



somnio Terms and Conditions

By accessing or using the online program, you accept the somnio Terms and Conditions (<https://sogn.io/en-au/general-terms-and-conditions/>)

somnio Processing of Personal Data

By accessing or using the online program, you consent to the processing of personal data, including sensitive (health) data (<https://sogn.io/en-au/consent/>). For more information on how your personal data will be managed, please refer to the somnio Privacy Policy (<https://sogn.io/en-au/privacy-policy-app/>).

30-day Money-Back Guarantee

ResMed Asia Pacific ABN 86 070 076 470 of 1 Elizabeth Macarthur Drive, Bella Vista NSW 2153 offers a 30 Day Money Back Guarantee to customers who are not completely satisfied with their new ResMed product(s), purchased from a ResMed Authorised Dealer between 1 May 2020 and 31 December 2024, subject to these terms and conditions (Offer).

The Offer:

1. ResMed reserves the right to amend or cancel the terms of this offer without notice. Any valid claims submitted at the time of any cancellation will be honoured by ResMed.
2. Except for any liability that cannot be excluded by law, ResMed (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the offer, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under ResMed's control); (b) any theft, unauthorised access or third party interference; (c) any claim for this offer that is late, lost, altered, damaged or misdirected (whether or not after their receipt by ResMed) due to any reason beyond the reasonable control of the ResMed; (d) any tax liability incurred by a claimant; or (e) use of any product.

*ResMed Sleep Coaches are sales and customer service representatives who have received training in sleep health. They can give general information about sleep health, sleep disorders and products that may help improve your sleep. They are not qualified healthcare professionals and cannot provide medical advice. We recommend you continue to consult your GP.



somnio Plus Terms and Conditions (applicable to 'somnio Plus' purchases only)

These terms and conditions (**Terms**) form the agreement between you (**You**) and Sleep and Breathing Solutions Pty Ltd (**ResMed, Us, We, Our**) in relation to your purchase and participation in the Somnio Plus Program (**Program**). These Terms represent the entire agreement between you and ResMed in connection with your participation in the Somnio Plus Program.

Once you accept these Terms, you acknowledge that you have entered into a legally binding agreement with us in relation to your participation in the Program, and you must comply with the Terms. Please read the Terms carefully, and if you do not understand or agree with the Terms, do not sign them. You acknowledge and agree, that if you do not sign the Terms, then you will not be able to participate in the Program.

We encourage you to seek independent legal advice in relation to the Terms before signing them and you acknowledge and agree that you have been given the opportunity to seek such advice.

1. Term

These Terms commence on the date that they are signed by you and will continue for as long as you continue to participate in the Program.

2. Bookings

Once you have signed up to the Somnio Plus Program you will need to book via app.citushealth.com/ (**Booking Portal**). Citus Health is a member of the ResMed Group and the Booking Portal is used to facilitate telehealth appointments and consultations. A ResMed Sleep Coach* will assist you with the booking process. ResMed may, from time to time and in its discretion provide additional teleconsultation time beyond the standard 1 hour teleconsultation package (compromising 3 x 20 minute video sessions across the 10 week Program).

You acknowledge that your Personal Information (a that term is defined in the Privacy Act 1988 (Cth)) will be managed in line with the Booking Portal's privacy policy, located at <https://www.citushealth.com/privacy-policy/>.

If you cannot make your original appointment time and do not reschedule your appointment(s) within 72 hours, you will not be entitled to a refund.

3. Ongoing Access to the Program and Program Changes

We reserve the right to change or discontinue the Program, without liability to you. If we discontinue the Program, we will notify you through a written notice. and we will provide you with a refund of any amounts paid by you in connection with the Program that relate to services you have not been able to use as a result of that discontinuation.

ResMed does not provide clinical services, nor does it have any control over the services provided by the health care professionals it contracts with. Each health care professional exercises their own independent judgement in the performance of clinical services.

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Except to the extent that we make such warranties in the Consumer Guarantees (defined below) in clause 8 below, we do not warrant that the quality of any services, information or other materials provided by you in connection with the Program will meet your needs or expectations.

4. Pricing and Payment

All prices and offers are in Australian dollars unless otherwise stated and are subject to availability and may change before (but not after) we accept your order.

