



Clinically

Website Terms of Service

Policy

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Approved By: Wojt Janowski (22 Mar 2026)

Owner: Wojt Janowski

1. About These Terms

1.1 Introduction

These Terms of Service ("**Terms**") govern your access to and use of the website located at **clinically.com.au** ("**Website**"), which is operated by CCMx Pty Limited trading as Clinically ("**Clinically**", "**we**", "**us**", or "**our**").

Clinically is an Australian healthcare organisation with its principal place of business in New South Wales, Australia.

1.2 Scope

These Terms apply **solely to the use of this marketing and informational Website**. They do **not** govern the use of any Clinically software application, platform, portal, or service (collectively, the "**Clinically Platform**"). Access to and use of the Clinically Platform is subject to separate terms and conditions, which are provided to users upon registration or subscription.

1.3 Acceptance

By accessing or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and our [Privacy Policy](#). If you do not agree to these Terms, you must cease using the Website immediately.

1.4 Amendments

We reserve the right to amend these Terms at any time. Any changes will be effective immediately upon posting the updated Terms on this Website, with the "Effective Date" updated accordingly. Your continued use of the Website following any amendments constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

2. Use of the Website

2.1 Permitted Use

This Website is provided for general informational and marketing purposes only. You may access and use the Website for lawful purposes in accordance with these Terms. Permitted uses include:

- Browsing information about Clinically, our services, and our products;



- Reading published content, articles, blog posts, and resources;
- Submitting enquiries or contact requests through provided forms; and
- Downloading publicly available resources where offered.

2.2 Prohibited Conduct

You must not:

- Use the Website in any way that breaches any applicable local, state, territory, or Commonwealth law or regulation, including but not limited to the *Competition and Consumer Act 2010* (Cth) and the *Spam Act 2003* (Cth);
- Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website;
- Attempt to gain unauthorised access to any part of the Website, its servers, or any systems or networks connected to the Website;
- Use any automated means, including robots, spiders, scrapers, or similar technologies, to access, monitor, copy, or harvest content from the Website without our prior written consent;
- Introduce any viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful;
- Reproduce, duplicate, copy, sell, resell, or otherwise exploit any portion of the Website for any commercial purpose without our express written permission;
- Impersonate or attempt to impersonate Clinically, a Clinically employee, another user, or any other person or entity;
- Collect or harvest any personally identifiable information from the Website; or
- Use the Website to transmit or procure the sending of any unsolicited or unauthorised advertising, promotional materials, or spam.

2.3 Access and Availability

We do not guarantee that the Website will be available at all times or that access will be uninterrupted, timely, secure, or error-free. We may suspend, withdraw, discontinue, or change all or any part of the Website without notice. We will not be liable to you if, for any reason, the Website is unavailable at any time or for any period.

3. Information on the Website

3.1 General Information Only

The content on this Website is provided for **general informational and marketing purposes only**. It is not intended to constitute:

- **Medical or health advice** — Nothing on this Website should be interpreted as clinical advice, diagnosis, treatment recommendation, or a substitute for professional medical consultation. Always seek the advice of a qualified healthcare provider with any questions you may have regarding a medical condition.
- **Professional advice** — The information does not constitute legal, financial, technical, or other professional advice.
- **An offer or solicitation** — Unless expressly stated otherwise, nothing on this Website constitutes an offer, invitation, or recommendation to purchase or subscribe to any product or service.

3.2 Accuracy of Information

While we endeavour to ensure that the information on this Website is accurate and up to date, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of the Website or the information, products, services, or related graphics contained on the Website for any purpose.

Product descriptions, features, pricing, and availability information displayed on the Website are subject to change without notice and may not reflect the most current version of the Clinically Platform.

3.3 Third-Party Content and Links

This Website may contain links to third-party websites, resources, or content that are not owned or controlled by Clinically. We provide these links for your convenience only and do not endorse, approve, or assume any responsibility for the content, privacy policies, or practices of any third-party websites.

You acknowledge and agree that Clinically is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, or services available on or through any third-party websites or resources.

4. Intellectual Property

4.1 Ownership

All content on this Website, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, data compilations, page layout, underlying code, and software, is the property of Clinically or its content suppliers and is protected by Australian and international copyright, trade mark, and other intellectual property laws.

The Clinically name, logo, and all related names, logos, product and service names, designs, and slogans are trade marks of Clinically or its affiliates or licensors. You must not use such marks without our prior written permission.

4.2 Limited Licence

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Website for your personal, non-commercial informational purposes. This licence does not include:

- Any resale or commercial use of the Website or its contents;
- Any collection or use of any product listings, descriptions, or prices;
- Any derivative use of the Website or its contents;
- Any downloading or copying of information for the benefit of a third party; or
- Any use of data mining, robots, or similar data gathering and extraction tools.

