

Privacy Policy and Terms and Conditions

Introduction

This Privacy Policy and Terms and Conditions apply to the use of the Doctorconsult app, sold by Toolii Pty Ltd (referred to as "the Company" or "we"). By using the app (referred to as "the App") or engaging with the Company, you consent to the collection, use, and disclosure of certain personal and health information as outlined in this document.

Definitions

- **Personal Information:** Information identifiable to an individual, provided by you, your employees, or clients, that is collected and held by the Company.
 - **Health Information:** Any information collected by a health professional about an individual for the purpose of providing health services.
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Services Offered by the App

The Doctorconsult app provides a platform for health practitioners ("Practitioners" or "you") to consult with patients ("Patients") and includes functionalities for:

1. **Transcription:** Using a voice-to-text API (Text-API) to transcribe Consultations and other dictations.
2. **Medical Notes:** Converting transcriptions into health notes and other documentation to assist Practitioners via a large-language-model API (LLM).
3. **AI Suggestions:** Offering AI-generated medical information such as differential diagnoses, treatment advice, medication information, and custom patient information sheets. *Note: AI suggestions should be reviewed by a qualified healthcare provider, as we do not assume medico-legal liability for these recommendations.*

These features are collectively referred to as "the Services."

Data Handling and Storage

The App is designed to operate directly on your device rather than through cloud storage. Therefore, any Health Information entered for Transcription or Medical Notes remains local to your device and is only processed by the Text-API and LLM-API. However, Personal Information you provide during account creation is collected by the Company solely to facilitate the Services and will only be shared as required for service provision.

Collection of Personal Information

The Company may collect various types of Personal Information through your use of the App, such as:

- **Account Registration Details:** Information like full name, employment details, and contact information, collected to operate the App securely.
- **App Usage Details:** Data including operating system, MAC address, IP address, and App version.
- **Service Interaction Details:** Usage patterns of the Services, such as frequency and types of API interactions.

Health Information provided for clinical purposes (e.g., patient medical history, age, treatment details) is processed locally on your device via the APIs but not stored by the Company. More information about the Text-API and LLM-API terms is available below.

De-identified Information Usage

Doctorconsult Health may de-identify health information for purposes such as enhancing App functionality. De-identified data may be shared with third parties but will be anonymized to prevent re-identification.

Third-Party Functionality

Doctorconsult uses certain third-party applications and services. You agree to comply with any additional terms related to these third-party functionalities. Non-compliance may lead to account termination.

Important Privacy Notice

When using Transcription, Medical Notes, or AI Suggestions, avoid entering personally identifying information about Patients (such as full names, contact details). It is recommended to add identifying information only after using the Services.

Use and Disclosure of Personal Information

The Company may use Personal Information to:

1. Enable access to the Services.
2. Provide requested products or services.
3. Track and analyze App usage for improvement.
4. Communicate with third-party providers for service provision.
5. Collect payments and address customer inquiries.

The Company will not disclose Personal Information unless required by law, related to service provision, or consented to by you. Note that the Company is not responsible for how third-party services (e.g., Text-API and LLM-API) may use information you disclose in using the App.

Disclosure of Personal Information Overseas

1. We may share your Personal Information with overseas recipients for the purposes outlined in this Policy. By providing your Personal Information, you consent to its transfer, storage, and processing outside of Australia. The Text-API, LLM-API, and our payment gateway providers have servers in multiple locations globally, including the United States, European Union, and Australia.
2. As per the current Third Party Terms, these providers do not permanently store data they receive or use it for other purposes.
3. When using the LLM-API, any content you upload or publish for AI Suggestions, Medical Notes creation, or modification will be governed by the LLM-API's terms and conditions and API data usage policies. Doctorconsult has opted out of the LLM-API's use of your data to train or improve models; however, data may be retained for up to 30 days for misuse monitoring, after which it will be deleted unless otherwise required.
4. Use of the Text-API also subjects your data to its terms and conditions and data usage policies.
5. Should these third-party providers change their server locations or privacy-related terms, we will make reasonable efforts to notify you of these changes within 15 business days.
6. The Company will regularly review its practices on overseas data disclosures to ensure compliance with this Policy and relevant data protection laws. Any identified issues will be promptly addressed.

Security of Personal Information

- You must notify the Company of any changes to your Personal Information to ensure that it is accurate and up-to-date, which is essential for delivering the Services effectively.
- We use reasonable technical measures and business processes to protect Personal Information from misuse, loss, unauthorized access, modification, and disclosure. However, the Company is not liable for any unauthorized access to or distribution of this information.

- When Personal Information is no longer required for the provision of Services and not legally necessary to retain, we will take all reasonable steps to destroy or permanently de-identify it.

Intellectual Property

1. Our Intellectual Property Rights

- a. All rights, title, and interest in Doctorconsult, including all content (text, graphics, logos, software, etc.), are owned or licensed by us unless otherwise stated.
- b. You grant Doctorconsult Health a non-exclusive, worldwide, perpetual, royalty-free license to use any feedback you provide for business improvement and product enhancement.

Confidential Information

1. You must not disclose any content or confidential information obtained through the use of Doctorconsult, except in the following cases:
 - a. Disclosure to personnel who need to know;
 - b. Legal requirements;
 - c. When the information is independently obtained outside of any confidentiality breach.Information in the public domain (not due to a confidentiality breach) is not considered Confidential Information.
2. Confidential Information must be kept secure, with all reasonable precautions taken against unauthorized disclosure. Notify us promptly of any suspected or actual security breach involving Doctorconsult or its content.

