

Service Terms

Background details

1. Background

Thank you for visiting Well Communications.

Well Communications works with doctors, surgeons, hospitals, health providers and not for profits in the medical industry to provide marketing support through our various Services.

This document sets out our rules for using our Site, our Content, and buying Services from us (**Terms**).

- **Well Communications**, we, & our means Well Healthcare Communications ABN 12 054 091 506.
- **Client, you**, or **your** means the person who visits our Site and / or buys Services from us.

Definitions

Capitalised words are defined in these Terms or the [Dictionary](#) table at the end of these Terms.



2. Our agreement with you

This agreement is between **Well Communications** and you, our **Client**. Our agreement with you is set out in:

- our written **Engagement Letter** which outlines the Services we agree to supply you,
- these **Terms**, and
- our [Privacy Policy](#) and other policies we advise you of from time to time.

Together, these make up our agreement with you about how we will work together (**Agreement**).

If there is conflict between the various parts of this Agreement, the document listed higher in the above list takes priority to the extent of any inconsistency.

3. When do these Terms apply?

Please read these Terms

These Terms apply when you access our Site, make use of our Content, or buy our Services.

- When you interact with us, you **agree** to these Terms and they apply to our relationship with you.
- If you *do not* agree to these Terms or other relevant terms in our Agreement with you, such as Engagement Letter conditions or Privacy Policy, then you **cannot** use our Site or our Content or buy our Services.

4. Engagement Letter

What's included with Well Communications Services?

We provide you the Services outlined in an Engagement Letter.

Our agreed Engagement Letter with you sets out:

- The type of Services
- The length of the engagement (for example, whether Services are for a short campaign period or an ongoing monthly subscription)
- Costs for the Services
- Other key conditions and details for the Services

5. Paying for Services

You must pay for Services in the amount and frequency set out in your Engagement Letter.

We'll send you an invoice which you must pay by the due date stated on the invoice.

6. Refunds or cancellations

Can you cancel or reschedule meeting?

We know sometimes things happen which mean you might need to reschedule a meeting. If so, please let us know as soon as you can. This allows us reduce wasted time and reschedule.

- **Change notice:** Please give us at least 24 hours' notice via email or phone to reschedule your meeting.
- **No show or late cancellation:** If we agree a time to meet and you don't show up or you cancel late, we reserve the right to charge you the full Cost the scheduled meeting.
- If you arrive late, meetings may still end at the scheduled time and you are charged for the full meeting.

Refunds

We always aim for happy Clients, so if you have any concerns, please let us know so we can help.

- If a refund is required by law, we'll provide that refund.
- In other situations, we may choose to refund Service Costs at our discretion.
- See also *Ending a Campaign early*.

Using our Content

7. About our Content

As part of the Services we supply or when you access a Site, we may include our Content.

We don't guarantee a specific type of Content will be available for a particular length of time. Some of our Content is only available on a limited or single-use basis.

8. Ownership of Intellectual Property (IP)

Nothing in this agreement transfers existing Intellectual Property

- Nothing in this agreement transfers pre-existing intellectual property from one party to another.

Limited license to use your Intellectual Property for the purposes of this agreement

- In order to provide you the Services, you agree to grant us a license to use your Intellectual Property, such as trade marks, images, and other assets, to deliver the Engagement Letter.

Transfer of IP in Created Content

Where agreed in our Engagement Letter with you, we may create content for you such as social media graphics, advertising copy, and other collateral (**Created Content**).

- In some instances, our Created Content is subject to terms of use within the platform used to create it.

- For example, where we create content on your behalf within your Canva account, the Canva terms of use will also apply to that Created Content.

We own IP rights in our Content or have permission to use or display the content.

- We grant you a **limited license** to make use of our Intellectual Property in our Content to the extent needed for you to access the Site or make use of a Service you buy from us.
- The limited license we grant you is single-use, revocable, non-exclusive, non-transferable, for your own personal use, and may only be used for the purposes set out in our agreement with you.

9. Your obligations when using our Content

Unless we give you permission in writing or in Engagement Letter, you must not:

- modify, copy, reverse engineer, or create derivative, imitative works of our Content;
- assign or transfer your account or access to Services or Content to anyone else;
- sell, publish, claim ownership, or sub-licence our Content; or
- cause or allow anyone else to do anything similar to the above actions.

If you do any of the above, you are in material breach of these Terms and our agreement with you.

- In addition to being annoyed with you, we may take action to protect our rights without further notice to you.
- If you have questions or wish to ask permission to use our Content, please contact us.