This licence is automatically revoked if you breach any of these Terms.

4.3 User Submissions

If you submit any information, feedback, suggestions, ideas, or other communications to us through the Website (for example, via a contact form or enquiry), you grant Clinically a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all rights to any content you submit and that such content does not violate any third party's rights.

5. Privacy and Data Collection

5.1 Privacy Policy

Your use of this Website is also governed by our [Privacy Policy](#), which is incorporated into these Terms by reference. Our Privacy Policy explains how we collect, use, disclose, and protect your personal information in accordance with the *Privacy Act 1988* (Cth) and the 13 Australian Privacy Principles ("**APPs**").

5.2 Information Collected via the Website

Through this marketing Website, we may collect limited personal information, including:

- **Contact form submissions** — such as your name, email address, phone number, organisation name, and the content of your enquiry;
- **Newsletter subscriptions** — such as your name and email address;
- **Analytics and usage data** — such as your IP address, browser type, operating system, referring URLs, pages visited, and time spent on the Website, collected through cookies and similar technologies; and
- **Any other information you voluntarily provide** to us through the Website.

5.3 Cookies and Tracking Technologies

This Website uses cookies and similar tracking technologies to enhance your browsing experience, analyse Website traffic, and understand where our visitors are coming from. By using the Website, you consent to the use of cookies in accordance with our [Privacy Policy](#).

You can set your browser to refuse all or some browser cookies or to alert you when cookies are being sent. If you disable or refuse cookies, some parts of the Website may become inaccessible or not function properly.

5.4 No Health Information

This marketing Website is **not designed to collect health information** as defined under the *Privacy Act 1988* (Cth) or the *Health Records and Information Privacy Act 2002* (NSW) ("**HRIP Act**"). You should not submit any health information, medical records, or sensitive information through the Website's contact forms or other submission mechanisms. If you inadvertently provide health information, we will handle it in accordance with the APPs and the HRIP Act and will take reasonable steps to destroy or de-identify it where it is no longer required.

6. Disclaimers and Limitation of Liability

6.1 Disclaimer of Warranties

To the maximum extent permitted by law, the Website is provided on an "**as is**" and "**as available**" basis. Clinically expressly disclaims all warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

We do not warrant that:

- The Website will meet your requirements;
- The Website will be uninterrupted, timely, secure, or error-free;
- The results obtained from the use of the Website will be accurate or reliable;
- The quality of any information obtained through the Website will meet your expectations;
or
- Any errors in the Website will be corrected.

6.2 Australian Consumer Law

Nothing in these Terms is intended to exclude, restrict, or modify any consumer guarantee, right, or remedy conferred by the *Competition and Consumer Act 2010* (Cth), Schedule 2 – *Australian Consumer Law ("ACL")*, or any other applicable law that cannot be excluded, restricted, or modified by agreement.

If the ACL applies to you as a consumer, and Clinically cannot exclude a guarantee that applies under the ACL, then to the extent permitted by law, Clinically limits its liability for a breach of such guarantee to:

- In the case of goods: the replacement of the goods or the supply of equivalent goods, the repair of the goods, or the payment of the cost of replacing the goods or acquiring equivalent goods; and
- In the case of services: the supplying of the services again, or the payment of the cost of having the services supplied again.

6.3 Limitation of Liability

Subject to clause 6.2, to the maximum extent permitted by law:

- Clinically, its directors, employees, partners, agents, suppliers, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:
 - Your access to, use of, or inability to access or use the Website;
 - Any conduct or content of any third party on or linked from the Website;
 - Any content obtained from the Website; or
 - Unauthorised access, use, or alteration of your transmissions or content;
- In no event shall Clinically's total aggregate liability to you for all claims arising out of or relating to the use of or inability to use the Website exceed **AUD \$100.00**.

6.4 Indemnification

You agree to defend, indemnify, and hold harmless Clinically, its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to legal fees) arising from:

- Your use of and access to the Website;
- Your violation of any term of these Terms;
- Your violation of any third-party right, including without limitation any intellectual property, privacy, or proprietary right; or
- Any claim that your use of the Website caused damage to a third party.

7. Security

7.1 Website Security

We take reasonable steps to protect the Website and any information transmitted through it, consistent with guidance from the *Office of the Australian Information Commissioner* ("**OAIC**") and the *Australian Signals Directorate* ("**ASD**"). However, no method of transmission over the internet or method of electronic storage is completely secure, and we cannot guarantee the absolute security of any information transmitted to or from the Website.

