 5.4 You acknowledge and agree that damages may not be an adequate remedy for a breach of this clause 5 and that equitable or injunctive relief may be necessary.

## **6 Third party sites**

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- 6.1 The Website may contain links to websites that are owned and operated by third parties. We have no control over these external websites, which are governed by terms and conditions and privacy policies independent of us.
- 6.2 You acknowledge and agree that when you access a third-party website available via a link contained on the Website:
  - (a) you do so at your own risk and understand that you should review the privacy policy and terms and conditions of that website;
  - (b) we are not liable for the content, accuracy, lawfulness, appropriateness, or any other aspect of that third-party website; and
  - (c) you acknowledge and agree that to the full extent permitted by applicable law, we will not be liable for any loss or damage suffered by you or any other person as a result of or in connection with your access or use of any third-party website available via a link on the Website.

## **7 Disclaimer and limitation of liability**

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- 7.1 Any advice provided on the Website is of general nature only. You acknowledge that you must rely entirely on your own enquiries in relation to Treatments, anything offered by us, and any other information or material contained on the Website. You should not rely solely on any information on the Website or otherwise provided by us to make personal or medical decisions. We are not medical practitioners or registered pharmacists, and we do not purport to represent ourselves as such.
- 7.2 This Website may include forward-looking statements. These statements are based on the reasonable beliefs of our management as well as assumptions made by and information currently available to us. Many factors that we are unable to predict with accuracy could cause our Treatment's actual results, performance or achievements to be

materially different from those that may be expressed or implied by such forward-looking statements.

- 7.3 We take no responsibility for any act or omission of any Doctor or other person we refer you to.
- 7.4 To the maximum extent permitted by law, we exclude all warranties, conditions, terms, representations, statements and promises of whatever nature, whether express or implied ("**Warranties**") including but not limited to:
- (a) the results that can be gained from the use of the Treatments;
  - (b) the absence of any side effects;
  - (c) the accuracy, suitability, fitness for purpose or quality of any Treatment offered; and
  - (d) the reliability or quality of any Doctor or other person we refer you to.
- 7.5 To the extent that any law restricts our right to exclude Warranties under these General Terms, these General Terms must be read subject to those provisions and nothing in these General Terms is intended to alter or restrict the operation of such provisions. If those statutory provisions apply, notwithstanding any other provision of these General Terms, to the extent that we are entitled to do so, we limit our liability pursuant to such provisions:
- (a) in the case of goods:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; and
  - (b) in the case of services:
    - (i) the supply of the services again; or
    - (ii) the payment of the cost of having the services supplied again.
- 7.6 Our liability arising in connection with these General Terms or the Website is limited as follows:
- (a) we exclude all liability for consequential, special, indirect or remote loss, including loss of opportunity or business;
  - (b) our total maximum total liability arising in connection with these General Terms is capped to the total amount of any Treatment Prices you have purchased from us in the last 12 months;
  - (c) our liability is reduced by the extent that you contributed to the liability;
  - (d) we exclude all liability for anything you have been aware of for longer than six months and you have not commenced a claim; and
  - (e) our liability is subject to your duty to mitigate your loss.
- 7.7 We provide the Website on an "as is" and on an "as available" basis without any Warranties as to continuous, uninterrupted or secure access to the Website, that its servers are free of computer viruses, bugs or other harmful components, that defects will be corrected, or that you will not have disruption or other difficulties in using the Website.
- 7.8 In the event that we terminate the Website or your access to the Website pursuant to these General Terms, you release us from all liability, loss or claims suffered by you as result of or arising out of such termination.
- 7.9 All of the above subclauses are cumulative to one another.

## 8 Release

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- 8.1 You agree to release us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries, sponsors, and other third-party partners (“**Released Parties**”) from claims, demands, and damages (direct and consequential) of every kind and nature, known and unknown, now and in the future (“**Claims**”), arising out of or in any way connected with any transaction with a third party, your interactions with any Doctors or other professionals we refer you to, or in connection with the Website. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver.

## 9 Indemnity

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- 9.1 You agree to indemnify, defend and hold all the Released Parties harmless from any Claims, made by any third party due to or arising out of or in connection with: (a) your violations of these General Terms, (b) your use, misuse, or abuse of our Website, (c) any Treatment, (d) your violation of any law, statute, ordinance or regulation or the rights of a third party, or (e) your participation or conduct in anything that violates these General Terms or a policy. You agree to promptly notify us of any third party Claims, cooperate with all Released Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, legal fees). You agree not to settle any Claim without our prior written consent.

## 10 Termination

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- 10.1 You acknowledge and agree that:
- (a) we may terminate your access to the Website at any time without giving any explanation.
  - (b) we may terminate these General Terms or any Sale Contract immediately by notice to you in writing if you are deemed to breach these General Terms or associated policies in any way, in our sole discretion.
  - (c) Termination of these General Terms, a Sale Contract or your access to the Website does not release you from any of your obligations and liabilities that may have arisen or been incurred prior to the date of such termination.

## 11 General

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- 11.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these General Terms.
- 11.2 If a provision of these General Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 11.3 These General Terms are governed by the laws of NSW, Australia and each party submits to the exclusive jurisdiction of the courts of that State and all courts of appeal therefrom.
- 11.4 Any waiver of any term on these General Terms by us can only be done in express writing. Any failure on our part to enforce a term does not constitute a waiver and we reserve the right in relation to all breaches unless expressly stated otherwise.
- 11.5 The contents of these General Terms constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements

made between the parties regarding the subject matter of this agreement, whether orally or in writing.

- 11.6 A provision of this agreement which can and is intended to operate after its conclusion will remain in full force and effect – including all indemnities and releases.