

# TERMS AND CONDITIONS

Updated 10 November 2020

[OVERVIEW](#)

[ORDER](#)

[PRICE & PAYMENT](#)

[DELIVERY AND RISK](#)

[CLAIMS, DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY](#)

[RETENTION OF TITLE](#)

[RECOVERY](#)

[GENERAL](#)

[INDIVIDUAL RESULTS](#)

[PERSONAL USE](#)

[FRAUDULENT INFORMATION](#)

[SALE OF PRODUCTS](#)

[USAGE RESTRICTIONS](#)

[THIRD-PARTY LINKS](#)

[IMAGES, COPYRIGHT, LICENSING AND USAGE](#)

[COMMENTS, FEEDBACK AND OTHER SUBMISSIONS](#)

[CONTACT INFORMATION](#)

[RETURNS & REFUNDS](#)

[DELIVERY](#)

[GOVERNING LAW AND JURISDICTION](#)

[COUPONS AND DISCOUNTS](#)

[CONFIDENTIAL MEDICAL INFORMATION](#)

[DISCLOSURE](#)

[PAYMENT](#)

[THIRD-PARTY SERVICES](#)

[QUESTIONS AND CONTACT INFORMATION](#)

## OVERVIEW

This website is operated by RegenMed Direct. Throughout the site, the terms “we”, “our”, “us” and “the Company” refer to RegenMed Direct. RegenMed Direct offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

Please read these terms carefully. By visiting and using our site, or purchasing from our site, you indicate that you accept these terms and agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

The [www.regenmeddirect.com.au](http://www.regenmeddirect.com.au) website is fully owned and operated by COSMETICS 2U PTY LTD.

RegenMed Direct is owned and operated by COSMETICS 2U PTY LTD (Trading as RegenMed Direct). Our website, [www.regenmeddirect.com.au](http://www.regenmeddirect.com.au) frequently updates with new products and new information. We only provide services within Australia and New Zealand. RegenMed Direct reserves the right to refuse the supply of products to individuals for medical or geographic reasons.

The term “the Patient” refers to anyone making an order, purchase or request therefor from the Company.

### 1. ORDER

- 1.1. Any purchase order is subject to acceptance by the Company. Acceptance thereof will be communicated via our online store or, if dealing outside of the store with one of RegenMed Direct sales representatives, acceptance will be communicated within 2 business days of receipt of an executed copy of the purchase order.
- 1.2. Upon acceptance, this purchase order will become a binding agreement between the Patient and Company.
- 1.3. After Acceptance, if the Patient wishes to cancel or vary the order, the Patient shall be liable for any costs of manufacture incurred by the Company up to the time that the Company has received notice of and acknowledged the Patient’s intent to cancel.

### 2. PRICE & PAYMENT

- 2.1. The price of any item or service is the price indicated on our online store via [www.regenmeddirect.com.au](http://www.regenmeddirect.com.au) or via a quotation provided by one of RegenMed Direct Sales Representatives, unless otherwise expressly stated in writing by a RegenMed Direct sales representative.
- 2.2. The Company reserves the sole right to change the Price of any item, items and/or orders in the event of a variation to the quotation.
- 2.3. The Patient shall not be entitled to make any deduction in respect of the price of any product or service from the Company relating to any set-off or counter claim by the Patient against the Company.

### **3. DELIVERY AND RISK**

- 3.1. Delivery of goods shall be effected by the Company to the Patient:
  - 3.1.1. subject to availability; and
  - 3.1.2. without any liability on behalf of the Company for any delays.
- 3.2. Once the goods have been delivered by the Company to the site of the Patient, all risk in and to the goods shall pass to the Patient.

### **4. CLAIMS, DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

- 4.1. All claims for any damage and/or defect(s) in the goods purchased by the Patient must be made to the Company in writing within 3 days of the date of delivery of the goods, otherwise the goods are deemed to be accepted and in good order and condition.
- 4.2. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality, or due to a technical issue.
- 4.3. RegenMed Direct aims to ensure all our clients are satisfied with our products. Please contact us if you have any issues and we will do our best, within reason, to rectify any issues.

