

## Privacy Policy and Terms of Use

The website at [www.mrinow.com.au](http://www.mrinow.com.au) (**Website**) is owned and operated by **MEDICAL RADIOLOGY IMAGING NOW PTY LIMITED** incorporated and registered in New South Wales having its principal place of business at Level 12, Suite 12.01, 75 Elizabeth Street, Sydney NSW 2000 "MRI Now". The terms "MRI Now", "we", "us" or "our" refer to **MEDICAL RADIOLOGY IMAGING NOW PTY LIMITED**.

We facilitate bookings for patients and persons engaged by or on behalf of a patient (**Referrers**) with independent radiology or other independent specialist(s) (**Provider**) including through use of our Website and using our proprietary software Portal (**Services**).

This privacy policy and terms of use (together our **Terms of Use**) sets out the terms upon which **MEDICAL RADIOLOGY IMAGING NOW PTY LIMITED** of Level 12, Suite 12.01, 75 Elizabeth Street, Sydney NSW 2000 ("MRI Now", "we" or "us") will provide our Services and process any personal information that is collected through the use of:

- the website at [www.mrinow.com.au](http://www.mrinow.com.au) (**Website**);
- any software and mobile application (**Software**) made available by us;
- by telephone, email or other physical medium (such as a referral or form), including from you directly.

These Terms of Use also apply to your use of the Website, the Software or any of the services or products accessible to you, unless you are accessing our Services via a third-party platform owned or operated by a third-party site, in which case a separate privacy policy or terms of use may apply when using that site.

We reserve the right, at our discretion, to modify or remove portions of this policy or the Terms of Use at any time. We do not make any representations about third-party web sites that may be linked to our Website.

### How our Services Work

We operate independently and offer our Services to Referrers, Providers and patients alike, for which we charge a fee. We do so as a service provider and not as an agent for any party.

We recognise the importance of protecting the privacy of information collected, in particular, information that is capable of identifying an individual (**personal information**). Should we ask you to provide any information by which you can be identified, we assure you that it will only be used in accordance with these Terms of Use and the Australian Privacy Principles.

By proceeding to use our Website, Services or other products recommended by us, you consent that we may process the personal information (including sensitive personal information) that we collect from you in accordance with our Terms of Use.

Our Terms of Use may be updated from time to time and should be reviewed periodically so that you are updated on any changes. If you think our Terms of Use fall short of your expectations or that we are failing to abide by our policy, do please tell us. Your continued use of the Website, Software or our services following any changes indicates that you accept the changes.

Except as set out below, we do not share, or sell, or disclose to a third party, any personally identifiable information collected by us.

**The information we may collect** includes:

- your name, birth date, address, e-mail address and phone number, age, username, password and other registration information, financial information, personal description photographs, employment and contact information;
- property and location information;
- your Medicare number;
- your current and past medical history (this includes details of previous test results, current and past procedures, medications currently being taken);
- the results of any tests or procedures;
- other health information provided by any party;
- information relevant to any insurance claim you may have;
- information from a third party (**relevant person**) given to us in the course of our business, specifically to enable you to buy or participate in a service or products offered to you;

- other information relevant to the customisation of a document or provision of the services;
- information you send to us by use of our Website, a third-party site, by email, by telephone or by other physical medium.

We may receive personal information from third parties. If we do, we will protect it as set out in these Terms of Use.

You can refuse to provide us with your personal (sensitive) information. However, if you refuse to provide us with your personal (sensitive) information, MRI Now may not be able to provide services to you.

**This information is used:**

- for verifying your identity for security purposes;
- for internal record keeping;
- to make any relevant assessment of your health status to determine the appropriate specialist to carry out medical imaging services;
- to make appointments for medical imaging services for you;
- to make transport arrangements if required to assist you to attend an appointment made for you;
- to provide a specialist medical report about your health to those persons involved in your care or claim, as required to deliver the Services;
- to carry out administrative functions such as billing;
- to send appointment reminders;
- to send reminder notices for specific tests as required by law;
- to provide to anyone authorised or directed by you.

If there is any uncertainty, about who is managing your claim, you consent for us to disclose your details or Imaging referral to an insurer or scheme agents in the relevant state such iCare and Work Safe Victoria or direct Insurers such as CGU or GIO to establish which agent/ insurer you are covered by. Once we establish who your agent or insurer is we will continue communication with your insurer or agent and advise any other contacted entity to delete from their records.

