

The website located at www.travahealth.com.au (the “Site”) is a copyrighted work belonging to Trava Health Clinic Pty Ltd. (“Us”, “Our”, and “We”), and its affiliates, subsidiaries, parent company, and other related companies. Trava Health Clinic provides websites, services and products, including www.travahealth.com.au and related domains and sub-domains, mobile and software applications that host content related to cannabis varieties and related products, which include reviews and ratings provided by its users, directories of cannabis dispensaries and medical providers, and cannabis-related news stories and other articles (collectively, with all other services provided through the Site, the “Services”). Certain features of the Site or Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site or Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement. References to “you” and “you are” refer to you, a user of our Site and Services.

These terms of use (“Agreement”) sets forth the legally binding terms for your use of the site and services. By accessing or using the site or services, you are accepting this agreement, and you represent and warrant that you have the right, authority, and capacity to enter into this agreement. You may not access or use the site or services or accept the deal if you cannot enter into this agreement. If you do not agree with all of the provisions of this agreement, do not access and use the site or services. If you are using the site or services on behalf of a company, entity, or organization, you represent and warrant that you are an authorized representative of such company, entity, or organization with authority to bind it to this agreement.

Please read these terms carefully, as they contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. The agreement to arbitrate requires (with limited exception) that you submit claims you have against us to binding and final arbitration, and further (1) you will only be permitted to pursue claims against the company on an individual basis, not as 4.2 plaintiffs or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. IMPORTANT DISCLAIMERS

All information contained on the site and services are for informational purposes only. Content posted by Trava Health Clinic Terms of Use (Last updated March 13, 2023).

The website located at www.travahealth.com.au (the “Site”) is a copyrighted work belonging to Trava Health Clinic Pty Ltd. (“Us”, “Our”, and “We”), and its affiliates, subsidiaries, parent company, and other related companies. Trava Health Clinic provides websites, services and products, including www.travahealth.com.au

and related domains and sub-domains, mobile and software applications that host content related to cannabis varieties and related products, which include reviews and ratings provided by its users, directories of cannabis dispensaries and medical providers, and cannabis-related news stories and other articles (collectively, with all other services provided through the Site, the “Services”). Certain features of the Site or Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site or Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement. References to “you” and “you are” refer to you, a user of our Site and Services.

These terms of use (“Agreement”) sets forth the legally binding terms for your use of the site and services. By accessing or using the site or services, you are accepting this agreement, and you represent and warrant that you have the right, authority, and capacity to enter into this agreement. You may not access or use the site or services or accept the deal if you cannot enter into this agreement. If you do not agree with all of the provisions of this agreement, do not access and use the site or services. If you are using the site or services on behalf of a company, entity, or organization, you represent and warrant that you are an authorized representative of such company, entity, or organization with authority to bind it to this agreement.

Please read these terms carefully, as they contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. The agreement to arbitrate requires (with limited exception) that you submit claims you have against us to binding and final arbitration, and further (1) you will only be permitted to pursue claims against the company on an individual basis, not as 4.2 plaintiffs or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

All information contained on the site and services are for informational purposes only. Content posted by Trava Health Clinic on any website, mobile application, social media channel, third-party content service, or advertisement is for informational purposes only. Trava Health Clinic does not endorse and is not responsible for the accuracy or reliability of, any opinion, advice, statement, or other information made on the site or services, including user content and third-party materials (each as defined below).

Trava Health Clinic is not responsible for your relationship with any dispensary, retail location, health care provider, any third party, or other users of the site or services. Trava Health Clinic is not obligated to screen dispensaries, retail locations, health care providers, or their menus, content, or deals to determine whether they are qualified or authorized by law to provide their services or to assess the accuracy of their menus or other information they provide.

Trava Health Clinic does not offer medical advice unless through paid consultation. Any information accessed through the site and services, or within any of Trava Health Clinic's social media pages or channels is for informational and educational purposes only, is not intended to be a substitute for medical advice, diagnosis, or treatment, and is not intended to cover all possible uses, directions, precautions, or adverse effects. Such information includes, without limitation, third-party materials, user content, and Trava Health Clinic's generated content derived from user content (e.g., strain highlights, attributes, and other data). The patient agreed not to use the information on the site and services that provided via Trava Health Clinic's social media pages and channels for the diagnosis or treatment of any medical condition. Always consult your doctor or other qualified healthcare providers if you have any questions about a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the site, services, or on Trava Health Clinic's social media pages and channels.

