

Privacy Policy

Privacy, Terms & Conditions

The explanations and information provided on this page are only general and high-level explanations and information on how to write your own document of a Privacy Policy. You should not rely on this article as legal advice or as recommendations regarding what you should actually do, because we cannot know in advance what are the specific privacy policies you wish to establish between your business and your customers and visitors. We recommend that you seek legal advice to help you understand and to as

We are the sole retail seller for the OCR tool to BP software. By purchasing this tool, you agree to our terms and conditions as well as the tool license agreement outlined in the tool license of the software company. Before purchasing this product please check whether this product suits you and your practice or organisation. Please read Terms and conditions and FAQ page prior to purchasing products from us.

Currently OCR to BP products work with Best Practice Software only. If you have a duplicate patient record in your clinical software or document cannot be read by our OCR tool, also when you have poor quality of documents or patient details cannot be found in your clinical software, this OCR tool will move the document from investigations folder to an error folder under investigations folder OR move the document from patient's correspondence folder to an error folder under patient's correspondence folder.

Please test some sample files before implementing this product in your production environment. It is your responsibility to monitor the progress of this tool on an on going basis as Instant medical Consult (IMC) is a reseller of this tool so IMC will not take any responsibility or liability for any defects. When you find defects, please contact us via contact us page so that development company can fix bugs of the tool.

You will not loose any files or documents as successful and unsuccessful document uploads are saved for future reference at your site. We do not keep any information as all your files are stored locally on your computer network. We respect and adhere to Australian Privacy Law Act.

We may display our clients/ medical clinics on our website. If you wish not to display your clinic name, please advise us.

Please read these Terms and Conditions carefully before buying or using this product. We are just a reseller for BP to OCR tool.

PRICE CHANGES

Prices are subject to change to maintain increasing cost. Price changes will be notified to customers at least 30 days before the change.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Country refers to: Australia
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to InstantMedicalConsult.com.au. (IMC.com.au)
- Device means any device that can access the Service such as a computer, a mobile phone or a digital tablet.
- Service refers to the Website.
- Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- Website refers to imc, accessible from <https://www.instantmedicalconsult.com.au>

- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Human in the loop

"Human in the loop" (HITL) for OCR Software Tool is highly recommended to check or investigate the validity of the processed documents and manual intervention documents produced by this software tool. Humans are highly recommended in the decision-making loop, overseeing or assisting the AI for this and all IMC Pty related software in tasks that require human judgment, learning, or correction. This collaboration improves AI accuracy, helps it learn from feedback, and ensures ethical and reliable outcomes.

Validation: Humans verify AI-generated results of OCR is to ensure accuracy and correctness and govern each organisation's AI processes are correct. This is the responsibility of each organisations who are using this product or any other products sold by IMC Pty Ltd. When you find any errors, please contact the support team.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your

privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied:

- (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon;
- (ii) that the Service will be uninterrupted or error-free;
- (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or
- (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Privacy Law

We do not store any patient information as they are stored in your local server or computer. But your clinic's details are protected as per the <https://www.oaic.gov.au/privacy/the-privacy-act> law.

Opt-in consent data, mobile numbers or personal information from mobile subscribers will not be shared or sold to third parties.

We handle all your data in accordance with Australian Privacy Law. If you agree you can choose not to use our ChatBot or VoiceBot services.

INFORMATION COLLECTION for Web-based, VoiceBot, Chatbot and SMS messaging:

We collect the following from users of our chatbots or voicebots regardless of whether they use a web-based or phone-based bots:

1. Date and time of questions posed to any chatbot or voicebots
2. Questions posed to any chatbot or voicebots by a user
3. Answers provided by any chatbot or voicebots to the user

We collect the following from users of our phone-based bots:

1. telephone numbers

We do not collect any other personally identifying information from users of our chatbots.

While using our website, for people who request to meet with us or provide information, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include but is not limited to your name ("Personal Information").

Security

The tool doesn't store patient data or files. All transactions occur in-memory. This tool accesses documents stored on the practice infrastructure, it only moves the file to a local folder when the transaction is completed, either to a local Success or Error folder. We always use the highest TLS standard available. We use frameworks to mitigate memory leaks.

Validation

You need to assign a staff to check the validity of document upload process as we do not take any medico legal liabilities.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Reconnection Fee

We charge \$250 to recommence/reconnect your services in the event you fail to settle your invoices.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 10 AUD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law. This is a tool to match patient name and date of birth before uploading. Therefore you need to check the accuracy of document

upload and it is the responsibility of the end user to check the accuracy as we do not take any liabilities for any mismatch of patients or files etc.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Please seek advice from your financial and legal team prior to purchasing and using this tool as we do not take any liabilities during usage of the tool.

Is the information disclosed to third parties?

The information collected by the App will only be disclosed to the Text-API, LLM-API or payment gateway for the purposes of delivering the App's functionality to the user.

Contact Us

If you have any questions about these Terms and Conditions, You can contact via contact form or call us on 1800934046