The information may also be provided to other parties, including medical practitioners (such as radiologists), insurers, legal representatives, employers and transport service providers.

Information which does not identify any individual may be used in a general way by us or third parties to provide class information, for example relating to demographics or usage of a particular page or Service.

We may log information about your access and use of our Website, including through the use of Internet cookies and measurement tools, your communications with our Website, the type of browser you are using, the type of operating system you are using and the domain name of your Internet service provider. We do not presently associate such information with an identifiable person.

We may contact you by a variety of measures including by telephone, email, sms or mail. If you wish to update your contact details or change the way we contact you, please contact us at the details below.

**Disclosure of personal information**

We may disclose personal information including:

- for the purpose of providing information, products and services listed above;
- to verify personal information details upon request from third parties;
- to comply with our legal and regulatory obligations, including disclosure and reporting to Commonwealth, State and Territory government agencies;
- for users under 18, information regarding attendance, progress and general well-being may be provided in order to keep parent(s) and/or guardian(s) adequately informed. If you are under 18, you may use our site only with consent from a parent or guardian;
- to credit reporting agencies and courts, tribunals, regulatory authorities where clients fail to pay for services provided by us to them;
- to courts, tribunals, regulatory authorities, and law enforcement officers as required by law, in connection with any

actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights;

- to the relevant third party or parties, if the matter involves third parties;
- to third parties, including Referrers and Providers and their nominees for the purposes of providing information, products and services to you relevant to your claim or injury. This may include parties located, or that store data, outside of Australia.

It is necessary for us to disclose your personal and sensitive information to some third parties. These parties include: medical practitioners (including radiologists), insurers, legal representatives, employers and transport service providers.

When we obtain information from a **relevant person**, we assume that in giving us your information, you are also giving us permission to pass it to the relevant person.

By providing us with personal information, you consent to this disclosure. Where we disclose your personal information to third parties, we will request or otherwise seek to get comfortable that the third-party follows the Australian Privacy Principles regarding handling your personal information. However, if you provide information to us with a view to it being read, copied, downloaded or used by other people, we accept no responsibility for what that third party may do with it. It is up to you to satisfy yourself about the privacy level of every person who might see your information. If it is available to all the World, you have no control whatever as to how it is used.

If there is a change of control of our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law, our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser. We would seek to only disclose information in good faith and where we have sought to maintain confidentiality.

We do not typically or routinely disclose personal information to overseas recipients unless consent has been given, or an exception under the Australian Privacy Principles applies. We will only disclose personal information to overseas recipients where reasonable steps have been taken to ensure the overseas recipient does not breach the Australian Privacy Principles in relation to your personal information. In circumstances where information is disclosed to overseas recipients, those recipients are likely to be located in countries in the regions in which we operate.

We are committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure that information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

No information transmitted over the Internet can be guaranteed to be secure. We cannot guarantee the security of any information that you transmit to us, or receive from us. The transmission and exchange of information is carried out at your own risk. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with these Terms of Use.

#### **Financial information relating to your credit cards**

This information is never taken by us either through our Website or Software. If you are accessing our Services or a Product made available through a third-party hosting site, you should satisfy yourself as to the security of that site as that site is not controlled by us.

#### **Financial information about your direct debit**

When you have agreed to set up a direct debit arrangement, the information you have given to us is passed to our own bank for processing per our instructions. We do keep a copy.

#### **Cookies**

Cookies are small text files that are placed on your computer's hard drive through your web browser when you visit any website. They are widely used to make websites work, or work more efficiently, as well as to provide information to the owners of the site.

Like all other users of cookies, we may request the return of information from your computer when your browser requests a web page from our server. Cookies enable our web server to identify you to us, and to track your actions and the pages you visit while you use our website. The cookies we use may last for a single visit to our site (they are deleted from your computer when you close your browser), or may remain on your computer until you delete them or until a defined period of time has passed.

Although your browser software enables you to disable cookies, we recommend that you allow the use of cookies in order to take advantage of the features of our website that rely on their use. If you prevent their use, you will not be able to use all the functionality of our Websites. Here are the ways we use cookies:

- to record whether you have accepted the use of cookies on our web site;
- to allow essential parts of our web site to operate for you;
- to operate our content management system;
- to operate the online notification form - the form that you use to contact us for any reason;
- to enhance security on our contact form;
- to collect information about how visitors use our site;
- to store your personal information so that you do not have to provide it afresh when you visit the site next time. This cookie will last for 90 days.