Limitations

1. Technical Requirements

You are responsible for ensuring that your systems can work with Doctorconsult.

2. No Professional Medical or Healthcare Advice

- a. Doctorconsult is intended solely for administrative support. You are responsible for making any final clinical or medical decisions.
- b. Doctorconsult does not:
 - Serve as a medical device;
 - Provide or replace professional medical advice, diagnosis, or treatment recommendations;
 - Directly impact a patient's physical or mental health; or

- Diagnose or treat any patient condition directly. c. Do not imply that Doctorconsult or its content can be relied upon as professional medical advice without independent review by a qualified practitioner. d. We make no representations or warranties regarding treatment, medication suitability, or outcomes based on Doctorconsult content. We are not liable for any damages arising from its use.

3. Notification of Adverse Events

Notify Doctorconsult immediately if you become aware of any issues that may affect patient safety or identify deficiencies in quality, safety, or performance.

Suspension and Termination

1. Suspension

We aim to provide advance notice for any service interruptions or suspensions of Scribe where practicable, communicating this to you within a reasonable timeframe. However, we reserve the right to restrict, suspend, or terminate your access to Scribe without prior notice, though we will endeavor to notify you beforehand when possible. To the fullest extent permitted by law, we will not be liable for any losses, costs, damages, or liabilities that may result.

2. Termination

a. You may end your use of Doctorconsult (and thereby these Terms) by contacting support or adjusting your Account settings. Doctorconsult does not offer refunds for fees or payments already made. b. We may terminate these Terms if:

- (i) We reasonably believe you have breached any of the Terms;
- (ii) We withdraw Doctorconsult from the market, in which case you may be entitled to a pro rata refund of any paid fees; or
- (iii) We determine it necessary to comply with applicable law.

Except as specified in these Terms or required by law, no refunds will be issued for fees or other amounts paid upon termination.

Indemnity

You agree to indemnify, hold harmless, and release Doctorconsult and its affiliates from any loss, liability, claim, action, or expense arising from: a. Any claim by a patient regarding your actions or omissions, except where due to Doctorconsult's unlawful or willful misconduct; b. Any negligence or failure to comply with laws (including privacy and professional obligations) related to these Terms; c. Any willful, unlawful, fraudulent,

or negligent act or omission by you or your personnel; d. Any harm or damage to property, injury, or death caused by your or your personnel's actions; e. Your use of Doctorconsult, Doctorconsult Content, or related services, unless due to Doctorconsult's unlawful or willful misconduct; and f. Any intellectual property infringement or misappropriation connected to Doctorconsult or its services by you or your personnel, except where caused by Doctorconsult's actions.

Liability

1. Disclaimer

a. Doctorconsult utilizes AI and machine learning, and while accuracy is a priority, content generated by Doctorconsult may sometimes be inaccurate, incomplete, or inappropriate. You are responsible for evaluating its accuracy, including performing manual reviews as necessary, to ensure it aligns with your input. b. To the maximum extent allowed by law, Doctorconsult, Doctorconsult Content, and related services are provided "as is" without warranties or guarantees. We are not liable for direct or indirect losses or damages that may occur, including:

- i. From your use of Doctorconsult, related services, and/or any provided content;
- ii. Due to service inaccessibility, including data loss or corruption;
- iii. From unauthorized access or changes to data entered or produced by Doctorconsult;
- iv. Due to issues with communications, performance, security, or data corruption in transmission services by third parties;
- v. If content is outdated, incomplete, or incorrect; and/or
- vi. For damage to your systems caused by using Doctorconsult or a linked site.

Access to Personal Information

Upon request, you may contact the Company to learn what Personal Information is held about you, for what purposes, and how it is collected, used, and disclosed. The Company may charge a reasonable administrative fee for providing this access.

Identifiers and Anonymity

1. We may retain, collect, and analyze Personal Information for internal statistical purposes. You agree that any shared or transferred data will be de-identified before sharing with third parties.
2. The Company may use cookies to enhance your service experience. Cookies do not harm your computer, but disabling them may limit your access to some features.

Sensitive Information

Sensitive information (such as racial origin, religious beliefs, or health information) will only be used by the Company for:

1. The primary purpose for which it was obtained;
2. A directly related secondary purpose;
3. With your consent; or
4. As required by law.

Complaints About Privacy

If you have concerns about our Privacy Policy or practices, please contact the Company. Identify if your complaint concerns:

- Collection, use, or disclosure of Personal or Health Information;
- Security, accuracy, or access to this information;
- A refusal to provide, amend, or delete such information. We take complaints seriously and will investigate promptly. If you are unsatisfied with the outcome, we will advise on further steps, including contacting the Office of the Australian Information Commissioner.

Miscellaneous

1. No Partnership or Agency

Nothing in this Policy creates a partnership between you and the Company. Neither party may act as the other's agent or bind the other to any obligation.

2. Waivers

Waivers of this Policy are rare, require a written agreement, and will only be considered in exceptional circumstances.

3. Governing Law & Jurisdiction

This Policy is governed by the laws of Victoria, Australia. Disputes will be resolved exclusively in Melbourne, Victoria, Australia.

Variations to This Policy

This Policy is available on the Doctorconsult website and app. The Company reserves the right to modify it at any time. By continuing to use our services, you agree to the latest version of the Policy.

Contact

For questions about this Privacy Policy, please contact the Company.