7.2 Your Responsibilities

You are responsible for ensuring that your own systems, devices, and software are appropriately secured when accessing the Website. We are not responsible for any damage to your computer equipment, software, data, or other property resulting from your access to or use of the Website.

8. Termination

We may, in our sole discretion, at any time and without prior notice or liability, restrict, suspend, or terminate your access to all or any part of the Website for any reason, including without limitation, a breach of these Terms.

All provisions of these Terms which by their nature should survive termination shall survive, including without limitation, intellectual property provisions, warranty disclaimers, indemnification, and limitations of liability.

9. Governing Law and Dispute Resolution

9.1 Governing Law

These Terms are governed by and construed in accordance with the laws of **New South Wales, Australia**. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and any courts of appeal therefrom for the resolution of any dispute arising out of or in connection with these Terms or your use of the Website.

9.2 Dispute Resolution

Before commencing any court proceedings, the parties agree to attempt to resolve any dispute arising out of or in connection with these Terms through the following process:

1. **Notification** — The party raising the dispute must provide written notice to the other party, setting out the nature of the dispute and the outcome sought.
2. **Negotiation** — The parties must use their best endeavours to resolve the dispute through good faith negotiation within 20 business days of receipt of the dispute notice.
3. **Mediation** — If the dispute is not resolved through negotiation, the parties agree to submit the dispute to mediation administered by the Australian Disputes Centre (ADC) in Sydney, NSW, before commencing any court proceedings.

Nothing in this clause prevents a party from seeking urgent interlocutory relief from a court of competent jurisdiction.

10. General Provisions

10.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Clinically regarding the use of this Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

10.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions shall continue in full force and effect.

10.3 Waiver

No waiver by Clinically of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Clinically to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

10.4 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Clinically's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void. Clinically may freely assign or transfer these Terms without restriction.

10.5 Force Majeure

Clinically shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from any cause beyond Clinically's reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labour, or materials.

10.6 Relationship of the Parties

Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and Clinically.

11. Contact Us

If you have any questions about these Terms, please contact us:

Entity	CCMx Pty Limited
ABN	24 693 129 056
Address	Suite 2 710 Hunter Street Newcastle West NSW 2302
Email	hello@clinically.com.au
Phone	+61 2 4092 7710



For privacy-related enquiries or complaints, please refer to our [Privacy Policy](#) or contact our Privacy Officer at **[privacy@clinically.com.au]**.

Change History

Version	Date	Author	Change Summary
1	22 Mar 2026	Wojt Janowski	# Summary of Changes This is a **new document** – no previous version exists for comparison. The current version establishes the following: ## Document Overview - **Document Type:** Terms of Service for the Clinically marketing website (clinically.com.au) - **Scope:** Applies solely to the informational/marketing website; explicitly **excludes** the Clinically Platform (software, portals, applications), which is governed by separate terms ## Key Provisions Introduced - **Permitted and prohibited use** of the website, including prohibitions on scraping, unauthorised access, malware introduction, and spam (referencing the <i>*Competition and Consumer Act 2010* (Cth)</i> and <i>*Spam Act 2003* (Cth)</i>) - **General information disclaimer** – content is not medical, health, legal, financial, or professional advice and does not constitute an offer or solicitation - **Intellectual property** protections, including a limited non-commercial licence for users and a broad assignment of rights for user submissions (e.g. contact form feedback) - **Privacy and data collection** provisions aligned with the <i>*Privacy Act 1988* (Cth)</i> and the 13 Australian Privacy Principles (APPs), with reference to cookies/tracking technologies - **Explicit statement that the website is not designed to collect health information** as defined under the <i>*Privacy Act 1988* (Cth)</i> or the <i>*Health Records and Information Privacy Act 2002* (NSW)</i>, with a commitment to handle any inadvertently submitted health information in accordance with the



Version	Date	Author	Change Summary
			APPs and HRIP Act - **Security commitments** referencing OAIC and Australian Signals Directorate (ASD) guidance, with an acknowledgement that absolute security cannot be guaranteed - **Disclaimer of warranties** on an "as is" / "as available" basis, with aggregate liability capped at **AUD \$100.00**, subject to Australian Consumer Law (ACL) consumer guarantee carve-outs - **Indemnification** obligations on the user - **Dispute resolution** process: written notification → good faith negotiation (20 business days) → mediation via the Australian Disputes Centre (Sydney, NSW) → court proceedings - **Governing law:** New South Wales, Australia, with exclusive jurisdiction of NSW courts - **Standard general provisions:** entire agreement, severability, waiver, assignment restrictions, force majeure, and relationship of the parties - **Contact details** using template variables (e.g. `{{org.legal_name}}`, `{{org.abn}}`) with a dedicated privacy contact at privacy@clinically.com.au