

Dr Deb The Travel Doctor

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Email Terms and Conditions

1. Purpose

- (1) The purpose of this *Email Terms and Conditions* is to, without limitation, set forth the terms and conditions for communication with **workers** and **Dr Deb The Travel Doctor** via **email**.

2. Repeal and Enactment

- (1) *Email Terms and Conditions* with a Version Number of less than 1.0 are repealed.
- (2) This *Email Terms and Conditions* (Version Number 1.0) is:
 - (a) a **policy**; and
 - (b) enacted.

3. Interaction with Policies

- (1) This *Email Terms and Conditions* is subject to:
 - (a) the *Governing Policy* (available at <http://www.thetraveldoctor.com.au/governingpolicy/>); and
 - (b) the *Privacy Policy* (available at <http://www.thetraveldoctor.com.au/wp-content/uploads/2015/08/privacy.pdf>).

4. Definitions

- (1) Terms that appear in bold are defined in Schedule 1.

5. Interpretation

- (1) If an **email** transmitted, regardless of whether that **email** reaches its intended destination, from an **email** address held by **Dr Deb The Travel Doctor** in connection with an **email** account held by **Dr Deb The Travel Doctor** using an internet carriage service to an **email** address, regardless of whether that **email** address exists, in connection with an **email** account does not contain the given name and surname of a **worker** that **email** shall be deemed to have been transmitted by **Dr Deb The Travel Doctor**.

6. Interaction with Contract, Agreement or Undertaking

- (1) If there is an inconsistency between this *Email Terms and Conditions*, or part thereof, and a contract, an agreement or an undertaking freely and knowingly entered into by **Dr Deb The Travel Doctor**, or part thereof, that contract, agreement or undertaking shall prevail, and this *Email Terms and Conditions*, to the extent of the inconsistency, shall be severed, invalidated and deleted, and all other Sections, or part thereof, of this *Email Terms and Conditions* shall continue to be in force.

7. Confidentiality

- (1) An **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** is confidential and solely for an intended recipient of that **email**.
- (2) The confidentiality of an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** is not waived or lost if a **person**, other than an intended recipient of that **email**, receives that **email** for whatever reason.
- (3) If a **person** receives an **email** transmitted by:
 - (a) a **worker**, other than an intended recipient of that **email**, for whatever reason, that **person** is requested to immediately notify:
 - (i) that **worker**; or
 - (ii) the superior of that **worker** if that **worker** is unable to be notified;that that **person** has received that **email**; or
 - (b) **Dr Deb The Travel Doctor**, other than an intended recipient of that **email**, for whatever reason, that **person** is requested to immediately notify **Dr Deb The Travel Doctor** that that **person** has received that **email**.
- (4) If a **person** receives an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor**, other than an intended recipient of that **email**, for whatever reason, that **person** must securely delete that **email** and any electronic copies of that **email**, securely destroy any physical copies of that **email**, and not take any action relying upon that **email**.

8. Use

- (1) Any alteration, broadcast, circulation, disclosure, dissemination, distribution, modification, publication, reproduction, sale or transmission of an **email** transmitted by:
 - (a) a **worker** by any **person** without the prior authorisation of:
 - (i) that **worker**; or
 - (ii) the superior of that **worker** if that **worker** is precluded from granting that authorisation; or

- (b) **Dr Deb The Travel Doctor** by any **person** without the prior authorisation of **Dr Deb The Travel Doctor**;

is strictly prohibited.

- (2) Notwithstanding Section 8(1), an intended recipient of an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** may view and make electronic and physical copies of that **email**, provided that any associated copyright notice is not removed, for the sole use of that intended recipient.
- (3) Any review of an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** by a **person**, other than an intended recipient of that **email**, is strictly prohibited.

9. Intellectual Property

- (1) Unless indicated to the contrary, copyright in the content of an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** is the property of **Dr Deb The Travel Doctor** under a copyright **law** in force within the place of origin of that **email**.
- (2) Content within an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** that is not the property of **Dr Deb The Travel Doctor** under a copyright **law** in force within the place of origin of that **email** is:
- (a) the property of a third party, unless confirmed otherwise;
 - (b) has been included within that **email**:
 - (i) pursuant to **law**; and
 - (ii) under license, unless confirmed otherwise.
- (3) Permission must be obtained from the copyright owner of third party content to use that content, unless confirmed otherwise.

