



## WEB APP TERMS AND CONDITIONS OF USE (END-USERS)

### 1. About the Application

- 1.1** Welcome to mojoflo (the '**Application**'). The purpose of the Application is to provide customer (the '**End User**') business (the '**Business User**') relationship management services (the '**Services**').
- 1.2** The Application is operated by The Trustee for EJEAFamily Trust (ABN 21 693 626 561). Access to and use of the Application, or any of its associated Products or Services, is provided by The Trustee for EJEAFamily Trust. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Application, 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 Application, or any of its Services, immediately.
- 1.3** The Trustee for EJEAFamily Trust reserves the right to review and change any of the Terms by updating this page at its sole discretion. When The Trustee for EJEAFamily Trust 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.

### 2. Acceptance of the Terms

You accept the Terms by using or browsing the Application. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by The Trustee for EJEAFamily Trust in the user interface.

### 3. Registration to use the Services

- 3.1** In order to access the Services, you must first register for an account through the Application (the '**Account**').
- 3.2** 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:
- (a) Your name
  - (b) Telephone Number
  - (c) Email Address

- (d) Password
- (e) Medical information

**3.2** You warrant that any information you give to The Trustee for EJE Family Trust in the course of completing the registration process will always be accurate, correct and up to date.

**3.3** Once you have completed the registration process, you will be a registered member of the Application ('Member') and agree to be bound by the Terms.

**3.4** You may not use the Services and may not accept the Terms if:

- (a) you are not of legal age to form a binding contract with The Trustee for EJE Family Trust; or
- (b) 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**

**4.1.** As a Member, you agree to comply with the following:

- (a) you will use the Services only for purposes that are permitted by:
  - (i) the Terms; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) 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;
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify The Trustee for EJE Family Trust of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Application is limited, non-transferable and allows for the sole use of the Application by you for the purposes of The Trustee for EJE Family Trust providing the Services;
- (e) you will not use the Services or the Application in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of The Trustee for EJE Family Trust;

- (f) you will not use the Services or Application 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 Application;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Application without notice and may result in termination of the Services. Appropriate legal action will be taken by The Trustee for EJEAFamily Trust for any illegal or unauthorised use of the Application; and
- (h) you acknowledge and agree that any automated use of the Application or its Services is prohibited.

## **5. Payment**

- 5.1** No payment is required for your use of the Services if you are the End User (e.g. customer of a business) of the Application.
- 5.2** As an End User, Other payments may be required from the Business User in the course of your use of their services. These payments may be made using Square In using the Application, 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 Square terms and conditions which are available on their Application.
- 5.3** 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.
- 5.4** You agree and acknowledge that The Trustee for EJEAFamily Trust can vary the Services Fee at any time.

## **6. Refund Policy**

- 6.1** The Trustee for EJEAFamily Trust will only provide you as the Business User with a refund of the Services in the event they are unable to continue to provide the Services or if the manager of The Trustee for EJEAFamily Trust makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the 'Refund').
- 6.2** Refunds of payments made in the Application in relation to fees charged by the Business User to the End User are not the responsibility of the Application Owner

## **7. Copyright and Intellectual Property**

**7. 1.** The Application, the Services and all of the related products of The Trustee for EJEAFamily Trust are subject to copyright. The material on the Application 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 Application (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by The Trustee for EJEAFamily Trust or its contributors.

**7. 2.** All trademarks, service marks and trade names are owned, registered and/or licensed by The Trustee for EJEAFamily Trust, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

- (a) use the Application pursuant to the Terms;
- (b) copy and store the Application and the material contained in the Application in your device's cache memory; and
- (c) print pages from the Application for your own personal and non-commercial use.

The Trustee for EJEAFamily Trust does not grant you any other rights whatsoever in relation to the Application or the Services. All other rights are expressly reserved by The Trustee for EJEAFamily Trust.