### **5. RETENTION OF TITLE**

- 5.1. Possession of goods from the Company shall pass to the Patient at the time of delivery. Notwithstanding the above, title and ownership of the goods shall only pass to the Patient when the Patient has paid the Company all that is owing to the Company in respect of the goods. Until such payment is made in full, the Patient holds the goods as bailee for and on behalf of the Company.
- 5.2. In the event RegenMed Direct grants credit to a Patient where a larger order is placed; If the Patient fails to pay for the goods on time, such event shall entitle the Company, its servants or agents to retake possession of the goods and for that purpose the Company shall be entitled to enter upon the Patient's premises to retake possession of the goods without being liable for trespass. The Patient shall nevertheless be liable for any and all amounts still due to the Company by the Patient less the value of the goods that the Company attributes to the goods at the time of such repossession. The Company's determination of the value of the goods at that time shall be prima facie evidence of the fair market value of the goods at that time.
- 5.3. Until the goods are paid for in full, the Patient shall:
  - 5.3.1. keep the goods on behalf of the Company fully insured against loss, damage and destruction;
  - 5.3.2. keep the goods clearly identifiable; and
  - 5.3.3. not grant any charge or mortgage over the goods, or otherwise encumber the goods.
- 5.4. If the Patient sells the goods for which it has not made payment, it does so as the Company's agent and the proceeds of sale are held by the Patient on trust for the

Company and the Patient will hold them in a separate account pending its accounting to the Company. The Patient must notify any financier or third party in favour of whom it grants a charge over the assets of its business that all of the Company's goods which have not been paid for by it do not constitute the Patient's property. Such financier or third party will be deemed to be subject to the Company's retention of title until the Company's goods are paid for in full.

## **6. RECOVERY**

- 6.1. Should it become necessary for the Company to institute legal action for recovery of any amounts due to it by the Patient, then the Patient specifically acknowledges and agrees that it shall be liable to the Company for all directly and indirectly related legal costs incurred by the Company.

## **7. GENERAL**

- 7.1. The Terms and Conditions of Trade may not be altered without our express prior, written consent. Any alterations must be clearly marked and agreed to by us.
- 7.2. The Patient's non-adherence of any of the terms set out above does not in any way constitute an acceptance on our part or a waiver of the Company's rights. These Standard Terms of Sale will be interpreted according to the laws of Queensland and the courts having such jurisdiction in Queensland. If any provision of the Terms and Conditions of Trade shall at any time become void, voidable or unenforceable, all remaining provisions shall nevertheless continue to be of full force and effect.
- 7.3. These Terms of Sale offered by RegenMed Direct are the only Terms of Sale offered and are not overridden or superseded by any other Terms which the Patient may add or append to their Purchase Order. Any additional terms attached to a Purchase Order are not agreed and will not be read by RegenMed Direct staff, as there has been no allowance in any quote given for any additional costs in time or fees, or any other costs in assessment, or delivery of goods, or retention or late payments, or any other additional unquoted costs, or any Terms which the Patient may attach to their Purchase Order.

## **8. INDIVIDUAL RESULTS**

- 8.1. Members of our Medical Team are not able to accurately predict individual results or performance and therefore cannot be held liable. Individual results of the available products will vary.

## **9. PERSONAL USE**

- 9.1. The products that are prescribed to you from our website are for your personal use only. It is illegal for you to share or resell any products purchased from us.

## **10. FRAUDULENT INFORMATION**

- 10.1. By registering with us at RegenMed Direct, you agree to provide the most truthful and up to date information. If you choose to falsify any personal information (including your identity) on your account you are committing fraud and can be subject to legal action.