2. ACKNOWLEDGEMENT OF FEDERAL LAW:

User expressly acknowledges that Trava Health Clinic is for residents with laws regulating medical or the recreational use of cannabis only and that medical cannabis collectives and patients are established according to their respective State laws. Cannabis is included on Schedule 1 under the Australian Misuse of Drugs and Therapeutic Drugs Act. Under the federal laws of the Australia, manufacturing, distributing, dispensing, or possessing cannabis is illegal, and individuals are subject to arrest and prosecution for doing so. The patient further acknowledges that medical use is not recognised as a valid defence under federal laws regarding cannabis. The client also believes that the interstate transportation of cannabis is a federal offence.

The previous disclaimers and limitations on liability shall not limit the more general disclaimers and limitations on liability in sections 9 and 10 or elsewhere in this agreement.

3. ELIGIBILITY AND ACCOUNTS:

2.1 Eligibility.

You must be 18 years of age or a qualified medical cannabis patient to use the Site and Services within Australia.

2.2 Account Creation.

To use certain features of the Site (e.g., to use the Services), you must register for an account with Trava Health Clinic and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information at all times. You may not create more than one Trava Health Clinic account. Trava Health Clinic may suspend or

terminate your Trava Health Clinic Account under Sections 6.4 and 11.

2.3 Account Deactivation.

You may deactivate your Trava Health Clinic Account at any time, for any reason, by sending an email to admin@travahealth.com.au, which includes your Full Name and DOB and your request to deactivate your account.

2.4 Account Responsibilities.

You are responsible for maintaining the confidentiality of your Trava Health Clinic Account login information and are fully responsible for all activities that occur under your Trava Health Clinic Account. You agree to immediately notify Trava Health Clinic of any unauthorized use, or suspected unauthorized use, of your Trava Health Clinic Account or any other breach of security. Trava Health Clinic cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3. SITE AND MOBILE APP

3.1 License.

Subject to the terms of this Agreement, Trava Health Clinic grants you a non-transferable, non-exclusive license to use the Site and Services for your personal, non-commercial use.

3.2 Certain Restrictions.

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or Services; (b) you shall not modify, do derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) you shall not access the Site or Services to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site or Services content must be retained on all copies thereof by Trava Health Clinic

3.3 Modification.

Trava Health Clinic reserves the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. You agree that Trava Health Clinic will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services or any part thereof.

4. COMMUNICATIONS

4.1 Text Messaging.

By using the Services or Software, you agree that Trava Health Clinic and those acting on its behalf may send you text (SMS) messages at the phone number you provided us. These messages may include operational messages about your use of the Services, as well as marketing or other promotional messages. Messages from, Trava Health Clinic, its affiliated companies and necessary third-party service may include but are not limited to: operational communications concerning your User account or use of the Services, updates concerning new and existing features on Trava Health Clinic, communications concerning promotions run by our third-party partners or us, and news concerning Trava Health Clinic and industry developments. Standard text messaging charges from your mobile phone carrier will apply to text messages we send. Your agreement to receive promotional texts is not a condition of any purchase or service offered by Trava Health Clinic y. If you change or deactivate the phone number you provided to Trava Health Clinic, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. You agree that automatic telephone dialing systems may generate texts, calls, or pre-recorded messages.

4.2 Opt-Out.

You may opt out of receiving promotional text messages from Trava Health Clinic at any time by replying STOP to a promotional text message from Trava Health Clinic. You may opt out of receiving all text messages from Trava Health Clinic at any time by deleting your account or by replying STOP to any text message from Trava Health Clinic.

NOTE. If you opt out of receiving all text messages from Trava Health Clinic, you will not be able to use certain Services without agreeing to receive operational text messages. You may continue to receive text messages for a short period while the Trava Health Clinic processes your request, and you may also receive text messages confirming the receipt of you opt-out request.

4.3 Opting Back In.

You may opt back into receiving text messages from Trava Health Clinic at any time by replying START to a text message from Trava Health Clinic

4.4 Email.

You agree that we may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in a promotional email.