Results and expectations

10. Results from our Services or using our Content

Individual results may vary

- We cannot guarantee particular outcomes or results for each person buying Services or accessing our Site.
- Results from using our Services depend on a variety of factors such as your customer service, your level of expertise, your general business strategy, external market forces such as current economic conditions for your ideal patients, regulations, social media algorithm decisions, and more (**Success Factors**).
- Each person who accesses our Services may experience different results due to their own Success Factors at that point in time.
- Testimonials, reviews, and endorsements from our other Clients are examples of previous outcomes only.
- You need to decide the appropriateness of our advice in light of your individual goals and circumstances, and those of your business as a whole.

11. We use reasonable care and skill but cannot guarantee 100% fault free

We use **reasonable care** and **skill** to deliver Services and the Site to you, however you agree that:

- We cannot and do not promise our Services or a Site will be continuously available or fault free;
- If things outside our reasonable control impact on our ability to supply the Service, you agree we are not responsible for impacts on you as a result; and
- Services, Site, and our Content are provided on an 'as is' basis, and you're responsible for your use of them.

12. Paying for losses and limiting liability

Paying us if you cause us loss

To the extent allowed by law, we are not responsible for and you must pay us for any costs we incur that are caused or contributed to by:

- inaccurate, misleading, or incomplete info you give us;
- your breach of any applicable laws or regulations;
- your failure to comply with these Terms; or
- your use or misuse of a Service, Site, or our Content.

Limiting our liability to you

Nothing in these Terms restricts consumer laws that may apply to your purchase of Services, or the use of our Site. If we breach a law that is non-excludable, we are liable for that breach.

- To the extent allowed by law, we **exclude** all liability for claims by you or a third party for all forms of loss or damage, including loss or inaccuracy of data or loss of business profits or revenue.
- Unless we cause loss with our negligence or wilful misconduct, we are not responsible for any loss caused by your use of our Site or a Service (or any inability to use a Service or Site).
- Where we cannot exclude our liability, our total liability to you is limited to us re-supplying the relevant Service to you or, if applicable, paying to you the cost of re-supplying the relevant Services to you.

Access and information

13. Accessing our Site

We take care but can't guarantee Site security

We take reasonable care to securely maintain our Site and protect your personal information.

- We can't guarantee the security of our Site, our records, or your personal information.
- Our Site may be inaccessible from time to time when we perform updates or our suppliers carry out maintenance.

14. Information handling

Information you give us

We handle information you give us in line with our [Privacy Policy](#), available at our Site.

By accessing our Site, you consent to our collection and use of your information in line with our Privacy Policy, including for marketing purposes.

Sensitive Information is your responsibility to protect

Sensitive Information (as defined in the Privacy Act 1998) such as medical records or health history of your patients is your responsibility. You must not send to us or allow us access to Sensitive Information.

- Well Communications is not responsible for your failure to protect Sensitive Information.

Feedback and content you give to us

If you give us feedback in any format, you give us permission to use that content anonymously on our Site.

- We will not attribute feedback to you by name on our Site without getting your permission first.
- If you give us permission to attribute feedback to you by name and you later change your mind, let us know and we can remove that attribution.

15. Key confidentiality obligations

Both you and we acknowledge and agree Confidential Information is commercially sensitive and valuable and unauthorised disclosure or use of the other's Confidential Information could give rise to considerable damage.

- Both you and we must keep each other's Confidential Information confidential and must not disclose it or make it available directly or indirectly to any third party in any form without written consent and must protect Confidential Information from unauthorised access or use.
- Confidential Information can only be used for the purposes set out in these Terms (*i.e. the purpose of buying, supplying, or marketing our Services*). Neither of us can use the other's Confidential Information for a purpose not allowed under the Terms without express written consent from the other.

Resolving issues

16. Resolving disputes

If a dispute arises under these Terms, we both agree to act reasonably to resolve issues.

Consumer rights if something isn't right

If you are a consumer, you have specific rights when you buy our Services (see acc.gov.au), and these Terms do not replace legal rights you have under law.

Let us know if you have an issue

If you have an issue with our Services or Site, you'll need to work with us so we can help resolve that issue.

Contact us via info@wellcommunications.com.au and include the following information so we can help resolve your issue:

- Your name and email address;
- Details of the issue (e.g. about the issue, when it started, what you tried to resolve it so far, etc);
- How we can help you resolve the issue; and
- Relevant information (such as screenshots of the issue or copies of relevant documents).

We confirm we received your complaint within 5 business days and work to investigate and resolve your complaint within 14 days. If we can't resolve your issue after this, we will be in touch to set out some proposed next steps.

