#### **Terms and Conditions**

The following Terms and Conditions apply to anyone who uses the **Rapid Genetic Testing Pty Ltd (RGT)** website and services. By accessing our services and website you acknowledge that you have read and understood these Terms and Conditions and agree to comply with them. If you disagree with any part of these Terms and Conditions, do not use the website or services. If you have any questions or concerns, please contact us via email at <a href="mailto:enquiries@rgtesting.com.au">enquiries@rgtesting.com.au</a>

#### **Website Terms and Conditions**

By using and accessing the RGT website you agree not to misuse the website or engage in unlawful activities. You are prohibited from engaging in any data collection activities from this website without permission. You are prohibited from using this website for any malicious software activity.

All the information contained on the website, unless otherwise stated, is the intellectual property of RGT and cannot be used, reproduced or distributed in any way without permission. We retain ownership of all intellectual property related to our services and the website.

RGT is committed to protecting and respecting your privacy. By using our website and services, you consent to the collection and use of your personal information as stated in our Privacy Policy.

## Services Terms and Conditions

**Please note:** RGT does not provide direct to consumer testing and all tests must be requested by a specialist healthcare provider. Results can also only be accessed via your requesting healthcare provider.

# **Test requests and Payment**

Your specialist healthcare provider will request a test on your behalf. Testing through RGT will incur an out-of-pocket expense and Medicare rebates do not currently apply. You will be required to complete a payment authorisation and once the request is received by the laboratory you will receive and invoice for payment. Testing will commence once the funds have been received by RGT. Payments made through third party merchant facilities are done so at your own risk and you acknowledge and agree that you will not hold RGT liable for any loss or damage arising from using third party merchant payment gateways.

#### **Pricing**

Prices displayed on the website are in Australian Dollars (AUD) and include GST (where

applicable). Prices are subject to change and referring healthcare providers will be notified of any changes. Communication of changes of prices to patients cannot be guaranteed.

#### Results

All results will be sent to your referring healthcare provider. RGT does not provide results direct to patients. If you require a copy of your results, please contact your referring doctor.

### **Turnaround Times**

Turnaround times may vary and are subject to, but not limited to, accurate form completion and sample collection, sample arrival at RGT, receipt of payment and signed consent forms.

### Refund and Cancellation Policy

Refunds for tests are only possible under certain circumstances.

If testing is cancelled by the referring healthcare provider after testing has already commenced, a partial refund may apply.

If testing fails to produce a result due to assay failure or an incorrect or compromised patient sample, a test fee will not be charged. In the latter case, the requesting healthcare provider will be contacted regarding a re-collection. If testing proceeds on a re-collected sample only the original single test fee will be charged, however, additional fees may apply for re-collection of incorrect or compromised samples.

For any queries regarding refunds or cancelations, please contact us via email at enquiries@rgtesting.com.au

## **Liability and Indemnity**

You agree to release us from any legal claims, including legal fees, arising from your use of our services or related actions. You indemnify us from any damages arising from the use of our services, including indirect or consequential damages.

#### **Termination**

We may terminate or suspend services at our discretion without notice. We are not liable for any consequences arising from such actions.

# Force Majeure

RGT is not liable for failure to provide services due to circumstances beyond our control, such as natural disasters, strikes, pandemics, or other unforeseen events.

#### Severability

If any part of these terms is deemed invalid or unenforceable, the remaining terms will remain in effect.

# **Governing Law**

These Terms and conditions are governed by the laws of the State of Queensland, Australia.

# **Updates to Terms and Condition**

We may change, add, or remove parts of these Terms and Conditions at any time. Continued use of our services signifies your acceptance of the updated terms.