5. USER CONTENT

5.1 User Content.

“User Content” means any information and content that a user submits to, or uses the Site or Services, including, without limitation, content in the user’s profile, user reviews and postings. You acknowledge and agree that Trava Health Clinic is not responsible for any User Content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Trava Health Clinic does not assume and will not have any liability or responsibility to you or any other person or user for your use or misuse of any User Content.

5.2 User Content – Restrictions.

You agree not to use the Site, Services, or any of Trava Health Clinic’s social media pages or channels to collect, upload, transmit, display, or distribute any User Content that (a) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third-party.

5.3 User Content

Your Responsibilities. You are solely responsible for your User Content. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness or any disclosure of your User Content that makes you or any third-party personally identifiable. You, with this, represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored, or endorsed by Trava Health Clinic. You acknowledge and agree that Trava Health Clinic is not responsible for any User Content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Trava Health Clinic does not assume and will not have any liability or responsibility to you or any other person or user for your use or misuse of any User Content. Because you alone are responsible for your User Content (and not Trava Health Clinic), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy or other applicable laws. Trava Health Clinic is not obligated to back up any User Content, and Trava Health Clinic May delete the User Content at any time. You are solely responsible for creating backup copies of your User Content if you desire.

5.4 License.

You at this moment grant, and you represent and warrant that you have the right to grant, to a Trava Health Clinic an irrevocable, nonexclusive, royalty-free and fully-paid worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the preceding, solely to include your User Content in the Site and Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution concerning your User Content.

5.5 Feedback.

If you provide Trava Health Clinic with any feedback or suggestions regarding the Site or Services (“Feedback”), you, as a result of this, assign to Trava Health Clinic all rights in the Feedback and agree that Trava Health Clinic shall have the right to use such Feedback and related information in any manner it deems appropriate. Trava Health Clinic will treat any Feedback you provide to Trava Health Clinic as non-confidential and non-proprietary. You agree that you will not submit to Trava Health Clinic any information or ideas that you consider to be confidential or proprietary.

6. ACCEPTABLE USE POLICY

The following sets forth Trava Health Clinic’s “Acceptable Use Policy”:

6.1 Reviews.

You must have a valid account and email address to leave a review on Trava Health Clinic. Before posting a review, you must verify the email address associated with your Trava Health Clinic account. You agree not to post reviews on the Site, Services, or any of Trava Health Clinic’ social media pages or channels that are not based upon your personal experience or are otherwise designed for any purpose other than providing other users on the Site with an accurate description of your personal experience. Reviews based on second-hand, non-personal experiences are not allowed. In addition to the other restrictions contained in the Acceptable Use Policy, reviews posted on the Site, Services, or any of Trava Health Clinic’s social media pages or channels must not: (a) be written exclusively in capital letters; (b) be plagiarized; (c) contain spam, advertisements, and links to external websites; (d) contain disparaging information about any Trava Health Clinic or Dispensary employees or any other person, (e) contain overly detailed or sexual descriptions of an individual’s physical appearance, or offensive personal attacks against a specific individual or group of individuals affiliated with the Dispensary, (f) contain references to Dispensaries or competitors other than the product or Dispensary being reviewed, or (g) contain unrelated personal grievances.

6.2 Photos.

Image files must exclusively feature the products they illustrate and must not include body parts, messy or cluttered backgrounds, product wrapping, currency, paraphernalia, brand names, or other objects other than the product itself. Image files must be transparent and not be blurry, fuzzy, or contain any flash reflections, and products should be centered in the image file. Image files must contain an accurate depiction of the product they illustrate. Image files cannot contain pornography or other graphic images and must otherwise abide by the guidelines outlined in this Section 6.

6.3 Technological Restrictions.

In addition, you agree not to use the Site or Services to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services or violate the regulations, policies or procedures of such networks; (e) attempt to or impersonate another user or Trava Health Clinic or gain unauthorized access to the Site or Services, other computer systems or networks connected to or used together with the Site or Services, through password mining or other means; (f) harass or interfere with another user’s use and enjoyment of the Site or Services; or (g) introduce software or automated agents or scripts to the Site or Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site or Services.