## 11. SALE OF PRODUCTS

- 11.1. Under Australian law, to be eligible to be prescribed and purchase products from RegenMed Direct, you must first register and complete our confidential medical questionnaire to become a patient. To order you must be over 18, the owner of a valid debit or credit card, be the purchaser of the goods and have on record a valid prescription from one of our registered physicians (which we will provide included in the price of the goods).
- 11.2. Once your product has been delivered to your address, you are responsible for these goods. RegenMed Direct is not responsible should your product break, be stored incorrectly, or not used within the expiry date.

## 12. USAGE RESTRICTIONS

- 12.1. By accessing the RegenMed Direct website, you agree to solely use it for your personal non-commercial use, not violate website security, and will abide by the Terms and Conditions of RegenMed Direct. Registering on the RegenMed Direct site does not promote or obligate you to purchase or use our services on the website.

## 13. THIRD-PARTY LINKS

- 13.1. Certain content, products and services available via RegenMed Direct may include materials sourced from third parties.
- 13.2. Third-party links on this site may direct you to third-party websites that are not affiliated with RegenMed Direct. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or website.
- 13.3. Please review the third-party's policies and practices carefully, and make sure you understand them before you engage in any transaction.
- 13.4. Any complaint, claim, questions, concerns, or feedback regarding third-party products should be directed to the third-party.

## 14. IMAGES, COPYRIGHT, LICENSING AND USAGE

- 14.1. Images used in this website are for general reference only.
- 14.2. All photographed images and illustrations, and all other writing and content on this website are the property and copyright of RegenMed Direct. Images and website content owned by RegenMed Direct and managed by it are protected under Australian and international copyright laws. No images or content, or their parts may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical or otherwise without prior written permission from RegenMed Direct. RegenMed Direct is assertive in pursuing circumstances where it perceives the copyright of its work has been breached and where it perceives the law has been broken.
- 14.3. All RegenMed Direct images and content requested and purchased through it are offered on an individual licence basis and are non-exclusive. The copyright of the image is always retained by RegenMed Direct. The licences serve to protect the rights of RegenMed Direct. When an image is licensed, there will be standard terms

and conditions of use outlined with your specific usage rights. This takes effect once the licence has been agreed, with the full RegenMed Direct licensing and purchasing terms. Please contact RegenMed Direct should you require these terms or further information.

- 14.4. When images or content are licensed by RegenMed Direct, the usage is specified on the invoice and cannot be used for any other purpose and may not be transferred by you to a third party (including secondary rights) or publication without further, prior agreement by RegenMed Direct. The licence will state the media use, duration rights and the territories for the usage. Reproduction of an image may only take place once licence terms have been agreed and a licence granted, and all confirmed in writing. Following RegenMed Direct permission to use an image or content, all images or content must be destroyed after use or on expiry of the licence term and must not be stored beyond this date unless our express permission is given in writing. Any use of images not abiding to these conditions will be considered as a breach of these terms and an infringement of copyright. As a result, RegenMed Direct reserves the right to claim any damages that this incurs.
- 14.5. By downloading images or any content from our website, either as a new payment or with an agreed pricing arrangement with RegenMed Direct, you are agreeing to RegenMed Direct non-transferrable Licensing and Purchasing Terms, which accompany all downloaded files and products, and outlines the terms and conditions of the licence.
- 14.6. A fee is generally payable to license any rights-managed image or content. The fee is based on how the image is going to be used. This will be calculated by such factors as the media use, the reproduction size and position, period of use, size of print run and distribution territory. RegenMed Direct calculates this fee by relying in good faith on the information provided by the licensee. Incorrect information can lead to a surcharge on the originally agreed fee and may lead to a cancellation of the licence. If an invoice issued by RegenMed Direct for the usage fee is not paid in full by the terms of the invoice, the licence will be cancelled, and non-payment will be considered as a breach of these terms. As a result, RegenMed Direct reserves the right to claim any damages that this incurs. Images may not be re-sold, rented or reassigned by you and any third-party use must be agreed by RegenMed Direct under licence in accordance with these terms.
- 14.7. The rights to alter any image or content rests with RegenMed Direct and its opinion and express consent must be sought and agreed to on any alteration request.
- 14.8. All images must be reproduced with or in the spirit of an accompanying caption. If there is any doubt by the licensee, then verification should be sought before publication.
- 14.9. With all editorial rights-managed images, the copyright holder/photographer should be credited with any reproduction of their work. The credit line should read RegenMed Direct. The preferable location for this credit line is immediately adjacent