10. Security

- (1) An **email** cannot be guaranteed to be secure and error-free as **email** transmission may:
- (a) be intercepted, be corrupted, be lost, be destroyed or arrive late or incomplete; or
 - (b) contain a virus, another malicious computer program or code, or another thing that may damage a computer that receives an **email** or data on that computer.

11. Privacy

11.1. Interaction with *Privacy Policy*

- (1) The collection, storage, use and disclosure of an **email** is pursuant to the *Privacy Policy*.

11.2. Waiver

- (1) An **email** transmitted to **Dr Deb The Travel Doctor** will be deemed to be non-confidential and non-proprietary and **Dr Deb The Travel Doctor** will be entitled to use that **email** for any purpose without compensation to the transmitter of that **email**, to the fullest extent permitted by **law** or otherwise, unless indicated to the contrary by:
 - (a) the transmitter of that **email**; or
 - (b) a **worker** that will receive or has received that **email**; or
 - (c) the superior of a **worker** that will receive or has received that **email** if that **worker** is precluded from deeming that **email** may be used for a proposed purpose.

12. Content

- (1) Unless explicitly stated to the contrary:
 - (a) an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor**:
 - (i) is not intended to, does not constitute and is not a substitute for advice of any kind, including personal, medical, legal, financial or investment advice; and
 - (ii) is for general informational purposes only;
 - (b) receipt of an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** does not establish a relationship of any kind;
 - (c) an opinion expressed by a **worker** within an **email** does not necessarily represent an opinion of **Dr Deb The Travel Doctor**;
 - (d) an attachment, other than an attachment authorised by **Dr Deb The Travel Doctor**, to an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** does not imply or constitute any relationship with or endorsement of that attachment or the owner of that attachment by that **worker** or **Dr Deb The Travel Doctor**; and
 - (e) a hyperlink to a **document**, other than a hyperlink to a **document** hosted by **Dr Deb The Travel Doctor**, within an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor** does not imply or constitute any relationship with or endorsement of that **document**, the host of that **document** or the owner of that **document** by that **worker** or **Dr Deb The Travel Doctor**.

13. Liability

13.1. No Liability

- (1) No **worker** nor **Dr Deb The Travel Doctor** is liable for:
 - (a) an error, inaccuracy or omission within an **email** that results from **email** transmission; or

- (b) the performance of an **email** transmitted by or to a **worker** or **Dr Deb The Travel Doctor**; or
- (c) an attachment, other than an attachment authorised by **Dr Deb The Travel Doctor**, to an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor**; or
- (d) an attachment to an **email** transmitted to a **worker** or **Dr Deb The Travel Doctor**; or
- (e) a hyperlink to a **document**, other than a hyperlink to a **document** hosted by **Dr Deb The Travel Doctor**, within an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor**; or
- (f) a hyperlink to a **document** within an **email** transmitted to a **worker** or **Dr Deb The Travel Doctor**; or
- (g) an opinion expressed by a **worker** within an **email** transmitted by a **worker** or **Dr Deb The Travel Doctor**;

to the fullest extent permitted by **law** or otherwise.

- (2) Without limiting Section 13.1(1), no **worker** nor **Dr Deb The Travel Doctor** is liable for any consequential, direct, incidental, indirect or special charges, costs (including without limitation legal costs and defence or settlement costs), claims, damages, deaths, expenses, injuries, liabilities, losses or penalties (including without limitation damages for loss of profits, corruption or loss of data, failure to transmit or receive data, business interruption or any other commercial damages or losses) in relation to or arising out of an **email** of a kind mentioned in Section 13.1(1), regardless of whether a **worker** or **Dr Deb The Travel Doctor** has been expressly informed or advised of the prospect of liability in relation to or arising out of an **email** of a kind mentioned in Section 13.1(1), to the fullest extent permitted by **law** or otherwise.

