

## 1. Introduction

These Terms of Service (“Terms”) govern all use of services provided by \*\*Optimise You Pty Ltd (ABN 41 634 198 694)\*\* (“Optimise You”, “we”, “us”, “our”), located at 28 Yurong Street, Darlinghurst NSW 2010.

By accessing, registering for, or using our platform, you irrevocably agree to these Terms.

## 2. Platform Nature of Services

Optimise You operates strictly as a \*\*technology platform\*\* that facilitates access to independent registered healthcare practitioners.

\* Does not provide medical advice, diagnosis, or treatment

\* Does not employ or control healthcare practitioners

\* Does not guarantee access to prescriptions, medications, or outcomes

All healthcare services are provided by \*\*independent third-party clinicians\*\*, who are solely responsible for all clinical decisions.

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## 3. No Doctor-Patient Relationship

You acknowledge and agree that:

> No doctor-patient relationship is created between you and Optimise You at any time.

Any such relationship exists solely between you and the treating clinician.

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## 4. Clinical Discretion

All prescriptions, treatments, and recommendations:

\* Are determined solely by the treating clinician

\* May be refused, modified, or withdrawn at any time

\* Are based on clinical judgment and regulatory requirements

Optimise You has no control over these decisions.

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## 5. Compounding Pharmacy & Third Parties

Where prescribed, medications may be fulfilled by \*\*independent compounding pharmacies\*\*.

You acknowledge that:

\* Compounded medications may not be evaluated by the TGA in the same way as registered medicines

\* Risks may exist in preparation, handling, and administration

Optimise You:

- \* Does not manufacture, store, or dispense medications
- \* Accepts no liability for compounding, dispensing, delivery, or pharmacy operations

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## 6. Payment, Subscriptions & Fees

By using our services, you agree that:

- \* All fees are payable in advance
- \* Payments grant access to consultations and services, not guaranteed outcomes
- \* Subscription services (if applicable) provide ongoing access to care, not guaranteed treatment

All payments are \*\*non-refundable except where required by Australian Consumer Law\*\*.

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## 7. No Guarantee of Outcomes

You acknowledge that:

- \* Medical treatments (including HRT, TRT, peptides) carry inherent risks
- \* Outcomes vary between individuals
- \* No guarantees are made regarding effectiveness, results, or suitability

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## 8. Assumption of Risk

By using our services, you:

- \* Accept full responsibility for your healthcare decisions
- \* Acknowledge the risks associated with treatment
- \* Confirm that you have provided accurate and complete information

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## 9. Limitation of Liability

To the maximum extent permitted by law, Optimise You is not liable for:

- \* Clinical decisions made by practitioners
- \* Treatment outcomes or lack of results
- \* Adverse reactions or side effects
- \* Errors or omissions in information provided by you
- \* Acts or omissions of third-party clinicians or pharmacies

You agree to indemnify and hold harmless Optimise You from any claims, damages, or liabilities arising from:

- 10. Indemnity
- \* Your use of the platform
- \* Your medical decisions
- \* Any breach of these Terms

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#### 11. Privacy

Your personal and health information is handled in accordance with our Privacy Policy.

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#### 12. Governing Law

These Terms are governed by the laws of New South Wales, Australia.

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#### 13. Changes to Terms

We reserve the right to modify these Terms at any time. Continued use of the platform constitutes acceptance of updated Terms.