

# Health Complaints Assist End User Terms and Conditions of Use

Polaris Lawyers (“Polaris”) has developed Health Complaints Assist (“HCA”) using technology created by Josef Legal Pty Ltd (“Josef”) to assist people to make a complaint about a health services provider.

By accessing or using HCA, you agree to these Terms and Conditions, which include our Privacy Policy. You should review our Privacy Policy and these Terms and Conditions carefully.

## **HCA does not provide legal advice**

The information provided to you through HCA is not legal advice and should not be relied on as a substitute for legal advice. By using this service, you accept that the information provided to you through HCA is not legal advice.

## **Responsibility for the outcome**

By using HCA, you accept that Polaris and Josef are not responsible for the outcome of any complaint that you may make to a health services provider.

## **Collection notice**

In order to provide services to you, Polaris and Josef may collect your personal information.

By providing your personal information to Polaris and Josef, you consent to the collection, use, storage and disclosure of that information in accordance with our Privacy Policy and these Terms. Our Privacy Policy explains how we store and use your information, how you can make a complaint and how we will handle your complaint.

Polaris and Josef will not disclose your personal information other than in accordance with laws to which you, Polaris or Josef may be subject.

## **Accuracy of information**

Polaris and Josef do not accept any responsibility for the accuracy of the information that you access in the course of using HCA.

While Polaris uses all reasonable efforts to ensure that the information on HCA is accurate and complete, Polaris and Josef make no warranty regarding that information.

From time to time, Polaris and Josef may make changes or additions to HCA (including these Terms) and the services. However, Polaris and Josef do not undertake to keep the website updated and are not liable to you if there are errors in the information on HCA or if the information is not up-to-date.

## **What you must not do**

You must not do certain things in the course of accessing HCA. These things include anything unlawful or prohibited by any law applicable to you or HCA. Specifically, you must not:

- use this website to defame us or anyone else;
- upload files that damage our property or business or the property or business of anyone else;
- transmit to this website any material that you do not have the right to transmit;
- falsely represent your identity or your association with any person or organisation;
- circumvent or modify or attempt to circumvent or modify, adapt, translate, sell, reverse engineer, decompile or disassemble any technology or software that is part of HCA;
- without authorisation from us, copy, reproduce or redistribute any of the information on HCA;
- use any of the content or information on HCA to further any commercial purpose.

## **Our liability**

To the maximum extent permitted by law, Polaris and Josef are not liable for any loss, damage or expense that you suffer as a result of your use of HCA or the information on it, or as a result of the inaccessibility of HCA or the fact that certain information on it is incorrect, incomplete or not up-to-date.

Polaris and Josef are not liable to you or anyone else if your computer, mobile, other hardware or software is damaged in connection with the use of HCA or a linked website. You should take all necessary precautions to ensure that our use of HCA does not interfere with or damage the operation of your computer, mobile, other hardware or software.