6.4 Monitoring, Suspension, and Termination.

Trava Health Clinic reserve the right (but have no obligation) to review any User Content (including any image files or reviews), investigate, and take appropriate action against you in our sole discretion (including removing or modifying your User Content, terminating your Trava Health Clinic Account following Section 11, and reporting you to law enforcement authorities) if we in our sole discretion suspect that you have violated the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person.

7. INDEMNITY

You agree to indemnify and hold Trava Health Clinic (and its officers, employees, and agents) harmless from any losses, damages, liabilities, claims, actions, judgments, awards, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising from or relating to any claim or demand made by any third party due to or arising out of (i) your use or misuse of the Site or Services, (ii) your User Content, (iii) your violation of this Agreement; or (iv) your violation of applicable laws or regulations. Trava Health Clinic reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any case without the prior written consent from Trava Health Clinic and we will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. THIRD-PARTY INTERACTIONS; THIRD-PARTY MATERIALS; DEALS; MENU; OTHER USERS; RELEASE

8.1 Third-Party Interactions.

During the use of the Site or Service, you may enter into correspondence with, purchase goods and services from, or participate in promotions of third-party service providers, advertisers, or sponsors showing their goods and services through the Service. In particular, Trava Health Clinic is not a party to any transaction you may enter into with a third party. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third party. The Trava Health Clinic shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction, or promotion between you and any such third party. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

8.2 Third-Party Materials.

The Site or Services might display, include, or make available third-party content (including data, information, articles, applications or other products, services and materials) or contain links to third-party websites, services, and advertisements for third parties such as Deals and dispensary Menus, including pricing, product names, and product descriptions each Menu (defined below) (collectively, "Third-Party Materials"). You acknowledge and agree that Trava Health Clinic is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Trava Health Clinic does not assume and will not have any liability or responsibility to you or any other person or user for

any Third-Party Materials. Third-Party Materials and links are provided solely as a convenience, and you access and use them entirely at your own risk. When you link to Third-Party Material, the applicable third party's terms and policies apply, including the third party's privacy and data-gathering practices. It would help if you made whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Material.

8.3 Deals.

The Site or Services might display, include, or make available coupons, promotional codes, giveaways, samples, and other offers from listed dispensaries (collectively, "Deals"). Deals constitute "Third Party Materials" under this Agreement. Trava Health Clinic displays these Deals on the Site and Services as an advertisement for the listing dispensary (the "Offeror") only. All Deals are offered directly by the applicable Offeror and may be subject to additional terms, conditions, or restrictions of the Offeror or under applicable law, whether or not such other terms, conditions, or restrictions are expressly included on the Site or Services. The Offeror, and not Trava Health Clinic, is solely responsible for (a) redemption of the Deal; (b) compliance of all aspects of the Deal with applicable law (including, without limitation, the advertisement, redemption, and terms, conditions and restrictions related to that); (c) all goods and services it provides to you in connection with the Deal; and (d) all injuries, illnesses, damages, claims, liabilities and costs it may cause you to suffer, directly or indirectly, in whole or in part, whether related to the use or redemption of a Deal or not.

8.4 Other Users.

Each user of the Site or Services is solely responsible for any of its User Content and Third-Party Materials. Because we do not control User Content and Third-Party Materials, you acknowledge and agree that we are not responsible for any User Content and Third-Party Materials. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content and Third-Party Materials. We assume no responsibility for any User Content and Third-Party Materials. Your interactions with other Site or Service users (including Dispensaries) are solely between you and such users. You agree that Trava Health Clinic will not be responsible for any loss or damage from such interactions. If there is a dispute between you and any Site or Service user, we are not obligated to become involved.

8.5 Release.

You, at this moment, release and forever discharge Trava Health Clinic (and our officers, employees, agents, successors, and assigns) from and, as a result of this, waive and relinquish your rights concerning every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or

or indirectly to, any interactions with, or act or omission of, other Site or Service users, Third-Party Interactions, or Third-Party Materials.

