

Privacy Policy

1. PART 1 – ABOUT THIS POLICY

1.1 Purpose

The Speech Path Australia and it's affiliates are committed to protecting the privacy of personal information we collect and hold about individuals.

The Speech Path Australia and it's affiliates complies with the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth), other privacy laws that govern how private sector health service providers like The Speech Path Australia and it's affiliates handle your personal information (including your health information), and Speech Pathology Australia's Code of Ethics (2010).

This Privacy Policy explains how The Speech Path Australia and it's affiliates manage the personal information we collect, use and disclose.

The Speech Path Australia and it's affiliates are a private speech pathology practice under the ownership of The Speech Boutique Pty Ltd. The Speech Pathologist or Allied Health Professional you are connected with throughout your relations with The Speech Path Platform is responsible for ensuring this policy is followed.

This Privacy Policy is designed to describe the personal information collected from you, how it is protected and what it is used for. The Speech Path Australia and their affiliates take the protection of your personal information very seriously.

The health professionals you interact with through The Speech Path Australia collect and handle your personal information, and you can expect them to do so in a manner consistent with this Privacy Policy unless they inform you otherwise. Those health professionals are subject to additional legal obligations and professional standards for the protection of your personal information.

From time to time, we may need to change this policy. If we do so, we will post the updated version on our speechpath.tech website, the affiliated app and platform - and it will apply to all of your information held by us at the time.

2. PART 2 – HOW THE SPEECH PATH AUSTRALIA & THEIR AFFILIATES HANDLE YOUR PERSONAL INFORMATION

2.1 The Speech Path Australia and affiliates Legal Obligations

In order to provide you with the health care services that you have requested, The Speech Path Australia and it's affiliates will need to collect and use your personal information. If you provide incomplete or inaccurate information to us or withhold personal and health information from us we may not be able to provide you with the services you are seeking.

Personal Information Collected

On registration we collect personal information you provide to us directly, which includes, but is not limited to;

- Name
- Contact Information
- Date of Birth

- Gender
- Medicare Number under the *Human Services (Medicare) Act 1973*
- Medical History
- Next of Kin
- Payment Details

Once you have a consultation with a health professional using our platform, the Speech Pathologist will record notes of that consultation and collect information relevant to your consultation, including information and opinions regarding your health condition, treatments and therapies. Background information about you and your family may also be collected where provided voluntarily or relevant to your consultation, and this may include information about your lifestyle, work, relationships, ethnic background, religion, beliefs, sexual preference/activity and genetic information. Personal information from your national eHealth record may also be collected in accordance with the *Personally Controlled Electronic Health Records Act 2012* – see myhealthrecord.gov.au for further details.

2.3 How does (name of the practice) collect health information?

We will usually collect your health information directly from you. Sometimes, we may need to collect information about you from a third party (such as a relative or another health service provider).

Personal information is collected pursuant to Federal and State health laws including those mentioned above and the *National Health Act 1953*.

If you engage with us as health professionals, we may also collect information about your skills, qualifications and experience.

Protection of Personal Information

We hold personal information electronically, both at our own premises and with the assistance of our service providers. We implement a range of measures to protect the security of personal information, including – depending on the circumstances – electronic access controls, premises security and network firewalls. These measures are in accordance with the *Privacy Act 1988* and Speech Pathology Australia's legal, ethical and regulatory practicing requirements.

Purpose of Personal Information Collected

The Speech Path Australia provides an online platform designed to facilitate communications between independent health professionals and patients and to enable the provision of Speech Pathology Services; including, but not limited to; therapy, assessments, report writing, referrals, discussions with fellow practitioners required as part of client care and general letters.

Health professionals provide health services including diagnosing medical conditions (including speech and language delays and disorders) and advising on treatment/ therapy recommendations.

2.2 What information does The Speech Path Australia Platform & Affiliates collect?

We will only collect the information we need for the particular function or activity we are carrying out.

We collect information from you that is necessary to provide you with speech pathology services and to manage our relationship with you. The information we collect includes: your name, date of birth, address, health fund details and information about your health history and family history. We require this information to assist the speech pathologist to diagnose and treat you.

We collect, hold, use and disclose personal information to provide our platform and services, including:

- providing, administering, improving and personalising our services
- contacting you in relation to our services
- processing payments and refunds
- verifying your identity and personal information
- maintaining and updating our records
- recruiting, training and managing staff and health professionals
- conducting quality assurance activities to maintain the quality of our services and those of health professionals using our platform
- meeting our legal obligations
- protecting our lawful interests
- facilitating acquisitions and potential acquisitions of our business

All registered The Speech Path Australia health practitioners and approved The Speech Path Australia officers have access to consult notes and medical documents within the platform; this service offers transparency between the The Speech Path Australia health practitioners intended for continuity of care and gives approved The Speech Path Australia officers the ability to assist and support when required.