**7. 3.** The Trustee for EJEAFamily Trust retains all rights, title and interest in and to the Application and all related Services. Nothing you do on or in relation to the Application will transfer any:

- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
- (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
- (c) 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), to you.

**7. 4.** You may not, without the prior written permission of The Trustee for EJEAFamily Trust 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 Application, which are freely available for re-use or are in the public domain.

## **8. Privacy**

The Trustee for EJEAFamily Trust takes your privacy seriously and any information provided through your use of the Application and/or Services are subject to The Trustee for EJEAFamily Trust's Privacy Policy, which is available at [mojofo.co/privacy](http://mojofo.co/privacy).

## **9. General Disclaimer**

**9. 1.** 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.

**9. 2.** Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) The Trustee for EJEAFamily Trust 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.

**9. 3.** Use of the Application and the Services is at your own risk. Everything on the Application 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 The Trustee for EJEAFamily Trust make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of The Trustee for EJEAFamily Trust) referred to on the Application. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) 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;

- (b) the accuracy, suitability or currency of any information on the Application, the Services, or any of its Services related products (including third party material and advertisements on the Application);
- (c) costs incurred as a result of you using the Application, the Services or any of the products of The Trustee for EJEa Family Trust; and
- (d) the Services or operation in respect to links which are provided for your convenience.

## **10. 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 The Trustee for EJEa Family Trust. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, The Trustee for EJEa Family Trust 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.

## **11. Limitation of liability**

- 11. 1.** The Trustee for EJEa Family Trust'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.
- 11. 2.** You expressly understand and agree that The Trustee for EJEa Family Trust, 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. Termination of Contract**

- 12.1** The Terms will continue to apply until terminated by either you or by The Trustee for EJEa Family Trust as set out below.
- 12. 2.** If you want to terminate the Terms, you may do so by:
- 12. 3.** The Trustee for EJEa Family Trust may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) The Trustee for EJEAFamily Trust is required to do so by law;
- (c) the provision of the Services to you by The Trustee for EJEAFamily Trust is, in the opinion of The Trustee for EJEAFamily Trust, no longer commercially viable.

**12. 4.** Subject to local applicable laws, The Trustee for EJEAFamily Trust 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 Application or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts The Trustee for EJEAFamily Trust's name or reputation or violates the rights of those of another party.

### **13. Indemnity**

**13. 1.** You agree to indemnify The Trustee for EJEAFamily Trust, 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 Application or attempts to do so; and/or
- (c) any breach of the Terms.

### **14. Dispute Resolution**

**14. 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).

**14.2.** 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.

**14.3.** Resolution:

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

- (a) Within 14 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, 14 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 President of the Conflict Resolution Service or his or her nominee;
- (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 pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in The Concept 14 Newspaper Place, Maroochydore, Queensland, 4558, Australia.

#### **14. 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.

#### **14. 5. Termination of Mediation:**

If 2 weeks 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.

### **15. Venue and Jurisdiction**

The Services offered by The Trustee for EJEAFamily Trust is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Application, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

### **16. 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.

### **17. Independent Legal Advice**

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

### **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.

**Approved  
by**

Signature:



Esmeralda Bonarioni-Gowing

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Full Name:

Date: May 6<sup>th</sup>, 2024



## WEB APPLICATION PRIVACY POLICY

### 1. We respect your privacy

1.1. The Trustee for EJEAFamily Trust respects your right to privacy and is committed to safeguarding the privacy of our web app users. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). This policy sets out how we collect and treat your personal information.

1.2. "Personal information" is information we hold which is identifiable as being about you.

### 2. Collection of personal information

2.1. The Trustee for EJEAFamily Trust will, from time to time, receive and store personal information you enter onto our website and web applications, provided to us directly or given to us in other forms.

2.2. You may provide basic information such as your name, phone number, address and email address to enable us to send information, provide updates and process your product or service order. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information, or communicate with our customer support.

2.3. Additionally, we may also collect any other information you provide while interacting with us, including digitally captured imagery of treatment services and personal medical conditions relating to a treatment service.

