



## **ORANGE HEALTH TERMS OF SERVICE**

**1 July 2021**

The Orange Health Pty Ltd (Orange Health) ABN Terms of Service set out contact, communication and correspondence terms with Orange Health and terms of access and usage of Orange Health services.

### **Introduction**

Orange Health is a disability service provider supporting Orange Health Clients or Client Representatives to employ and manage the people that support them.

The Orange Health Terms of Service are intended to be a supplement to the Client Service Agreement unless otherwise stated in the document paragraphs below. They should be read in conjunction with all relevant Orange Health Policies & Procedures, including the Orange Health Code of Conduct and the Orange Health Privacy & Collections Policy. The Orange Health Terms of Service apply every time you access or use Orange Health services or contact, communicate or correspond with Orange Health.

When contacting, communicating or corresponding with Orange Health or when accessing or using our services you are acknowledging that you will be bound by, agree to and will be compliant with the terms set out in this Terms of Service. If you do not agree to be bound by these Terms of Service, then you are not able to use or access our services.

Orange Health retains the absolute right at any time to amend, update or remove all or any part of the Orange Health Terms of Service. As soon as is practical after a change to the Orange Health Terms of Service, Orange Health will upload the updated Terms of Service to the Orange Health website.

Contacting, communicating or corresponding with Orange Health except for informing Orange Health you disagree with the changes to the Terms of Service, or accessing or using Orange Health services following a change to the Orange Health Terms of Service will be taken as your acceptance of the changes. If we make any significant amendments, updates or changes to the Orange Health Terms of Service, we will put a notification on the Orange Health website Home page.

The Orange Health Privacy & Collections Policy sets out how Orange Health will use and protect your personal information including setting out the types of information held, how we collect it and use it and for how long and why we need it. A summary of our Orange Health Privacy & Collections Policy sets out the key terms of the Orange Health Privacy & Collections Policy in the Orange Health Privacy & Collections Statement available on the Orange Health website.

The Orange Health Terms of Service will come into effect on 1<sup>st</sup> July 2021 and are governed by the laws of Victoria, Australia. By accepting the Orange Health Terms of Service you agree to be bound by the exclusive jurisdiction of the courts of Victoria, Australia and any courts of appeal from them. If any provision of these Terms of Service is, or becomes, unenforceable, that will not affect the enforceability of the other provisions of these Terms of Service.



## **Website usage, geographical reach and intellectual property**

All users access and use the Orange Health website and any Orange Health Social Media pages at their own risk including selecting connections or links to third-party websites, third party advertisements or third-party information that are not owned or controlled by Orange Health.

By accessing and using the Orange Health website or Orange Health Social Media account pages you are accepting that Orange Health Terms of Service and acknowledge that the Orange Health website and Orange Health Social Media uses cookies and collects data and device information from users of any Orange Health website page or Social Media account page which may include, but not be limited to, demographic information, geographical location and IP addresses.

The content of the Orange Health website has been prepared for residents of Australia and any references to location or currency are specific to Australia unless otherwise stated. You should check your entitlements to access the Orange Health website or Orange Health Social Media pages if you are accessing the Orange Health website or Orange Health Social Media pages from outside of Australia. Orange Health does not accept any liability for any persons accessing the Orange Health website or Social Media pages from outside of Australia.

Orange Health owns all Intellectual Property Rights in connection with the Orange Health service model and any associated public or private material or content printed or electronically provided or published including but not limited to the public and private webpages of the Orange Health website and any content on Orange Health social media pages including but not limited to Facebook, Twitter, LinkedIn and Instagram.

## **Orange Health services suitability, eligibility, registration, access and usage**

To register, access and use Orange Health services you must be willing, able and authorised to enter into a legally binding contract with Orange Health. A legally authorised Client Representative may enter into a contract on a Client's behalf if the Client Representative is 18 years of age or older and is willing, able and authorised to enter into a legally binding contract with Orange Health.

By registering, accessing and using Orange Health services, Clients or Client Representatives are formally declaring that they are at least 18 years of age and have the legal capacity and authority to enter into a contract with Orange Health. If you sign an Orange Health Client Service Agreement and are found not to be 18 years or older or you are not able to enter into a legally binding agreement with Orange Health the agreement will be deemed null and void.

Services are provided at the sole discretion of Orange Health based on an assessment by Orange Health of the Client or Client Representative's suitability & eligibility to access and use Orange Health services. All Client or Client Representative expressions of interest and registration requests and all Worker applications and registrations will be assessed against the Orange Health Client or Client Representative or Worker suitability & eligibility criteria prior to formally registering a Client or Client Representative with Orange Health or Orange Health entering into an employment arrangement with a Worker. Orange Health retains full and absolute discretion to refuse registration, access and usage of Orange Health services at any time.

Registered Clients or Client Representatives and Workers of Orange Health services are afforded non-exclusive, fee-free and revocable licences (unless otherwise stated) to use Orange Health tools and resources under these Terms of Service. Access to certain tools, and resources are restricted to Registered Clients, Client Representatives and Workers who have registered and



been approved by Orange Health for access to the Orange Health Registered Clients, Client Representative and Worker pages on the Orange Health website.

To be a registered Orange Health Client, Client Representative or Worker you must have been assessed as suitable and eligible to register, have signed an Orange Health Client or Client Representative Service Agreement or Orange Health Employment Contract, completed all mandatory Orange Health induction and training and received formal confirmation of registration in writing from Orange Health.