We may provide marketing communications to you on an ongoing basis by mobile, email and other means, unless you opt out or we are subject to legal restrictions. Details on how to opt out of any marketing material will be made available on each piece of marketing material delivered to you. We will not use health, therapy progress information or about you for direct marketing purposes except in accordance with applicable legal requirements.

2.4 How does The Speech Path Australia and affiliates use your information?

The Speech Path Australia and affiliates **uses your personal information for the purpose you have given the information to us. We will use your information to provide speech pathology services to you, to manage our relationship with you and to contact you in relation to matters concerning your care. We may also use your information for other purposes permitted under the Privacy Act 1988.**

Who might we disclose your information to?

We may disclose your information to the following people:

(a) disclosure to other health professionals involved in your treatment

Your personal information will generally only be used by the speech pathologist involved in your care, however on occasion your care may be provided by a number of health professionals (for

example., speech pathologist, occupational therapist and/or psychologist) working or consulting together. We may disclose your information to these health professionals as part of the process of providing your care and to other health professionals involved in your care.

(b) the referrer

The Speech Path Australia and affiliates **will usually send a discharge summary to the referrer (i.e., your medical practitioner) following discharge from (name of the practice) or at other times, as required for your care.**

If you do not wish us to provide a copy of your discharge summary to the referrer you must let us know. Also, if the referrer's details have changed please let us know.

(c) Relatives, guardian, close friends or legal representative

We may provide information about your condition to your parent, child, other relatives, close personal friends, guardians, or to a responsible person for you, unless you tell us that you do not wish us to disclose your health information to any such person.

Other uses and disclosures

In order to provide the best possible environment in which to treat you, we may also use or disclose your personal and health information where necessary for:

- **activities such as quality assurance processes, accreditation, audits, risk and claims management, patient satisfaction surveys and staff education and training;**
- **invoicing, billing and account management;**
- **to liaise with your health fund, National Disability Insurance Agency, Support Co-ordinator, Medicare or the Department of Veteran's Affairs and where required provide information to your health fund, Medicare or the Department of Veteran's Affairs to verify treatment provided to you;**
- **the purpose of sending you standard reminders, for example for appointments and follow-up care, by Speech Path software app notification, text message or email to the number or address which you have provided to us.**

(f) Other uses with your consent

With your consent we may also use your information for other purposes such as including you on a marketing mail list, or research. Please note, however, that unless you provide us with your express consent for this purpose, we will not use your information in this way. We will not disclose your personal information to any individual who is outside Australia.

Personal Information Disclosure

Your personal information may be shared with third parties who work with The Speech Path Australia for business purposes, such as accreditation agencies or information technology providers – these third parties are required to comply with this policy. Your personal information may also be shared with other healthcare providers, when it is required or authorised by law (eg. court subpoenas), when it is necessary to lessen or prevent a serious threat to a patient's life, health or safety or public health or safety, when it is impractical to obtain the patient's / client's consent, to assist in locating a missing person, to establish, exercise or defend an equitable claim, for the purpose of confidential

dispute resolution process, when there is a statutory requirement to share certain personal information (eg. some diseases require mandatory notification), during the course of providing healthcare and therapy services, and where you have an eHealth record under the national system, your health professional may contribute your personal information to the operator of that system.

Your personal information may also be shared with providers of archival, auditing (including quality assurance in relation to health professionals using our platform), accounting, customer contact, legal, business consulting, banking, payment, debt collection, delivery, data processing, data analysis, document management, information broking, research, investigation, insurance, website or technology services. We may also exchange personal information with Medicare, health insurers and any party funding your health services in relation to matters such as claims, cover and billing, including NDIS.

Only people that need to access your information will be able to do so. Other than in the course of providing medical/ therapeutic services or as otherwise described in this policy, The Speech Path Australia will not share personal information with any third party without your consent.

Accessing and Updating your Personal Information

2.5 Access to and correction of your health information

You have a right to access the personal and health information that we hold about you. You can also request an amendment to your personal and health information should you believe that it is inaccurate.

If we do not agree to change your medical record/personal information in accordance with your request, we will permit you to make a statement of the requested changes and we will enclose this with your record.

Should you wish to obtain access to or request changes to your health record, and you are finding it difficult to do through the Speech Path Platform, you can ask for our Privacy Officer at support@speechpath.tech who can give you more detailed information about The Speech Path Australia's access and correction procedure.