9. DISCLAIMERS

The site and services are provided “as-is” and “as available”, and we (and our suppliers) expressly disclaim, to the fullest extent permitted by applicable law, any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. Without limiting the preceding, Trava Health Clinic practitioners (and our suppliers) make no warranty that the site or services: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

10. LIMITATION ON LIABILITY

To the fullest extent permitted by applicable law, in no event shall Trava Health Clinic (and our suppliers) be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from or relating to this agreement or your use of, or inability to use, the site or services, even if we have been advised of the possibility of such damages. Access to and use of the site and services are at your discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting from that place. Notwithstanding anything to the contrary contained herein, Trava Health Clinic’s (and our suppliers’) liability to you for any damages arising from or related to this agreement (for any cause whatsoever and regardless of the form of the action) will at all times be limited to the greater of (a) fifty us dollars (\$50) or (b) amounts you’ve paid Trava Health Clinic in the prior 12 months (if any). The existence of more than one claim will not enlarge this limit.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

11. TERM AND TERMINATION

Subject to this Section, this Agreement will remain in full force and effect while you use the Site or Services. We may (a) suspend your rights to use the Site and Services (including your Trava Health Clinic Account) or (b) terminate this Agreement at any time for any reason at our sole discretion, including

for any use of the Site or Services in violation of this Agreement. Upon termination of this Agreement, your Trava Health Clinic Account and right to access and use the Site and Services will terminate immediately. You understand that any termination of your Trava Health Clinic Account involves the deactivation of your User Content associated addition to that from our Site, Services, and live databases. Trava Health Clinic will not have any liability whatsoever to you for any termination of this Agreement, including for termination of the Trava Health Clinic Account or deactivation of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 3.2-3.4, 4-14.

12. COPYRIGHT POLICY

Trava Health Clinic respects the intellectual property of others and asks that users of our Site and Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and the termination, in appropriate circumstances, of users of our Site and Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site and Services, unlawfully infringing the copyright(s) in work and wish to have the allegedly violating material removed, the following information in the form of a written notification must be provided to our Designated Copyright Agent:

- 12.1 Your physical or electronic signature;
- 12.2 Identification of the copyrighted work(s) that you claim to have been infringed;
- 12.3 Identification of the material on our services that you claim is infringing and that you request us to remove;
- 12.4 Sufficient information to permit us to locate such material;
- 12.5 Your address, telephone number, and e-mail address;
- 12.6 A statement that you have a good faith belief that the use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- 12.7 A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney’s fees incurred by us in connection with the written notice and allegation of copyright infringement.

Legal Representative:
Drakulic Lawyers
Suite 5, 71 Robinson Street
Dandenong,
Victoria, Australia 3175

Phone: 03 9791 9257

Email: admin@drakuliclawyers.com.au

13. ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE

Except for disputes brought in small claims court, all disputes between you and arising Trava Health Clinic of, relating to or in connection with the Site or Services shall be exclusively settled through binding arbitration according to the then-current rules of Victoria for commercial arbitration. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court, and review by a court is little. You and Trava Health Clinic agree that any such arbitration shall be conducted on an individual basis and not in a class, consolidated or representative action. Notwithstanding any provision in this Agreement to the contrary, if the class-action waiver in the prior sentence is deemed invalid or unenforceable, however, neither you nor we are entitled to arbitration. This arbitration agreement is subject to Federal Law. The arbitrator's award may be entered in any court of competent jurisdiction.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Trava Health Clinic makes any future change to this dispute resolution provision, it will not apply to any individual claim(s) that you had already provided notice of to Trava Health Clinic. If the arbitration in this Section provision is found unenforceable or to not apply to a given dispute, then the proceeding must be brought exclusively in a court of competent jurisdiction in Victoria, Australia. You, at this moment, accept the exclusive jurisdiction of such court for this purpose. This Agreement is governed by the laws of the State of Victoria without regard to conflict of law provisions.

13.1 Pre-Arbitration Dispute Resolution.

We are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at info@travahealth.com.au. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to us should be sent to the address identified in Section 14.6 below.

13.2 Confidentiality.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

13.3 Future Changes to Arbitration Agreement.

Notwithstanding any provision in these Terms to the contrary, we agree that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending us written notice within thirty (30) calendar days of the transition to the Notice Address provided in Section below. By leaving any future change, you agree that you will arbitrate any dispute between us following the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

14. GENERAL

14.1 No Support or Maintenance.

You acknowledge and agree that Trava Health Clinic will have no obligation to provide you with any support or maintenance in connection with the Site or Services.

