

Teledentistry Purchase Terms of Service

TERMS & CONDITIONS OF PURCHASE

1. GENERAL

We agree to provide the *oral health* and *dental services* to you on the terms set out in this Agreement. This document represents the entire understanding between the Parties, and - except for those terms implied by law and which cannot be excluded and any other terms specifically incorporated by reference - no other terms apply.

2. CONSENT

You signify your consent to this Agreement by purchasing any *oral health* and *dental services* from the *website*. We do alter this Agreement from time to time, and you must review this document before each purchase. This document was last changed on **26 June 2020**.

If you are under 18 years of age, you must provide us with the written consent of your parent or guardian, who must also agree to -

- be bound by this Agreement;
- provide proper supervision in relation to the provision of information to us; and
- provide proper supervision in relation to your use of our *oral health* and *dental services*

3. PURPOSE AND NATURE OF OUR **ORAL HEALTH** AND **DENTAL SERVICES**

You acknowledge that -

- no online service is a perfect substitute for an "in person" consultation with a dental professional; and
- we are unable to guarantee that our advice or treatment will result in a cure of your particular complaint or condition. We recommend treatments that we believe are likely (based upon our experience and training) to be effective, but we cannot guarantee results.

4. SUITABILITY OF OUR **ORAL HEALTH** AND **DENTAL SERVICES**

It may become obvious to us that our *oral health* and *dental services* are not suitable for you. In these circumstances, we will not provide the *oral health* and *dental services* to you. Instead, we will refund any money paid to you, and will suggest an alternative course of action.

5. PROVISION OF INFORMATION BY YOU

You acknowledge that in delivering our *oral health* and *dental services*, we are completely reliant upon the information that you provide us. In this regard, you agree to provide us with:

- accurate and complete information in response to our online questionnaires and any follow up questions which we ask of you; and
- any information which could reasonably be expected to be relevant to your condition or treatment.

6. PROVISION OF ADVICE BY US

We agree to provide you with a written document containing your treatment programme or other requested information by email after the conclusion of your teledental consultation.

7. USING OUR ORAL HEALTH AND DENTAL SERVICES

a. Full understanding required: You must not implement our treatment recommendations or act on any advice unless you fully understand it. Please ask any questions before implementing any treatment program or acting on any advice provided by us.

b. Cessation: You must immediately cease using our treatment program and cease acting upon any advice given by us if you experience any pain or discomfort, or swelling or substantial bleeding. In these circumstances, you must contact us as soon as possible.

c. Third persons: You must not provide our treatment program or advice to any other person. We assume no duty of care in relation to any third persons.

8. LIABILITY

a. Statutory Terms: The laws in force in South Australia imply certain terms into contracts between consumers and businesses. These include warranties that our services are to be delivered with due care and skill, and that they are reasonably fit for the purposes for which they are intended. Such terms form part of this Agreement, and no part of this Agreement is intended to exclude, restrict or modify those terms or our liability to you for breach of those terms.

b. Exclusion: Subject to sub-clause (a) above and our obligation under any law not to exclude or restrict our liability to you, we exclude all liability to you which is related in any way to your use of our *oral health* and *dental services* -

1. of whatever nature (whether any indirect, incidental, special or consequential loss or damage or otherwise, including loss of business or other profits); and
2. however arising (whether through the law of negligence or tort generally, breach of contract, breach of statutory duty or otherwise).

c. Limitation: Where liability cannot be excluded under sub-clause (b) above, any liability incurred by us in relation to our *oral health* and *dental services* is limited to \$1,000 unless we specifically agree an alternative amount with you. We would be prepared to agree to increase the cap on our liability in return for you paying a higher fee for our *oral health* and *dental services*.

9. PRIVACY

Our Privacy Policy also forms part of this Agreement which is available through our website.

10. GOVERNING LAW

This Agreement is governed by the laws in force in the State of South Australia, and you submit to the jurisdiction of the courts in that State.

11. DEFINITIONS

In this document and the documents incorporated by reference, the following terms have the following meanings unless the context clearly requires otherwise:

"*Agreement*" means the terms and conditions of purchasing our *oral health* and *dental services* as set out in this document and the documents incorporated by reference;

"*Business Days*" means any day other than a Saturday or a Sunday or a day declared as a public holiday under the *Public Holidays Act 1910 (SA)*;

"*Australian Dental Foundation*" means us;

"*Oral health and dental services*" means any oral health, dental or health-related services provided by us in return for a fee including any assessment, diagnosis, advice or treatment program; and

"*Website*" means the website located at the domain "dentalfoundation.org.au", "dentaloutreach.com.au" and "dentalfoundation.com.au" on all sub-domains, folders and sub-folders on this domain.

12. INTERPRETATION

In this document, unless the context clearly requires otherwise:

1. The terms "we", "us" and "our" are references to are provided via this *website*, which is owned and operated by the Australian Dental Foundation Inc, our successors and assignees;
2. Words defined in the singular have the corresponding meaning in the plural;
3. Reference to a "person" includes a reference to a corporation, association or other entity;
4. Reference to a "written request" means a request submitted to us by email, by post, or using the "contact us" form on the *website*;
5. Reference to the "Parties" means both you and us; and
6. All monetary amounts are expressed in Australian dollars.

13. DISCLAIMER

Our Telehealth (also referred to as teledentistry or tele-dental) service provides access to highly skilled Australian registered dental professionals, however, in some circumstances, a physical examination may be required. This can not be delivered by Telehealth so it may be necessary to see a local dental professional for ongoing care.

By its nature Telehealth depends on technology. We use video conferencing to gather clinical information. Circumstances beyond our control may render it impossible to offer you an adequate service in which case you should seek the services of a local health service.

Although dental professionals on our platform can facilitate local access to a variety of medicines they are unable to facilitate access to narcotic drugs like morphine, oxycodone or codeine. For a full list of medication our doctors *cannot* prescribe read our 'Teledentistry Medications Not Prescribed' policy.

Please note that Medicare and Private Health Insurers do not currently provide a rebate for dental telehealth (teledentistry), so if you use this service you will incur an out of pocket expense. However, private health rebates for teledentistry and all allied telehealth services are expected to become available at some time in 2021. We will facilitate co-payments as soon as they become available.

Last updated 14 July 2020