### 3. How we collect your personal information

3.1. The Trustee for EJEAFamily Trust collects personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and web application. We may receive personal information from third parties. If we do, we will protect it as set out in this Privacy Policy.

### 4. Use of your personal information

4.1. The Trustee for EJEAFamily Trust may use personal information collected from you to provide you with information, updates and our services. We may also make you aware of new and additional products, services and opportunities available to you. We may use your personal information to improve our products and services and better understand your needs.

4.2. The Trustee for EJEAFamily Trust may contact you by a variety of measures including, but not limited to telephone, email, SMS or mail in order to improve the service offered to you.

4.3. You may choose the option to not receive correspondence from The Trustee for EJEAFamily Trust or any of its application users within your personal account set up by the application user.

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## **5. Disclosure of your personal information**

- 5.1. We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Policy. Personal information is only supplied to a third party when it is required for the delivery of our services.
- 5.2. We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.
- 5.3. We may also use your personal information to protect the copyright, trademarks, legal rights, property or safety of The Trustee for EJEa Family Trust, [www.costattclinic.com.au](http://www.costattclinic.com.au), its customers or third parties.
- 5.4. Information that we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia.
- 5.5. If there is a change of control in 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 under an agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.
- 5.6. By providing us with personal information, you consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose your personal information to third parties, we will request that the third party follow this Policy regarding handling your personal information.

## **6. Security of your personal information**

- 6.1. The Trustee for EJEa Family Trust is 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 information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.
- 6.2. The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us, or receive from us. 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 this Privacy Policy.

## **7. Access to your personal information**

- 7.1. All your personal information we store is fully accessible via our web application. You may request a copy of this information in another format by emailing us at [admin@ejea.com.au](mailto:admin@ejea.com.au).
- 7.2. We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

## **8. Complaints about privacy**

- 8.1. If you have any complaints about our privacy practices, please feel free to send in details of your complaints to PO Box 9106 Pacific Paradise QLD 4564. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.
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## **9. Changes to Privacy Policy**

9.1. Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review our Privacy Policy.

## **10. Web Application**

10.1. *Our Web Application* - When you visit our web application ([mojofo.co/app](https://mojofo.co/app)) we may collect certain information such as browser type, operating system, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

10.2. *Cookies* - We may from time to time use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. However, this may prevent you from taking full advantage of our website.

10.3. Our website may from time to time use cookies to analyse website traffic and help us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through third party services such as Google AdWords. These ads may appear on this website or other websites you visit.

10.4. *Third party sites* - Our site may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that The Trustee for EJEa Family Trust is not responsible for the privacy practices of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.

## **11. Digital Imagery**

11.1. If you undertake a service with us, we will capture and store digital imagery of a treatment area, before and after the service is provided. This is a requirement set by our insurers.

11.2. These images may additionally be used in the promotion or operational processes of the business entities of The Trustee for EJEa Family Trust.

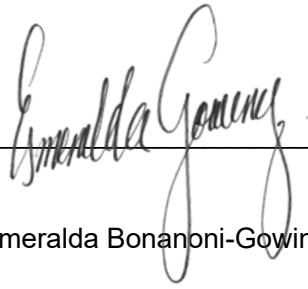
11.3. If you wish that imagery of you is not used for the purposes described in paragraph- 11.2, you should indicate this at the time of your treatment on Patient Profile Preferences or, by email to [admin@ejea.com.au](mailto:admin@ejea.com.au)

11.4. Copies of imagery of you may be viewed by signing into the web application, or by contacting us by email to [admin@ejea.com.au](mailto:admin@ejea.com.au)

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**Approved by**

Signature: \_\_\_\_\_

A handwritten signature in black ink, written in a cursive style, that reads "Esmeralda Bonanoni-Gowing". The signature is written over a horizontal line.

Esmeralda Bonanoni-Gowing

Full Name:

Date: May 2nd, 2024