### WEBSITE TERMS AND CONDITIONS OF USE

#### 1. About the Website

- (a) Welcome to Bloody Good Tests (bloodygoodtests.com.au) (Website). The Website is a platform for customers to purchase health screening and private pathology testing services (Services). This Service is not intended for you if you suffer from complex illness or complex illnesses. You should continue regular visits to your doctor and not rely solely on our Services as a substitute.
- (b) The Website is operated by Bloody Good Tests Pty Ltd (ACN 667 990 963). Access to and use of the Website, or any of its associated Products or Services, is provided by Bloody Good Tests Pty Ltd. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (c) Bloody Good Tests Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Bloody Good Tests Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.
- (d) The test results and any accompanying comments or interpretations we provide are solely for informational purposes. While they can offer insights to help you understand your health, they are not designed to serve as a clinical diagnosis. Our service is not an alternative to thorough medical investigation and professional advice, as we do not offer clinical or diagnostic services related to the tests. The comments we provide are based on the information available to us at the time, which may not be comprehensive enough to fully understand your overall health or specific medical conditions. If you have concerns about your health or your test results, we strongly advise discussing them with your GP or a doctor.

## 2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Bloody Good Tests Pty Ltd in the user interface.

After placing an order, you will receive a test kit through the mail or obtain a pathology request form for your ordered tests. Be aware that each test kit or pathology request form is valid for only

120 days from the order date. Should you use a test kit or pathology request form beyond this 120 day period, additional charges may apply.

Pathology request forms must only be used exclusively at the collection centers listed on our Website.

## 3. Registration to use the Services

- (a) In order to access the Services, you must first register for an account through the Website (Account).
- (b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
  - (i) Email address
  - (ii) Mailing address
  - (iii) Telephone number
  - (iv) Password
  - (v) Gender & date of birth
- (c) You warrant that any information you give to Bloody Good Tests Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- (d) Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- (e) You may not use the Services and may not accept the Terms if:
  - (i) you are not of legal age to form a binding contract with Bloody Good Tests Pty Ltd; or
  - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

## 4. Your obligations as a Member

- (a) As a Member, you agree to comply with the following:
  - (i) you will use the Services only for purposes that are permitted by:
    - (A) the Terms; and
    - (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
  - (ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
  - (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Bloody Good Tests Pty Ltd of

- any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Bloody Good Tests Pty Ltd providing the Services:
- (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Bloody Good Tests Pty Ltd;
- (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Bloody Good Tests Pty Ltd for any illegal or unauthorised use of the Website; and
- (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

### 5. Payment

- (a) All payments made in the course of your use of the Services are made using a debit or credit card. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the a debit or credit card terms and conditions which are available on their website.
- (b) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- (c) You agree and acknowledge that Bloody Good Tests Pty Ltd can vary the Services Fee at any time.
- (d) We reserve the right to charge you additional fees where you visit a collection centre that is not specified on our Website.
- (e) We reserve the right to impose extra charges if a pathology request form is used more than once at a collection center. Please note that these forms are intended for single use only, and tests included on a single pathology request form cannot be divided over multiple visits to a collection center.
- (f) We reserve the right to apply additional fees if you use one or several pathology request forms without our authorisation, beyond the 120 day validity period, without our

permission, or if you use a pathology request form to request tests that were not purchased through our Website.

## 6. Cancellation Refund Policy

- (a) Bloody Good Tests Pty Ltd will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of Bloody Good Tests Pty Ltd makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (**Refund**).
- (b) Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the Australian Consumer Law.
- (c) Please email support@bloodygoodtests.com.au to request a refund with details of your order, including:
  - (i) the date it was placed
  - (ii) your name and
  - (iii) your order reference number
- (d) You have the option of canceling your order within 30 days of purchase, in which case we will provide you with a refund less a \$10 cancelation charge for processing the pathology referral (this is subject to the restriction at clause 6e). You will not be eligible to receive a refund if you cancel outside of this time period.
- (e) If we receive your refund request after your blood sample has been processed by the laboratory, but before it has been uploaded to your account, we'll refund you 10% of the test price. We cannot process any refunds if your testthese results and report have been uploaded to your dashboard.
- (f) We will reimburse you using the same means of payment as you used for the initial transaction unless agreed otherwise (subject to satisfactory confirmation). If you are entitled to a refund we will process your refund within 7 business days of receiving your cancellation request.

