

Blua terms and conditions

Welcome to Blua! When you access or use Blua at blua.bupa.com.au ("Website"), you agree to be bound by these terms and conditions ("Terms").

Access to and use of this Website is provided by Bupa Telehealth Pty Ltd (ABN 31 142 900 472) trading as Blua ("Blua", "We", "Us" and "Our") on the following Terms.

We reserve the right to change these Terms, the Website and any content available on or accessible from this Website ("Content") at any time by publishing these changes online. By continuing to use the Website, you are taken to have accepted any changes to the Terms.

For further details please contact Us on support@blua.com.au.

For our Chemist2U Delivery Service terms, see clause 8 of these terms.

1. Blua

Blua provides the platform (via the Website) which enables you to book and manage appointments for telehealth general consultation services.

2. Terms of service

Blua provides the platform (via the Website) which enables you to book and manage appointments for telehealth general consultation services.

2.1 Separate agreements with Doctors on Demand

The telehealth general consultation services that may be booked via the Website are provided by Blua in partnership with Doctors on Demand Pty Ltd (ACN 763 372 570). When you book and attend an appointment with Doctors on Demand, an agreement is also entered into directly between you and Doctors on Demand. This separate agreement is subject to Doctors on Demand's terms and conditions.

2.2 Disclaimer

To the extent permitted by law, Blua, its affiliates and related bodies corporate

(as defined by the Corporations Act 2007 (Cth)), will not be liable (whether in contract, tort (including negligence) or otherwise) for any loss or damage (whether direct, indirect, special or consequential) suffered by you in connection with your use of or access to this Website and its Content, or any failure to provide this Website or particular Content.

To the extent permitted by law, Blua is not liable or responsible for:

- a. failure to complete a booking on the Website;
- b. your reliance on the completeness, accuracy, suitability, currency or availability of the Website, its Content or a specific health practitioner.
- c. failure or delay of performance or 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.

2.3 Telehealth disclaimer

If you decide to book a telehealth general consultation appointment via the Website, Blua does not guarantee that this is an appropriate type of appointment for your particular health concern. At the start of each consultation, it is up to the doctor attending the consultation to determine what health services are clinically appropriate for your health needs, and whether a telehealth general consultation is an appropriate format to examine or review your health condition and provide any necessary advice or treatment.

Not all health services can be delivered via telehealth including for example, physical examinations and blood tests. If it's deemed not appropriate to deliver the health service you require via telehealth, the doctor attending the consultation will advise you of alternative health care options available to you (e.g. a face-to-face consultation).

2.4 Provider may change

Blua is entitled to update the provider of the telehealth general consultation services available on the Website.

2.5 Feedback

If you have a complaint or concern about the Website, the Content or the telehealth general consultation services that may be booked via the Website,

please let us know via support@blua.com.au.

3. Blua bookings

3.1 Accuracy of information

When you make a booking for an appointment using the Website, you will be required to provide specific personal information. You warrant that any information you provide to Us when you make a booking is true and correct and you will not omit information which is or may be relevant to your care.

If you are making a booking for someone other than yourself (e.g. a parent for a minor in their care), you must have that person's consent to provide the required personal information on their behalf.

3.2 Identity

When you make a booking via the Website, you warrant that you are the person attending the appointment (Patient), or an authorised person (e.g. carer, guardian, parent) of the Patient.

4. Disclaimer, liability limitation and indemnity

4.1 Limitation of liability

Blua's total liability to you (if any) arising out of or in connection with your access or use of the Website shall be limited, at our election, to:

- a. in the case of information or services supplied or offered by us for a fee - the re-supply of the information or services or payment of the cost of doing this. To the extent permitted by law, we accept no, and exclude all, liability for information or services supplied or offered by us for free; and
- b. in the case of goods supplied or offered by us for a fee - repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this. To the extent permitted by law, we accept no, and exclude all, liability for goods supplied or offered by us for free.

4.2 No advice given

The Content on this Website is not designed or intended to serve as a substitute for advice from a qualified healthcare professional. Content provided on this Website is general in nature and does not take into account the specific issue, complaint, problem or concern you may have.

Where We mention specific products or services on this Website, We do so for informational purposes only. This does not constitute a recommendation made by Blua, unless expressly stated.

You agree that you will not seek to rely upon the Content on this Website as health advice to remedy, address or self-treat any problems or concerns you may have either for yourself or for any other person.

For the sake of clarity, the Content on this Website does not include any verbal advice or materials that may be provided by the doctors booked through the Website.

4.3 No warranties

Blua does not guarantee or warrant:

- a. the quality, accuracy, completeness, suitability, currency or availability of the Website and its Content;
- b. that the Website functions will meet your requirements.

This Website and its Content are provided on an “as is” and “as available” basis, with no representations or warranties of any kind, either express or implied (except those which cannot be lawfully excluded).

