



Digital Services Terms and Conditions

The Clinician is committed to providing secure IT services while protecting the privacy of individuals and organisations it serves to a very high standard and ensures maximum protection for confidential information. This document describes the terms and conditions that relate to using The Clinician Digital Services.

Last modified: 21 March 2020

This Terms of Service only applies to the digital services offered by The Clinician Holdings Ltd. By using such services you are agreeing to these terms and any policies made available to you from time to time. Please read them carefully.

Who we are

The Clinician Holdings Ltd (The Clinician) is a privately owned company incorporated in New Zealand.

Using The Clinician Digital Services

You agree to use The Clinician Digital Services only for lawful purposes and in a way that doesn't infringe the rights of, or restrict or inhibit the use and enjoyment of, such services by other users.

We may modify these terms or any additional terms that apply at any time. As such, you should review these terms for updates regularly. If you do not agree to the new/modified terms, you should discontinue using The Clinician Digital Services.

In connection with your use of The Clinician Digital Services, we may send you messages and other information from time to time. You may opt out of some of our communications.

Don't misuse The Clinician Digital Services, interfere with our services or try to access them using a method other than in the manner, and with the interface, we provide. You may use



The Clinician Digital Services only as permitted by law and we may suspend or stop providing access to you if you do not comply with our terms.

Modifying and Terminating our Services

We are constantly changing and improving The Clinician Digital Services. We may add or remove functionalities or features and may suspend or stop offering an online service at any time.

Using The Clinician Digital Services content

Content is subject to copyright protection.

Contact us if you want to reproduce any piece of content.

Liability and Disclaimer

While we make every effort to keep The Clinician Digital Services up-to-date and fully functioning, we don't provide any guarantees, conditions or warranties that the information will be:

- secure
- accurate
- complete, or
- free from bugs or viruses.

We do not make any promises or warranties regarding the The Clinician Digital Services, and its content is provided on an "as is" basis without any commitments including, without limitation, commitments regarding reliability, availability or suitability.

You agree The Clinician is not liable for any loss or damage of any kind whatsoever that may arise from using The Clinician Digital Services.

Requests to remove content

Contact us to ask for content to be removed from The Clinician Digital Services. You'll need to send us the details of the content and explain why you think it should be removed.



Information about you and your interaction with The Clinician Digital Services

We collect information about you in accordance with our Privacy Policy. Our Privacy Policy also contains information about how we use cookies. By using The Clinician Digital Services, you agree to our collecting this information and confirm that any data you provide is accurate.

Security

You are responsible for the security of your personal computer and other internet connected devices (e.g. your cell phone or tablet). We suggest you take additional measures to protect your devices from viruses and other security threats which include, without limitation:

- Ensuring you are using the most secure and up-to-date web browser available.
- Familiarizing yourself with your web browser's various functions and enabling/disabling such functions as needed in order to maximize security.
- Ensuring you completely close your web browser and log out of your account (if you have one) once you have finished using The Clinician Digital Services.
- Web browsers often use a cache to temporarily save web pages in your computer's memory. Although the cache is designed to improve performance, subsequent users of your computer may be able to view web pages previously visited by you by accessing the information in the cache. You should frequently clear your cache.
- Ensuring you have up-to-date virus protection software on all systems and that you run virus scans regularly.
- Ensuring all connections to the Internet under your control are protected by a firewall to help prevent unauthorized access to your systems.

To protect your account (if you have one), keep your password confidential and do not use the same password for other applications.



Viruses, hacking and other offences

When using The Clinician Digital Services, you must not introduce viruses or any other material that is malicious or technologically harmful.

You must not try to gain unauthorized access to The Clinician Digital Services, the server on which it's stored or any server, device, computer or database within the network environment of The Clinician Digital Services.

You must not attack The Clinician Digital Services in any way including, without limitation, denial-of-service attacks.

Unauthorized attacks or attempts to gain access to The Clinician Digital Services will be reported to relevant law enforcement authorities and we will share information about you with such authorities.

Governing law

These terms and conditions and the use of The Clinician Digital Services are governed by and construed in accordance with the laws of New Zealand.

General

There may be legal notices elsewhere on The Clinician Digital Services that relate to how you use the services.

We may decide not to exercise certain rights available to us under these terms and conditions and can always decide to exercise or enforce our rights later. Any waiver does not imply we will automatically waive the right on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will still apply.

If you have any queries about these terms and conditions please contact us at support@theclinician.com, or 0800 102 647 (NZ), or 84 Newton Rd, Eden Terrace, Auckland 1010, New Zealand.