to the image or in the acknowledgements or credits section. For all commercial and advertising uses, RegenMed Direct requests that the licensee would use reasonable effort to provide the same credit line. Failure to do so may incur an additional charge of 20% of the original licence fee.

- 14.10. RegenMed Direct requests at least two copies of any publication featuring an image reproduction upon publication.
- 14.11. The licensee is responsible for clearing all necessary permissions from third parties, be they people, buildings, art, artistic craftsmanship, animals, which may include trademarks, personality rights, property rights, fine art rights, etc. The licensee shall indemnify and hold RegenMed Direct harmless against any and all claims, liability, damages, costs and expenses (including reasonable legal fees and expenses) arising out of the use of any images for which:
  - 14.11.1. No release was furnished by RegenMed Direct in writing,
  - 14.11.2. The use of any images exceeds the scope of the release provided by RegenMed Direct
- 14.12. The licensee will also indemnify and hold RegenMed Direct harmless against all claims, liability, damages and expenses (including reasonable legal fees and expenses) in connection with any third party claim arising out of the use of the images and content, including, but not limited to, defamation, right of privacy, right of publicity and obscenity claims. RegenMed Direct' liability for all claims shall not exceed in any event the total amount invoiced per particular image. RegenMed Direct makes no representation or warranty with respect to the use of any names, trademarks or works of art depicted in any image or the accuracy of captions accompanying any images.

## **15. COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

- 15.1. By making any suggestions, proposals, plans, ideas, or other materials made to RegenMed Direct, whether online, in writing, by email, or to our contact page, by postal mail, or via one of our Social Media platforms, you agree that we may, at any time, without restriction, edit, copy, publish and distribute and otherwise use in any medium.
- 15.2. We are under no obligation to maintain comments in confidence, to pay compensation for any comments or to reply to any comments.
- 15.3. We reserve the right to edit or remove content that we determine rude, unlawful, offensive, obscene or for any other unstated reason.
- 15.4. RegenMed Direct reserves the right to block or remove individuals from any communications from our company if any of the above are deemed to be violated.

## **16. CONTACT INFORMATION**

- 16.1. Questions about our Terms of Services should be sent to us at [admin@regenmeddirect.com.au](mailto:admin@regenmeddirect.com.au)

## 17. RETURNS & REFUNDS

- 17.1. RegenMed Direct does not, under any circumstances, accept returns for changes of mind.

## 18. DELIVERY

- 18.1. When purchasing any product from RegenMed Direct, the Patient agrees to accept delivery of the product. If you are not able to accept delivery you must advise RegenMed Direct before any delivery is attempted.
- 18.2. Any and all failed delivery attempts made by a courier will result in the goods being held by the courier. You will be notified upon a failed delivery attempt and will need to contact the courier via the supplied information to re-arrange delivery or pickup from the courier's depot.
- 18.3. We will make reasonable attempts to contact you before delivery to ensure you are able to accept the product.
- 18.4. Depending on the contents on your order, it may be shipped from our warehouse or our compounding pharmacy. Some orders may come split into multiple packages depending on stock availability. The times given on this page are only a guideline. Please use the tracking number provided to your email to stay aware of the delivery timeline.

