

Teledentistry Terms and Conditions

1. GENERAL

This document sets out the terms of use of this Website, which is owned and operated by Australian Dental Foundation. It incorporates the following documents by reference:

- a. Personal Information
- b. Privacy Policy

In addition, if you pay for information or advice from us (including in the form of a treatment programme), your relationship with us will also be governed by the Terms and Conditions of Purchase which will override this document to the extent of any inconsistency.

2. CONSENT

You signify your consent to these Terms by using this Website. We may alter these Terms by making changes to this web page at our discretion and without notice. By continuing to use this Website you accept these Terms as they apply from time to time.

3. PURPOSE AND NATURE OF OUR FREE CONTENT

a. Not personal treatment: Our free content is intended as general information only. It is not intended to be comprehensive, and must not be relied upon as a substitute for "in person" dental or other medical treatment. You should organise a personal consultation with a suitably qualified dental or medical professional before acting or relying on any free content.

b. No guarantee of currency: We attempt to ensure that our free content is current and based on the latest research and industry practice as at the date of initial publication, but we do not guarantee its currency.

4. OUR LEGAL RELATIONSHIP WITH YOU

a. No duty of care: We do not assume any duty of care in relation to you or any other third party by providing the free content.

b. No practitioner/client relationship: Mere use of this Website or free content is not intended to, and does not, create a practitioner-client relationship between you and us.

5. LIABILITY

To the maximum extent permitted by law, we exclude any liability to you for any loss, damage, claims or costs (whether indirect, incidental, special, consequential or otherwise), including those associated with -

- a. loss of business, income or profits;
- b. pain and suffering;
- c. the need to obtain medical treatment or rehabilitation or equipment;

resulting from the use of this Website. To the maximum extent possible, this exclusion applies to liability, loss or damage arising under in tort, contract, negligence, under statute or otherwise.

Where liability cannot be excluded, any liability incurred by us in relation to the use of this Website or the free content is limited to the re-supply of the services or the free content.

7. COPYRIGHT OWNERSHIP

All free content is subject to copyright. Where copyright for materials on this Website is not owned by us, it has been included on the Web Site under a licence from the owner or lawful licensee. Except as provided for by Clause 8, you must not use, copy or reproduce any free content (including graphics) in any way without our express written permission.

8. UNAUTHORISED USE

You must only use this Website for legitimate personal purposes. In particular, you must not:

- a. interrupt, or attempt to interrupt, the operation of this Website in any way;
- b. alter or attempt to alter any free content;
- c. attempt to gain access to any password protected user account on the Website which is not intended for use by you;
- d. gain access, or attempt to gain access, to any private data, personal information or software code stored on the servers used by this Website; or
- e. attempt to damage our commercial interests in any way.

9. SECURITY AND ENFORCEMENT MEASURES

We reserve the right to:

- a. limit or deny your access to this Website or your ability to make comments if, in our opinion, you breach these Terms; and
- b. collect and store your IP address for the purpose of enforcing these Terms.

Any unauthorised interruption or alteration is likely to result in criminal prosecution and/or civil action.

10. LINKS FROM THIS WEBSITE

Our Website contains links to other Websites over which we have no control. We make no representations about the accuracy of information contained on those Websites. We are not liable for the content on those Websites, and if you choose to access those Websites, you do so at your own risk.

11. GOVERNING LAW

These Terms are governed by the laws of the State of South Australia, Australia and you submit to the jurisdiction of the courts and tribunals in that State.

12. DEFINITIONS

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

"Blog post" means a post by us that appears on this Website;

"Free content" means all text, graphics, images, Australian Dental Foundation, sound and other data displayed on, or made available from, the Website without charge. It includes, without limitation, any Blog Post;

"Australian Dental Foundation" means us;

"Terms" and " Terms of Use" means the terms of use of this Website as set out in this document and the documents incorporated by reference; and

"Website" means the Website located at the domain "hellovide.com.au" and on all sub-domains, folders and sub-folders on those domains.

13. INTERPRETATION

In this document, unless the context clearly requires otherwise:

- a. The terms "we", "us" and "our" are references to Australian Dental Foundation.
- b. Words defined in the singular have the corresponding meaning in the plural.
- c. Reference to a "person" includes a reference to a corporation, association or other entity.

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