## **Terms of Use & Privacy Policy**

Welcome to Dr Perera's Surgery your use of the Website is subject to the Terms of Use ("Terms") set out in this document. Dr Perera's Surgery reserves the right to change any of these Terms effective immediately upon posting to the Website. If the Terms change, a notice will be emailed advising you of this. It is your responsibility to check the changes when such a notice is emailed.

By visiting and using the Website, You agree to accept these Terms. Please take the time to read them carefully. If you do not agree to be bound by these Terms, please do not use the Website. Please also review our Privacy Policy, Disclaimer which also govern your visit to and use of the Website.

#### 1. Permitted Use

All Content and software contained on this Website is the property of Dr Perera's Surgery and is protected by Australian and international copyright laws. You are only authorised to view and retain a copy of pages of this Website for Your own personal use while visiting the Website. You may not duplicate, publish, modify or otherwise distribute the Content or software contained on this Website, without Dr Perera's Surgery written permission.

#### 2. Your Contributions to the Website

Dr Perera's Surgery encourages and welcomes Your participation in and contribution to the Website, subject to these Terms. You may contribute to the Website by emailing the site coordinator.

Dr Perera's Surgery is not liable for, and accepts no responsibility for, the loss or destruction of any of the content of Your Contribution emailed for inclusion to the Website. It is your responsibility to keep back-up copies of anything that You add to the Website. By emailing your Contribution to the Website, you grant Dr Perera's Surgery a non-exclusive, royalty free, perpetual, irrevocable licence to use, reproduce, modify, adapt, publish, translate, distribute or display any or all of Your Contribution throughout the world in any media.

### 3. Links, Search Results and Other Websites

The Website also contains links to other websites for Your convenience. Dr Perera's Surgery has no control over these websites, or the content within them. Dr Perera's Surgery does not warrant or represent that the content contained in any third party website is accurate, legal or inoffensive in accordance with this Policy. Dr Perera's Surgerydoes not endorse the content of any third party website and does not represent or warrant that any such websites will not contain viruses or otherwise impact Your computer.

By using this Website to search for or link to another third party website, You agree thatDr Perera's Surgery is not liable for, and accepts no responsibility for any damages or losses arising due to Your link to and use of any third party website.

If You have a problem with a link from the Website, please contact us by our Contact Us Form and we will investigate and take appropriate action as required.

#### 4. Prohibited Material

If You find anything posted on the Website that You think is Prohibited Material, please contact us by our Contact Us Form so that we may investigate and take appropriate action.

### 5. Breach of the Terms

By using the Website You have agreed to be bound by the Terms as set out in this document.Dr Perera's Surgery reserves the right, in its sole discretion, to terminate or cancel Your access to and use of the Website if You are found to be in breach of any of these Terms. In addition, Dr Perera's Surgery may remove any of the content of Your Contribution or that of third parties associated with You which is unauthorised or otherwise in breach of these Terms.

#### 6. Indemnity

By using the Website, You agree to indemnify, and hereby indemnify, Dr Perera's Surgery against all claims, including any reasonable legal fees, made by any third party due to or arising out of the content of Your Contribution to the Website, Your visit to and use of the Website generally or Your use of the Website to link to other third party websites.

## 7. Disputes

Dr Perera's Surgery shall use its best endeavours to quickly and effectively resolve any dispute arising as a result of Your use of the Website, Your Contribution or in connection with these Terms. In the event of a failure to resolve such dispute, the dispute shall be governed by and dealt with under the laws of Australia and You and Dr Perera's Surgery submit to the non-exclusive jurisdiction of the courts and tribunals of Australia.

# 8. Definitions and Interpretation

In these Terms unless the context requires otherwise:

"Content" includes text, graphics, images, illustrations, logos, icons, audio clips, data, and digital downloads which is not Your Contributions or personal information posted on the Website.

"You" means any person visiting, using or shopping at the Website.

#### 9. Contacting Us

If You have any queries about these Terms, or anything else at the Website, please contact Dr Perera's Surgery and we will be only too happy to answer Your query.

# **Privacy Policy**

Your Privacy is Very Important to Us Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

Before or at the time of collecting personal information, we will identify the purposes for which information is being collected. We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law. We will only retain personal information as long as necessary for the fulfillment of those purposes. We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

"We use technologies, such as cookies, to customise content and advertising, to provide social media features and to analyse traffic to the site. We also share information about your use of our site with our trusted social media, advertising and analytics partners.

Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date. We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

We are committed to conducting this website in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.