13.2. Limitation of Liability

- (1) The liability of a **worker** or **Dr Deb The Travel Doctor** for a breach of a condition or warranty, that cannot be excluded by **law** or otherwise, is limited to the fullest extent permitted by **law** or otherwise, at the option of **Dr Deb The Travel Doctor**, to:
 - (a) resupply the respective **email**, or part thereof; or
 - (b) pay the cost of having the respective **email**, or part thereof, resupplied.
- (2) For the avoidance of doubt, Section 13.2(1) does not limit, to the fullest extent permitted by **law** or otherwise, Section 14(2)(i).

14. Understanding, Acknowledgement, Acceptance, Agreement and Express Consent

- (1) By transmitting an **email** to a **worker** or **Dr Deb The Travel Doctor**:
 - (a) the transmitter of that **email**; and

- (b) the account-holder of the **email** account used by the transmitter to transmit that **email**;

agree and expressly consent to communicate with any **worker** and **Dr Deb The Travel Doctor** via **email**.

- (2) By agreeing and consenting to communicate with a **worker** or **Dr Deb The Travel Doctor** via **email**:

- (a) the recipient of an **email** from a **worker** or **Dr Deb The Travel Doctor**;
- (b) the account-holder of the **email** account used by the recipient to receive an **email** from a **worker** or **Dr Deb The Travel Doctor**;
- (c) the transmitter of an **email** to a **worker** or **Dr Deb The Travel Doctor**; and
- (d) the account-holder of the **email** account used by the transmitter to transmit an **email** to a **worker** or **Dr Deb The Travel Doctor**;

understand, acknowledge, accept, agree and expressly consent, to the fullest extent permitted by **law** or otherwise:

- (e) that a **worker** or **Dr Deb The Travel Doctor** may transmit an **email** to an **email** address provided by that individual;
- (f) to indemnify all **workers** and **Dr Deb The Travel Doctor** against all consequential, direct, incidental, indirect or special charges, costs (including without limitation legal costs and defence or settlement costs), claims, damages, deaths, expenses, injuries, liabilities, losses or penalties (including without limitation damages for loss of profits, corruption or loss of data, failure to transmit or receive data, business interruption or any other commercial damages or losses) in relation to or arising out of a contravention of this *Email Terms and Conditions* by that individual;
- (g) that **Dr Deb The Travel Doctor** may transfer, sub-contract or otherwise deal with a duty, an obligation, a power, a privilege, a remedy or a right of **Dr Deb The Travel Doctor** pursuant to this *Email Terms and Conditions* at any time without notice to that individual, or the understanding, acknowledgement, acceptance, agreement or consent of that individual;
- (h) not to transfer, sub-contract or otherwise deal with a duty, an obligation, a power, a privilege, a remedy or a right of that individual pursuant to this *Email Terms and Conditions*;
- (i) to pay all costs incurred by that individual to engage in that communication, including internet access and telecommunications charges, and computer hardware and software expenses;
- (j) to undertake all procedures to satisfy the requirements of that individual for engaging in that communication, including antivirus scans, antispyware scans, and firewall monitoring and controls;
- (k) to this *Email Policy* and all **policies** set forth within Sections 3(1)(a) and 3(1)(b), to the extent that this *Email Policy* is subject to those **policies**; and

- (l) that, for the avoidance of doubt, a reference to a **policy** within Section 14(2)(k) includes that **policy** as amended, supplemented, varied or replaced, from time to time.

Schedule 1

Dictionary

Document has the same meaning as in the *Governing Policy*.

Email means an electronic message, including its attachments, transmitted, regardless of whether that electronic message reaches its intended destination, from an electronic address in connection with an account the purpose of which is to deal with that electronic message using an internet carriage service to an electronic address, regardless of whether that electronic address exists, in connection with an account the purpose of which is to deal with that electronic message.

Law has the same meaning as in the *Governing Policy*.

Person has the same meaning as in the *Governing Policy*.

Worker has the same meaning as in the *Governing Policy*.

Dr Deb The Travel Doctor has the same meaning as in the *Governing Policy*.