You assume total responsibility and risk for your use of and reliance upon this Website and its Content.

4.4 Third party links

This Website may contain links to third party websites for your convenience, that are not owned or controlled by Blua (“External Web Sites”). We are not responsible for the content or operation of these External Web Sites. Unless expressly stated, links to External Web Sites do not constitute or imply endorsement by Blua of the information they contain, or any products or services they reference. Your navigation to any linked website is at your own risk.

4.5 Indemnity

You indemnify Blua and its affiliates and related bodies corporate against all liability, cost, expense, loss and damage incurred or suffered by Us as a direct or indirect result of you using this Website in a manner that breaches the rights of any third party including, without limitation, the third party’s rights to privacy.

Your liability under this indemnity will be reduced to the extent that the relevant loss or damage arises from a wrongful or negligent act or omission by Blua, or any of our agents, employees or contractors.

5. User conduct

5.1 Lawful and authorised use only

You must use this Website for lawful purposes only, including to access and view Content, make a booking, and to submit enquiries or feedback to Blua.

5.2 Prohibited use

You must not (a) use this Website in a manner which, or (b) upload, post, transmit or otherwise make available through this Website any material which:

- a. violates or infringes the rights of others (including intellectual property, any proprietary rights, rights of confidentiality, privacy rights or any contractual rights);
- b. impersonates any other person;
- c. is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person or which is reasonably likely to damage Blua's reputation or services;
- d. affects the functionality or operation of this Website or its servers or the functionality or operation of any user's computer systems or any device accessing the Website (for example, by transmitting a computer virus or other harmful code or component, whether or not knowingly).

6. Intellectual property notices

6.1 Copyright notice

Copyright in the Content (including text, graphics, videos, images, audio clips, plugins, architecture, coding, design elements and interactive features) is owned or licenced by Blua. You may download or print hard copies of Content for your personal, private, non- commercial use. Otherwise, you may not reproduce, adapt, upload to a third party, publish or communicate any of this Content without Our prior written consent (except as necessary for viewing the Content on your browser, or as permitted under the Copyright Act 1968

(Cth)).

Nothing that you do on or in relation to the Website and its Content will transfer any rights in same.

6.2 Trademark notice

“Bluea” (the word and the logo) and any other trademarks associated with Bluea, are trademarks owned by Bluea or its related bodies corporate. You may not use Our trademarks without Our written consent. Third party trademarks which feature on the Website are owned by the respective third party. The use of a third party trademark on Our Website does not indicate any association with, or endorsement by Bluea, of that third party or its products/ services.

7. Privacy and cookies

7.1 Privacy

Bluea takes your privacy seriously. Any personal information you provide through your use of the Website, will be handled in accordance with the [Bluea privacy policy](#).

7.2 Cookies

A "cookie" is a small text file placed on your computer by a web server when you access a website. Cookies are frequently used on websites. Cookies in themselves do not identify the individual user, just the computer used.

Bluea generally uses cookies to make a record of your visit to the Website and may log the following depersonalised information:

- a. your server address;
- b. your top-level domain name;
- c. the date and time of access to the Website;
- d. pages accessed and documents downloaded;
- e. the previous website visited;
- f. the type of browser software in use.

Bluea uses this information for various purposes including:

- statistical purposes;
- to enable you to access online services and improve your Website experience;

to determine whether you have previously used parts of the Website or to identify the pages you have accessed, but in each case, information collected cannot be used to personally identify you.

You can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. For example, you can set your browser to notify you when you receive a cookie or to reject cookies. However, if you decide not to display cookies, then you may not be able to gain access to all the Content and facilities of this Website.

8. Chemist2U Delivery Service

Your use of the Chemist2U Delivery Service is subject to our Chemist2U Delivery Service which you can view at [Blua Chemist Delivery Service Terms and Conditions](#).

9. General terms

9.1 Governing law

These Terms are governed by the law in force in Victoria, Australia. You agree that any disputes will be determined by the courts having jurisdiction in Victoria in accordance with laws in force in Victoria. You irrevocably and unconditionally submit to this jurisdiction.

9.2 Unenforceable terms

If any provision of the Terms is found by a court to be invalid or unenforceable, the invalidity or unenforceability of the remaining Terms will not be affected.

9.3 No offers where illegality arises

Nothing on this Website constitutes an offer to provide goods or services in any jurisdiction if to do so would contravene the laws of that jurisdiction.

9.4 Website may be unlawful outside Australia

Blua does not warrant that the Website or the Content complies with the laws of any country outside of Australia. If you access the Website or the Content from outside of Australia, you do so at your own risk and you accept responsibility for ensuring or confirming compliance with all laws that apply

to you as a result of that access or any consequent transactions or dealings with Blua.

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