

## **MyScript –Terms of Service as at January 2020**

On this page of the website, the term “MyScript” or “us” or “we” or “our” refers to MyScript which is a Patient Online Ordering service that has been created by Rener Health Products. The term ‘you’ or ‘your’ refers to the user or viewer of our website, or the practitioner or the patient of the healthcare service provider as the context requires.

By purchasing something from us, you engage in our “Service” and agree to be bound by the MyScript terms and conditions (“**Terms of Service**”, “**Terms**”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### **1. General Conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You must be 18 years or older if you are a resident or citizen of Australia and you must have attained the age of majority in your country of residence to be eligible to use, access, register or purchase merchandise on the MyScript site. Where you are below 18 years, you are a resident or citizen of Australia or you have not attained the age of majority in your country of residence, your parent or legal guardian must act on your behalf.

You understand that your content (not including credit card information), may be transferred unencrypted and involve:

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.



You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

For optimal performance, Google Chrome or Firefox should be used when navigating our website. If you experience any issues when using our site, please check your browser first, then contact us for further assistance.

## **2. Modifications to the Service and prices**

Prices for our products and services are subject to change without notice. The price displayed on our site at the time of order will be reflected on your invoice. Your patient's eligibility to use the MyScript service is dependent on you maintaining your account with us in terms with the Rener Health Products Terms and Conditions that can be accessed at <https://myrener.com.au>

## **3. Our Service Hours**

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

Our operating hours are from 8.30 am to 4.30pm Monday, Tuesday, Thursday and Friday; Wednesdays between 9.30am to 4.30pm. You can contact us via phone on (08) 9311 6800 or via email at [orders@renerhealth.com](mailto:orders@renerhealth.com).

**Please be advised that we are a Western Australia based distribution company and as such operate within the Australian Western Standard Time zone (GMT+8). If you are based outside of Western Australia, kindly familiarise yourself with any time differences and accommodate your communications and orders accordingly. All timeframes and opening hours stated below are in GMT+8. Rener Health Products cannot be held liable/are not responsible for any issues involving time zone differences.**



**4. Personal Information**

Your submission of personal information through the website is governed by our [Privacy Policy](#).

**5. Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms, [Renner Health Products Terms and Conditions](#) and any policies or operating rules posted by us on this site constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

**6. Governing Law**

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Western Australia.

**7. Changes to Terms of Service**

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.



**8. Disclaimer of warranties; limitation of liability**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Rener Health Products, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.



### **MyScript Charges and Rebates**

In using the MyScript site, you acknowledge and agree to Rener Health Products retains 10% the wholesale value of each order, excluding freight charges. This charge assists in covering the maintenance costs of the MyScript Service and is deducted prior to the practitioner rebate being calculated.

Rebates are calculated as follows:

- (a) The practitioner sets the Mark Up "MU" that he wants to charge his patient.
- (b) Patients order and pay on MyScript at the allocated mark up or RRP price as determined by the practitioner.
- (c) Rener charges 10% for this service, the charge is calculated from the wholesale prices (excluding GST).
- (d) Once the order has been fulfilled, a rebate invoice will be generated and sent to the practitioner.
- (e) The rebate invoice is calculated on the difference between the marked-up prices and the wholesale price less the Rener Health Products charge.
- (f) You acknowledge that you will seek independent financial advice regarding the legal implications of the rebate.



## 9. Payment of Rebate

Provided your account has been maintained in accordance with [Rener Health Products regular Terms and Conditions of Trade](#) in that, you do not have any overdue invoices outstanding, any generated rebates will be paid into your nominated bank account on the 15<sup>th</sup> day of each month (or the next working day).

*The following rules will apply on the day of processing a rebate payment:*

The system will process payment for all rebate invoices based on invoices due dates, the system will check if any of below scenarios apply:

- (a) Practitioner has no balance, the rebate invoice / balance will be processed for payment on the 15<sup>th</sup> day of the following month (or the next working day);
- (b) Practitioner has an outstanding invoice which is not yet due on the day of processing the payment - Any rebates due will be paid on the 15<sup>th</sup> day of the following month (or the next working day);
- (c) Practitioner has a rebate balance due to them, however their invoices are currently overdue and payable immediately in accordance with our Terms and Conditions of Trade.
- (d) Where there is a refund to a patient, the rebate to the Practitioner will be adjusted.

If the overdue invoice value is less than the rebate amount due, Rener Health Products will allocate part of the rebate amount to pay the overdue invoice in full, then the Practitioner will need to contact Rener Health Products to arrange payment of the remaining rebate (this can be done via direct deposit or credit card).

If the overdue invoice value is more than the rebate amount due, Rener Health Products will allocate the entire rebate due to the overdue invoice. The Practitioner will be contacted to pay the remaining overdue total.

For convenience, the Practitioner may elect to access My Rener/Invoice Payment and manage payments and rebates.



## 10. Order/Invoice/Rebate Documentation

Upon each MyScript order, Practitioner can expect to receive:

- (a) Once the order is dispatched, the practitioner will receive a Rebate Adjustment Note via email.

Upon each MyScript order, patients can expect to receive:

- (a) An email confirmation detailing their order and any freight charges;
- (b) an email confirming payment has been received;
- (c) once the order has been completed, patients will receive an email with the order invoice attached;
- (d) The order itself will arrive at its destination without invoicing paperwork. Orders are to be checked against order confirmation or invoice emails within 5 working days.

## 11. Payment

All MyScript orders are to be paid in full upon submission of the order. MyScript accepts PayPal and Credit Card payments. Our eWay payment gateway processes online payments 24/7. eWay secures all your customer/patient credit-card data with military-grade software and servers with the highest level of encryption available. eWAY is [certified](#) as meeting Level 1 of the PCI DSS compliance criteria, which is the highest level of compliance available and is the same levels of data security of the biggest banks in the world.