Orange Health Clients, Client Representatives and Workers are responsible for the security and confidentiality of their Registration and Account details and passwords. You must not disclose your Registration and Account details to anyone unless authorised by Orange Health. Under no circumstances should you disclose your Registration and Account passwords to anyone else. Orange Health will never ask you to provide your password for any reason when we contact you or you contact Orange Health.

If you know or suspect that your Registration and Account details or password have been compromised, lost, stolen or are being used fraudulently or you know or suspect any unauthorised access activity has occurred on your Orange Health Account then you must notify Orange Health immediately in writing to [mail@orangehealth.com.au](mailto:mail@orangehealth.com.au).

All Orange Health Clients, Client Representatives and Workers must always act with honesty and integrity and must always meet the minimum standards of behaviour which are set out in the Orange Health Policies & Procedures. The following actions are prohibited for all Orange Health Clients, Client Representatives and Workers and Orange Health Clients, Client Representatives and Workers will be liable for any of these actions:

1. Providing, disseminating or distributing verbal, non-verbal, written, published or electronically transferred (email, text) or any other electronic or non-electronic medium information, declarations, surveys, contests, competitions, chain letters, unsolicited mail or emails including spamming either directly or indirectly to Orange Health, Clients, Client Representatives, Support Workers or any other Employee, Representative, Contractor or Associate of Orange Health that are factually incorrect, misleading, deceptive, dishonest or that you do not have a right to under any law or contractual obligation or which contain viruses or other computer codes, files or programs designed to interrupt, limit or destroy the function of computer software or hardware including the Orange Health website and Orange Health Social Media pages;
2. Breach of any relevant and applicable laws, regulations or policies including but not limited to impersonating any person or entity without proper authority or unlawfully impersonating an authorised representative of either a Client or Orange Health;
3. Using offensive, defamatory, derogatory, indecent or inappropriate language verbal or non-verbal, written or printed material in any contact, communication or correspondence with Orange Health, Clients, Client Representatives, Support Workers or any other Employee, Representative, Contractor or Associate of Orange Health;
4. Using Orange Health services to contact, communicate or correspond with Orange Health, Clients, Client Representatives, Support Workers or any other Employee, Representative, Contractor or Associate of Orange Health for purposes other than for purposes that are authorised by Orange Health or legitimately connected to Orange Health services; and
5. Assaulting, harassing, defaming, stalking, threatening, intimidating or otherwise offending Clients, Client Representatives, Support Workers or any other Employee, Representative, Contractor or Associate of Orange Health or deliberately or negligently enabling or exposing any Clients, Client Representatives, Support Workers or any other Employee, Representative, Contractor or Associate of Orange Health to physical or psychological risk or injury or to any other harm.



## **Orange Health services suspension, cessation and termination**

Clients or Client Representatives may suspend, cease or terminate their Orange Health Account by providing 14 days' notice in writing to Orange Health. Orange Health may suspend, cease or terminate a Client or Client Representative Account by providing the Client or Client Representative with 14 days' notice in writing.

Orange Health retains the right to suspend or terminate the use of Orange Health services at any time and without notice should a registered Client or Client Representative no longer meet the Orange Health suitability & eligibility criteria for using Orange Health services.

Orange Health reserves the right to refuse to provide access or usage of Orange Health services and to suspend, cease or terminate a Orange Health Client or Client Representative Account for any reason real or perceived attributable to the Orange Health Client or Client Representative and including, but not limited to, where a:

Breach of these Terms of Service, the terms of the Orange Health Client or Client Representative Service Agreement or Orange Health Policies & Procedures occurs;

1. Client or Client Representative changes, adds, removes, copies, adapts, modifies or otherwise interferes with their Account or any Orange Health materials, information, communication or content either printed or electronic, including but not limited to the Orange Health website and any Orange Health Social Media pages including but not limited to Facebook, Twitter, Linked In and Instagram;
2. Fault, interruption, virus or unauthorised access to a Orange Health Account or Orange Health systems, website or technology occurs; or
3. Orange Health service or engagement is used for any purpose that Orange Health deems at its absolute discretion to be inappropriate.

## **Disclaimer & limitation of liability**

Orange Health services, the Orange Health website and Orange Health Social Media pages are provided without any express or implied guarantee or warranty. The Orange Health website and Orange Health Social Media pages are provided on an "as is" basis. Orange Health website and Orange Health Social Media content is provided as general information only and is prepared without taking into account the specific needs of individuals circumstances. Users of the Orange Health website and Orange Health Social Media pages are responsible for assessing the accuracy and completeness of any information or content.

Orange Health hereby disclaim, to the maximum extent allowed by law, any warranties, express or implied with respect to these Terms of Service, including but not limited to warranties of accuracy, completeness and non-infringement. In addition, to the maximum extent allowed by law, Orange Health will not be liable directly or indirectly for any consequential, exemplary, incidental or punitive damages under Australian Federal or State laws in relation to the contents generated by Orange Health or generated by a third-party, use or connection with Orange Health services, Orange Health website or Orange Health Social Media pages.

Orange Health will not be liable to you or any third-party for, and you hereby release us in respect of, any and all injury, loss or damage (including any direct or indirect consequential, punitive, exemplary, special or incidental damage), however it has arisen or been generated to you or any third-party as a result of your inability to use or access the Orange Health services, Orange Health website or Orange Health Social Media pages including, but not limited to, in respect of our negligence, breach of contract, tortious conduct or breach of statutory duty.

If you have any questions about the Orange Health Terms of Service, please contact Orange Health at [mail@orangehealth.com.au](mailto:mail@orangehealth.com.au).