14.2 Changes to Terms of Use.

We may amend these Terms at any time at our sole discretion. If we do so, we will post the modified Terms on the Service. The modifications will be effective immediately. You agree to review these Terms periodically to be aware of any modifications. Continued use of our Site or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

14.3 You acknowledge and agree that

You are not permitted to use Trava Health Clinic's Marks or any third-party marks displayed on our site without prior written consent from, respectively, Trava Health Clinic Pty Ltd., Apple, or the owners of such third-party prints.

14.5 Miscellaneous.

This Agreement constitutes the entire agreement between you and us regarding the use of the Site and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision, nor shall any single or partial exercise by Trava Health Clinic of any right or power hereunder preclude further exercise of that or any other right hereunder. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation." If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Nothing contained herein shall be construed to establish an employment, partnership, or joint venture relationship between you and Trava Health Clinic. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Trava Health Clinic's prior written consent, and any

attempted assignment, subcontract, delegation, or transfer in violation of the preceding will be null and void. The terms of this Agreement shall be binding upon assignees.

15. UNREASONABLE BEHAVIOUR/ABUSE POLICY

Trava Health Clinic has a zero-tolerance policy for hostile, abusive or unreasonable conduct from patients and customers, whether over the phone or in person.

At Trava Health Clinic, we pride ourselves on delivering outstanding service. We are committed to being accessible and responsive to all patients and customers with a request for consultation, information or a reasonable complaint.

Unreasonable conduct by customers is any behavior which, because of its nature or frequency, raises substantial health, safety, resource or equity issues for our organization, our staff, other service users and patients or the patient themselves. All staff have the right not to be subjected to any behavior/abuse that includes:

- Abusive language
- Threats of physical harm or violence
- Inappropriate religious, cultural or racial insults
- Homophobic, sexist or other derogatory remarks

In such unlikely behavioral circumstances by the patients and customers, Trava Health Clinic reserves the right to take all such steps that may be deemed necessary, including disconnection of a phone call, request to leave the premises, refusal of service or initiating legal proceedings.

16. CONSULTATIONS & CANCELLATIONS POLICY

16.1 Consultations:

- (a) Prepayment is required to book any consultations (whether it is an initial or follow-up consultation);
- (b) Our Patient Care Team will be unable to book your consultations until prepayment has been made. This prepayment is non-refundable in certain circumstances set out below.
- (c) Consultation prepayments are done at the time of booking. Booking and prepayment may only be made once the appropriate documentation has been received and reviewed, and accepted as accurate.
- (d) Please note that we cannot guarantee appointment availability, with follow-up consultations sometimes booked out 4-8 weeks in advance. Therefore, we recommend booking your follow-up consultation as early as possible.
- (e) As your first follow-up consultation would usually occur approximately four weeks after the initial consultation, we recommend booking and prepaying for both appointments at the time of booking the initial consultation. However, this is at your discretion.

(f) We do try to keep time and have many patients to see, so please ensure you have your phone fully charged and are ready to answer.

(g) Telehealth consultations. If you are late, Trava Health Clinic reserves the right to reschedule or cancel your appointment, as the consultations time will not be rushed.

(h) If treatment is deemed unsuitable by the medical practitioner or your medication application is rejected by the TGA, consultations are non-refundable. However, we do our best to ensure that your application is approved.

16.2 Cancellations and No-Shows:

(a) We require a minimum of 24 hours' notice for any cancellation to allow time to reallocate your consultation to another patient.

(b) If you cancel an appointment indefinitely without rescheduling, we reserve the right to retain the prepayment.

(c) If you would like to postpone or rebook a consultation and you have not cancelled, postponed or rebooked your previous appointment, we will allow you to rebook (subject to availability which may be limited) a second consultation without penalty;

(d) If you would like to postpone or rebook a consultation and you have cancelled, postponed or rebooked your previous appointment, then where you rebook or delay, we reserve the right to forfeit the prepayment.

(e) If you cancel a consultation, we reserve the right to forfeit the prepayment.

(f) This policy applies to Telehealth and in clinic consultations.

For any questions or notices, please get in touch with Trava Health Clinic Administration Team
at:1300 371 317
or admin@travahealth.com.au