### 7. Samples and Test Results

- (a) Any biological sample you submit, including blood, tissue, bodily fluid, or other types, will be exclusively analysed for the specific test or tests you have ordered when sent to one of our laboratories.
- (b) For some tests, it's essential to fast for a specified period, avoid alcohol before sample collection, take your sample at a particular time, or adhere to other specific preparation guidelines. We'll supply detailed instructions for any test you order that necessitates special sample preparation. It's crucial that you follow these guidelines meticulously to guarantee accurate test results. Please be aware that if these instructions are not followed, Bloody Good Tests cannot be held accountable for any resulting impact on your test outcomes.

- (c) Some tests may include automated comments from a doctor attached to your results.

  These comments are generated based on well-established, evidence-based guidelines.
- (d) We will send your pathology test results via email within 24 to 48 hours, though some less common tests may require additional time. The results will come with a clear reference indicating whether they are within normal or abnormal ranges. In the event of significantly abnormal results, an Australian medical practitioner will review them and help you in accessing appropriate medical care. Please note, that as an online service, we do not provide a traditional doctor-patient relationship. For further advice, we advise discussing your pathology test results with your regular medical practitioner.

# 8. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Bloody Good Tests Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Bloody Good Tests Pty Ltd or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Bloody Good Tests Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
  - (i) use the Website pursuant to the Terms;
  - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
  - (iii) print pages from the Website for your own personal and non-commercial use.

Bloody Good Tests Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Bloody Good Tests Pty Ltd.

- (c) Bloody Good Tests Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
  - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
  - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (d) You may not, without the prior written permission of Bloody Good Tests Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third

party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

# 9. Privacy

Bloody Good Tests Pty Ltd takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Bloody Good Tests Pty Ltd's Privacy Policy, which is available on the Website.

### 10. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
  - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (ii) Bloody Good Tests Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Bloody Good Tests Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Bloody Good Tests Pty Ltd) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
  - failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);

- (iii) costs incurred as a result of you using the Website, the Services or any of the products of Bloody Good Tests Pty Ltd; and
- (iv) the Services or operation in respect to links which are provided for your convenience.
- (d) We make no warranties about the Services being able to prevent disease.
- (e) Our Services are not a substitute for medical advice and medical treatment.

## 11. Limitation of liability

- (a) Bloody Good Tests Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that Bloody Good Tests Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

## 12. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Bloody Good Tests Pty Ltd. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, Bloody Good Tests Pty Ltd will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

### 13. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Bloody Good Tests
  Pty Ltd as set out below.
- (b) If you want to terminate the Terms, you may do so by:
  - (i) providing Bloody Good Tests Pty Ltd with 14 days' notice of your intention to terminate; and
  - (ii) closing your accounts for all of the services which you use, where Bloody Good Tests Pty Ltd has made this option available to you.

Your notice should be sent, in writing, to Bloody Good Tests Pty Ltd via the 'Contact Us' link on our homepage.

- (c) Bloody Good Tests Pty Ltd may at any time, terminate the Terms with you if:
  - (i) you have breached any provision of the Terms or intend to breach any provision;

- (ii) Bloody Good Tests Pty Ltd is required to do so by law;
- (iii) the provision of the Services to you by Bloody Good Tests Pty Ltd is, in the opinion of Bloody Good Tests Pty Ltd, no longer commercially viable.
- (d) Subject to local applicable laws, Bloody Good Tests Pty Ltd reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Bloody Good Tests Pty Ltd's name or reputation or violates the rights of those of another party.

## 14. Indemnity

You agree to indemnify Bloody Good Tests Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so;
- (c) the inability of a collection or testing center to perform some or all of your tests;
- (d) any harm, including but not limited to bruising, infection, or localized pain, incurred during or as a consequence of any test;
- (e) your use of a collection or testing center that is not authorised by us;
- (f) any delay in delivering your test results;
- (g) your neglect to follow our advice or suggested actions;
- (h) your omission in sharing your test results, whether partially or entirely, with a GP or another medical professional; and/or
- (i) any breach of the Terms.

## 15. Dispute Resolution

## 15.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

#### 15.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

#### 15.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Australian Mediation Association;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Brisbane, Australia.

#### 15.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

### 15.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

### 16. Venue and Jurisdiction

The Services offered by Bloody Good Tests Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

### 17. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding

mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns

# 18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.