Unless otherwise stated, all are inclusive of GST or any other value added or withholding taxes. In relation to any GST payable for a taxable supply (under GST Law) by a party, the recipient of the supply will pay the GST subject to the supplier providing a tax invoice (as defined under GST Law). Terms used in this clause which are defined in the GST Act have the same meaning as in the GST Act. For the purpose of this clause "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

We do not store your credit card details. Your payment is processed by a Payment Card Industry accredited third party, which performs the financial transaction, and returns the approval code to us. Whilst we employ the latest technology, we exclude any and all liability for any loss or damage (whether direct or indirect) suffered by you if your credit card is fraudulently used or is used in an unauthorised manner by a third party.

We will send you a tax invoice when your Products are delivered to you. Your tax invoice is your proof of purchase and may be required for warranty claims.

5. Privacy

We may collect, use and store your Personal Information in accordance with these Terms, our Privacy Policy, and the Privacy Act 1988 (Cth), including for the purposes of making available the Program, assessing your eligibility to participate in the Program, and complying with our legal obligations. You represent and warrant to us that the Personal Information you provide to us in connection with the Program is, to the best of your knowledge, complete and accurate.

Your Personal Information, including Sensitive (health) Information, will be used by ResMed to deliver the Program to you. This may include de-identifying your Personal Information for Program evaluation and development. Please review our [Privacy Policy](#) so that you understand the specific ways in which we may collect and use your Personal Information.

6. Marketing and Communications

We will use the contact information you provided us if we need to contact you about these Terms or the Program. We may also contact you from time to time for marketing and promotional purposes, in accordance with the Spam Act 2003 (Cth). In each message we send, we will provide you an option to opt-out of further marketing communications from us.

However, if you do not wish to receive these messages at all, please email

sleeptest@resmed.com.au

7. Liability and Indemnity

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Except for any liability under the Consumer Guarantees and to the maximum extent permitted by law, ResMed, its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) and their respective employees, contractors, subcontractors, officers, agents, representatives, successors and assigns (together, the ResMed Parties) exclude all responsibility and liability to you in contract, tort, at common law or otherwise for any Loss you suffer, directly or indirectly, from or in connection with your participation in the Program, including in relation to any special, indirect or consequential Loss.

You acknowledge that your participation in the Program involves the receipt of services from third parties over which ResMed has no control. Accordingly, you:

- (a) agree to indemnify and hold harmless the ResMed Parties from and against any loss or damage suffered or incurred by the ResMed Parties, or any claim or demand made against any of the ResMed Parties, arising out of or in connection with your participation in the Program; and
- (b) to the maximum extent permitted by law, and in consideration of you being allowed to participate in the Program, waive, release and discharge the ResMed Parties from any and all responsibility and liability arising in connection with your participation in the Program, and from any claims that may accrue now or in the future in connection with your participation in the Program.

To the extent permitted by law, we exclude from these Terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under the Consumer Guarantees, as defined in clause 10 below), the exclusion of which would contravene legislation or cause part or all of this section to be void).

8. Consumer Guarantees

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods, to cancel the contract for the service, and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

9. Termination

You may terminate these Terms and your involvement in the Program at any time by giving us at least 10 working days' written notice. We may terminate these Terms immediately with notice to you if you breach these Terms. We may also suspend your involvement in the Program, without prior notice or liability to you, for any reason whatsoever.

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10. Survival

Clauses 5, 6, 7, 8, 12 and 15 survive the termination or expiry of these Terms and your participation in the Program.

11. Contact Us

If you want to discontinue your participation in the Program, have any complaints, or wish to discuss any matter in respect of the Program or these Terms, you can contact us via sleeptest@resmed.com.au

12. Governing Law

These Terms are governed by the laws of the State of New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia and the courts having appeal from them.

13. Misc

We reserve the right at any time to modify these Terms and to impose new or additional terms or conditions. Such modifications and additional terms and conditions will be effective immediately and will apply to future orders you make with us.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms of Use whether in whole or in part without our prior written consent.

If any provision of these terms in this Terms is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which will continue to have full force and effect. Only the parties to these Terms may seek to enforce them.

We do not waive a right, power or remedy in connection with these Terms if we fail to exercise or delay in exercising the right, power or remedy.