## 12. Delivery Charges and Timing

All orders are dispatched using Australia Post within 24-48 hours of being received during normal working hours.

Nation-wide orders over \$99.00 incl. GST are freight free. Orders under this value incur a freight charge of \$9.90 incl. GST nation-wide.

International freight \$30.00 incl. GST for orders not exceeding 2 Kilo Grams (kg). For orders exceeding this threshold, we reserve the right to hold the order and contact you for an actual freight cost.

Nation-wide Metro Deliveries:	3 to 5 working days
Nation-wide Country Deliveries:	4 to 6 working days
Northern Territory and Remote Deliveries:	7 to 14 working days
International Freight Deliveries:	Dependant on the Country of delivery

### 13. International Orders

We are unable to accept any international returns in exchange for credits or refunds under any circumstances. No refunds will be provided if your parcel is lost in transit or goes missing once delivered. *International orders are made at your own risk. Please check the customs regulations in your country. The payment of duties and taxes are to be paid by the receiver. Refusal of payment may result in the parcel being sent back to us. We are unable to accept returns in exchange for credits or refunds under any circumstances.*

### 14. Tracking Orders

If patients have not received their order within the expected timeframe they are encouraged to contact our Customer Service Team for assistance with tracking their order. Alternatively, a tracking number will be provided for order tracking purposes.

### 15. Changes to Orders

We are unable to change/alter or add to orders submitted to us – patients are required to take care in ensuring their delivery address is correct and their product selection (including quantities) are correct prior to submitting their order. Kindly note that products can only be credited if deemed faulty or damaged on arrival by Rener Health Products.

Patients are to contact the Rener Health Products Customer Service Team with the following queries **within 5 days** of their order invoice:

- (a) A product has arrived damaged
- (b) They have not received the product they have ordered
- (c) They are missing a product from your order
- (d) There is a discrepancy on their order
- (e) They did not receive an order confirmation, payment or invoice email

It is important to note that we will be strictly unable to assist with any of the above claims after this time.



**16. Delivery Issues**

Patients are encouraged to contact us in the case of address or delivery errors or to track orders. Couriers will attempt to deliver orders twice, leaving a card in the letterbox/under the door should these attempts be unsuccessful. If the courier has not been contacted to arrange delivery, they will be instructed to return the order back to Renner Health Products. Practitioners will be contacted to advice and a redelivery fee will be charged to dispatch the order.

**17. Order Cancellations**

A \$20 incl. GST charge applies to cancelled/undelivered orders to cover **restocking and handling costs. This charge will be deducted from the credit that the cancelled order will generate on the account. Any remaining credit for the cancelled order will remain on the account until the Practitioner advises refund details or uses the credit with their next in-house order.**

**18. Practitioner Patient Queries**

Kindly note that our Customer Service Team will direct your patient back to you for advice should any of the below occur:

- (a) They are claiming an adverse reaction;
- (b) They have any queries about their prescribed products;
- (c) They require further information about contraindications/concomitant product use;
- (d) They raise any concerns over their prescribed treatment protocol or their circumstances have changed in some way;
- (e) They have further information they wish to share about their case;

Your patients will be advised in accordance with the below messaging:

*“Following consultation, your practitioner will prescribe products for you that allows you access to practitioner only goods; these products can only be purchased in accordance with your prescription – if you have any queries about your prescription, or your prescribed product is currently out of stock, kindly contact your practitioner for further advice.*”

*For your convenience, while your prescriptions are active, we have enabled your perusal of our retail product range. Please check with your practitioner for clarity regarding retail products that may interfere with your treatment plan. Rener Health Products cannot and will not be held liable for issues raised due to concomitant use of any of our stocked products.*

*Should you in any way experience unexpected effects from your prescribed treatment plan, or you have a complaint about a product, please contact your practitioner to discuss your options with them. If the matter is urgent, please follow appropriate First Aid or medical emergency procedures. By law, any adverse event that occurs from using a product must be reported directly to the manufacturer – please speak with your practitioner for further information or visit the TGA website (<https://www.tga.gov.au/reporting-adverse-events>) for more information.”*

## 19. Refrigerated Items

### Probiotics

We protect refrigerated products whilst in transit with reusable icepacks which are bundled with the refrigerated products. For further protection, we then wrap these items in recycled brown paper packaging and place a fluorescent ‘CHILLER’ sticker on the package, placing it safely in your order box. Nevertheless, these icepacks may have melted and products may still reach you quite warm, depending on the weather your area is experiencing. These products require discernment by the practitioner/patient on ordering; under regular circumstances, we are unable to provide credits or replacements should your order arrive hot/ warm.

## 20. Temperature Sensitive Products

Products such as coconut oil, lip balms, raw butters, fish oils, deodorants and chocolates are sensitive to heat and are likely to be damaged in higher temperatures. These products also require discernment by the practitioner/patient on ordering; under regular circumstances, we are unable to provide credits or replacements should your order arrive warm/hot, melted or otherwise temperature damaged.

Please also note that we cannot be responsible for delays in delivery or non-attendance when a delivery has been attempted.



Practitioners/patients order refrigerated and temperature sensitive products at their own risk; please take care when selecting these products, taking into account weekends and warm/hot weather. We will not offer credits or returns for products arriving warm/hot when we have taken the above steps and delivered within our stipulated times frames (see Delivery). Kindly note that each refrigerated product on our MyScript site contains a disclaimer in line with these Terms and Conditions of Trade.

## **21. Intellectual Property Rights**

We own or licence all rights, title and interest (including intellectual property rights) in our Site and all of the Content. Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content. You must not:

- (a) Copy or use, in whole or in part, any Content;
- (b) Reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) Breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.