### **Calling our help line**

When you call our help line, we collect Calling Line Identification (CLI) information. We use this information to help improve the efficiency and effectiveness of our help line.

### **Sending a message to our support system**

When you send a message, we collect the information you have given to us in that message in order to obtain confirmation that you are entitled to receive the information and to provide to you the information you need. We record your request and our reply in order to increase the efficiency of our business / organisation. We do not keep any personally identifiable information associated with your message, such as your name or email address.

### **Complaining**

When we receive a complaint, we record all the information you have given to us. We use that information to resolve your complaint. If your complaint reasonably requires us to contact some other person, we may decide to give to that other person some of the information contained in your complaint. We do this as infrequently as possible, but it is a matter for our sole discretion as to whether we do give information, and, if we do, what that information is.

We may also compile statistics showing information obtained from this source to assess the level of service we provide, but not in a way that could identify you or any other person.

### **Removal of your information**

If you wish us to remove personally identifiable information from our web site, you may contact us at [info@mrinow.com.au](mailto:info@mrinow.com.au). To better safeguard your information, we will also take reasonable steps to verify your identity before granting access or making corrections to your information.

### **Data may be “processed” outside Australia**

While our Website is hosted in Australia, other sites are often hosted abroad. We also use host advertising services of sites in countries outside Australia from time to time in other aspects of our business. Accordingly, data obtained within Australia may be “processed” outside Australia and data obtained in any other country may be processed within or outside that country.

### **Complaints procedure**

- If you have a complaint about how we have collected or handled your personal information, please contact us. We will endeavour in the first instance to deal with your complaint and take action to resolve the matter.
- If your complaint cannot be resolved at the first instance, we will ask you to lodge a formal complaint in writing, explaining the circumstances of the matter that you are complaining about, how you believe your privacy has been interfered with and how you believe your complaint should be resolved.
- We will acknowledge receipt of your formal complaint and indicate the timeframe in which you can expect a response. We will endeavour to resolve the complaint as quickly as possible, but if the matter is complex and our investigation may take longer, we will let you know when we expect to provide our response.
- If you are unhappy with our response, you may refer your complaint to the Office of the Australian Information Commissioner.

- For more information about privacy issues in Australia and protecting your privacy, visit the Australian Federal Privacy Commissioner's web site: <http://www.privacy.gov.au/>

If you have any questions regarding the privacy policy, please contact us through the contact page.

### **Limitation of liability**

MRI Now shall not be liable in contract (including under any indemnity), tort (including in negligence or for breach of statutory duty) or otherwise, for:

- (a) any loss of profit, loss of revenue, loss of business, loss of contracts or loss of anticipated savings, loss of property, alternative accommodation costs, costs of delay, lost Data, or any indirect, incidental, special, exemplary, punitive or consequential damages related to or otherwise resulting from any use of the Website and/or the provision of the Services, even if we have been advised of the possibility of such damages;
- (b) any damages, liability or losses arising out of: (i) your use of, or reliance on, the Services, or your inability to access or use the Services; or (ii) any transaction or relationship between the patient and the Referrer and/or Provider, even if we have been advised of the possibility of such damages;
- (c) any delay or failure in performance resulting from the provision of the Services.

The limitations of liability do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law. To the extent you have a statutory right under Australian Consumer Laws which cannot be excluded by these Terms of Use and:

- (d) For any minor problems with the Service provided by us which falls short of the contracted obligations to you, we will use reasonable endeavours (at our discretion) to resolve this to your reasonable satisfaction; and
- (e) To the extent you have a major problem the Services provided directly by MRI Now, we will use reasonable endeavours (at our discretion) to resolve this to your reasonable satisfaction but in all cases your sole remedy will be to reperformance of the Services, to receive compensation for the drop in value in the Services received below the price paid, or a full refund.

### **How you can contact us**

Emailing [info@mrinow.com.au](mailto:info@mrinow.com.au)

Sending a letter: Attn: Privacy Officer, **MEDICAL RADIOLOGY IMAGING NOW PTY LIMITED** of Level 12, Suite 12.01, 75 Elizabeth Street, Sydney NSW 2000