17. Termination and suspension

When can we suspend or end this Agreement?

Either of us can end this Agreement on 14 days written notice to the other. See [Ending an Engagement early](#)

We might suspend or end this Agreement

We try to discuss and resolve issues with you first, but may suspend or terminate a Service **at once** if:

- You do not pay us undisputed Costs; **or**
- You are in breach of the Terms and either you cannot fix that breach, or you do not fix the breach after we give you a reasonable time to fix the breach; **or**
- You fail to give us instructions or complete your obligations within a reasonable time; **or**
- We reasonably consider mutual trust and confidence no longer exist in our relationship with you, or your behaviour is likely to damage our reputation.

Ending an Engagement early

If you end this Agreement before completing the Campaign period in your Engagement Letter, we may charge you a reasonable cancellation fee and recoup other costs for Services we have supplied.

- We set aside time to work with you for a Campaign and expect that Campaign to complete as agreed.
- If you end the Agreement early, we may have lost the opportunity to pick up other work or we may have incurred costs (such as research and onboarding) which we'd normally recover over the Campaign period.
- You're generally *not* be entitled to a full refund, depending on the scope and Services selected, your participation in meetings, and access to Well Communications Content, and other factors.

18. Actions after termination or suspension

If we end or suspend this Agreement because of your behaviour or breach of the Terms:

- You must pay for Services received up until the Agreement ends.
- You are generally not entitled to a refund for the Costs. We may decide to refund a portion of Costs already paid, less reasonable costs we incurred for Services delivered and / or administrative costs; and
- You are no longer allowed to use our Content, unless included in the Engagement Letter.

General details

19. Changes

Changing these Terms

We may change our Terms from time to time. When we do change these Terms, we will give you reasonable notice and the changes take effect from the day we put the updated Terms on our Site.

Transferring this agreement

We may assign, subcontract, or transfer some or all our rights or obligations under our agreement with you. You cannot assign, subcontract, or transfer your rights or obligations under this agreement without our written consent.

20. Survival

The rights and obligations under the following sections of these Terms remain in force after these Terms expire or end: 15 Key confidentiality obligations, 8 Ownership of Intellectual Property, 9 Your obligations when using our Content Content, 11 Disclaimers, 12 Paying for losses and limiting liability, 18 Actions after termination or suspension, 20 Survival.

21. Other general details

Invalid parts severed: If a court of law decides one or more parts of this Agreement or these Terms are invalid or unenforceable, only those parts are severed from the Agreement and other parts remain in full force and effect.

No waiver: Delay or failure to exercise rights or a partial exercise of rights is not a waiver of those rights.

Force Majeure: Neither party is liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

Whole agreement: The Agreement outlines the whole agreement between you and Well Communications in relation to the Services or access to Site.

Governing law: This Agreement is governed by the laws in force in the state of Victoria, Australia, and the parties agree to submit to that jurisdiction.

22. Dictionary of words used in these Terms

Capitalised words have the following meanings:

- **Engagement Letter** means the document that sets out the type of Services you buy from us, such as the type of Services we'll provide, the length of the engagement, the included Content, as well as the relevant Costs.
- **Confidential Information** includes all material, Intellectual Property, non-public, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation relating to a party's business but excludes information that, without the breach of this agreement is already known to the receiving party, or is or becomes publicly known.
- **Content** means all material we create, develop, or use to supply you a Service, which might include one or more of the following: access to videos, audio, digital products, workshops, feedback, verbal or written information, programs, content on our Site, and / or webinars.
- **Costs** means the charges you pay to us for the Services we provide, as set out on our Site, in an Engagement Letter, or as otherwise agreed with you.
- **Intellectual Property (IP)** means any and all of the following in any jurisdiction throughout the world: trademarks and service marks, including all applications and registrations, and goodwill connected with the use of them, patents, copyrights, Site, and internet domain names, including all related applications and registrations, trade secrets and confidential know-how, other intellectual property and related proprietary rights, interests, and protections. Our Content forms part of our Intellectual Property.
- **Services** means the various products and services offered by Well Communications from time to time, including marketing strategy, press releases and media management, content creation, marketing collateral, copy writing, advertising, email marketing campaigns, project management, website creation, photography social media optimisation, search engine optimisation, consulting, webinars, workshops, courses, and other related products and services.
- **Site** means our website, wellcommunications.com.au, online platforms such as LinkedIn, Instagram, and includes our mobile apps & presence on third-party applications as well as social media platforms.

If you have any questions about these Terms or our other policies, please contact us, we are happy to help!

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