## 19. GOVERNING LAW AND JURISDICTION

- 19.1. This agreement is governed by the laws of Queensland, Australia whose courts are the courts of exclusive jurisdiction. This agreement will not be governed by the United Nations Convention on contracts for the international sale of goods or any other similar convention or laws, the application of which are expressly excluded, save for infringement of copyright or non-payment of our invoices where it will be non-exclusive.
- 19.2. RegenMed Direct reserves the right to change these terms: privacy policy, prices, information and licence terms, featured on this website without notice. No action of RegenMed Direct, other than an express written waiver or amendment, may be construed as a waiver or amendment of any of these terms or privacy policy. Should any clause of these terms or privacy policy be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.

## 20. COUPONS AND DISCOUNTS

- 20.1. Coupons, discounts and sales are all a reduction of the administration and/or doctors fees and are not a discount to Schedule 4 medication
- 20.2. RegenMed Direct reserves the right to edit, change or delete any sales, coupons or discounts without notice.

## 21. CONFIDENTIAL MEDICAL INFORMATION

- 21.1. As a medical company, we value and uphold your privacy at all times. To provide you with prescriptions and medical products, we are required by Australian Law to collect and store your personal details and medical history. All information collected by



RegenMed Direct, including sensitive medical information, is stored securely and is not shared.

- 21.2. When you purchase products from our store, as part of the buying and selling process, we collect all required personal information from you such as your name, address, and contact details.
- 21.3. When you browse our store, we automatically receive your computer's internet protocol (IP) address in order to provide us with information about your browser and operating system that helps to ensure any problems with the website are immediately dealt with by our IT department.
- 21.4. Email marketing (if applicable) – with your permission, we may send you emails about our new store, specials, promotions, new products and other relevant updates.
- 21.5. When you provide us with personal information to complete a transaction, verify your credit card, place an order or arrange for a delivery, we imply that you consent to our collecting of it and using it for that specific reason only.
- 21.6. If we ask for a secondary reason, such as marketing, we will ask you directly for your express consent and will provide you with an opportunity to say yes or no.
- 21.7. If, after you opt-in, you change your mind, you may withdraw your consent for us to contact you at any time. Please contact us at [admin@regenmeddirect.com.au](mailto:admin@regenmeddirect.com.au)

## **22. DISCLOSURE**

- 22.1. We will not disclose any of your information securely stored behind firewalls, except in the below circumstances.
- 22.2. If required by law to disclose your information, or if you violate our Terms and Conditions, we may disclose such information.

## **23. PAYMENT**

- 23.1. RegenMed Direct uses ANZ Secure Gateway for its online transactions. ANZ Secure Gateway processes online credit card transactions, providing a safe and secure means of collecting payments online. When you provide your payment information, we transmit it via an encrypted connection to ANZ. ANZ Secure Gateway uses and processes your payment information in accordance with their Privacy Policy. All online credit card transactions performed on this site using the ANZ Secure Gateway are secured payments. Payments are fully automated with an immediate response. Your complete credit card number cannot be viewed by RegenMed Direct or any outside party.
- 23.2. The security of your personal information is extremely important to us. When you enter sensitive information (such as credit card numbers) on our website, we encrypt that information using secure socket layer technology (SSL). When credit card details are collected, we simply pass them on in order to be processed as required. We follow industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you have any questions about security on our website, you can email us at [admin@regenmeddirect.com.au](mailto:admin@regenmeddirect.com.au)

## **24. THIRD-PARTY SERVICES**

- 24.1. Any information collected by third-party providers will not involve RegenMed Direct. We suggest referring to their Terms & Conditions, and Privacy Statements.
- 24.2. This includes links to any third-party websites via our website.
- 24.3. RegenMed Direct is not responsible for any views expressed by guest writers on or off the [www.regenmeddirect.com.au](http://www.regenmeddirect.com.au)

## **QUESTIONS AND CONTACT INFORMATION**

If you would like to contact us, access information provided to use, amend or delete any personal information we have about you, or simply want more information please contact us at [admin@regenmeddirect.com.au](mailto:admin@regenmeddirect.com.au)