You will find editable fields in Your Profile section of the The Speech Path Australia (Speech Path) App and Website. These can be updated 24/7 independently and saved instantly.

Please note that The Speech Path Australia and its affiliates may recover reasonable costs associated with supplying this information to you.

Please contact us if you wish to seek access to or correct any other personal information we may hold about you, if you are unable to do so through the platform. We aim to respond within a reasonable time and may need to verify your identity.

Please provide as much detail as you can about the particular information you seek, in order to help us locate it. We may deny some requests for access to or correction of personal information where the law allows us to do so.

2.6 Data Quality

The Speech Path Australia and affiliates will take reasonable steps to ensure that your personal information which we may collect, use or disclose is accurate, complete and up-to-date.

2.7 Data Security

The Speech Path Australia and affiliates will take reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification or disclosure. We use technologies and processes such as access control procedures, network firewalls, encryption and physical security to protect your privacy.

The Speech Path Australia and affiliates will destroy or permanently de-identify any of your information which is in its possession or control and which is no longer needed for the purpose for which it was collected provided (name of the practice) is not required under an Australian law or court/tribunal or otherwise to retain the information.

2.8 What to do if you have a complaint about privacy issues

If:

- (a) you have questions or comments about this Privacy Policy;
- (b) The Speech Path Australia and affiliates does not agree to provide you with access to your personal information; or
- (c) you have or a complaint about our information handling practices,

You can lodge a complaint with or contact our Privacy Officer on the details below. We will promptly review your complaint and provide a response to you.

2.9 How to contact us if you have a complaint about privacy issues

By email: support@speechpath.tech

Disputes/Complaints

If you have any dispute or complaint arising out of your use of The Speech Path Australia (Speech Path) Service, you may notify us by:

- sending an email to hello@speechpath.tech; or

If your dispute or complaint relates to matters for which we are responsible, then:

- you must notify us of the nature of the dispute as soon as practicable;
- our nominated representative will discuss the dispute with you; and
- if that discussion fails to resolve the issue, then the matter shall be referred to an independent third party selected by agreement between you and us or, in the absence of agreement, by the President of the Queensland Law Society.
- The expert must make a decision on the dispute. Both parties are bound by the expert's decision.
- The cost of the expert will be equally shared between the parties.
- You may not commence any proceedings against us in any Court or Tribunal unless the process for resolving disputes with us has been followed.

If your dispute or complaint relates to matters for which a "The Speech Path Australia" Speech Pathologist or Health Practitioner is responsible, we may refer the complaint to them as the Speech Path platform is a form of connection between the independent Speech Pathologist and client only, and as such, is not responsible or liable for the quality of services rendered by the independent clinician.

You acknowledge that we have no other responsibility for resolving complaints relating to matters for which an The Speech Path Australia Speech Pathologist or Health Practitioner is responsible.

PART 3 – HOW THE SPEECH PATH AUSTRALIA AND AFFILIATES HANDLE YOUR PERSONAL INFORMATION WHEN YOU VISIT OUR WEBSITE OR APP

This section of our Privacy Policy explains how we handle your personal information which is collected from our website: www.speechpath.tech and app/platform

This Privacy Policy applies to your use of our website and the use of any of the facilities on our website.

3.1 Collection

When you use our website or app, we do not attempt to identify you as an individual user and we will not collect personal information about you unless you specifically provide this to us.

Sometimes, we may collect your personal information if you choose to provide this to us via an online form, details set out within the app or by email or in app messaging, for example, if you:

- submit a general enquiry via our contact us page;
- register to receive eNewsletters; or notifications; or;
- send a written complaint or enquiry to our Privacy Officer.

When you use our website, our Internet Service Provider (ISP) may record and log for statistical purposes the following information about your visit:

- your computer address;
- your top level name (for example, .com.,gov., .org, .au etc.);
- the date and time of your visit;
- the pages and documents you access during your visit; and
- the browser you are using.

Our web-site management agent may use statistical data collected by our ISP to evaluate the effectiveness of our web-site.

3.2 Cookies

A "cookie" is a device that allows our server to identify and interact more effectively with your computer. Cookies do not identify individual users, but they do identify your ISP and your browser type.

This website uses temporary cookies. This means that upon closing your browser, the temporary cookie assigned to you will be destroyed and no personal information is maintained which will identify you at a later date.

Personal information such as your email address is not collected unless you provide it to us. We do not disclose domain names or aggregate information to third parties other than agents who assist us with this website and who are under obligations of confidentiality. You may be able to configure your browser to accept or reject all cookies and to notify you when a cookie is used. We suggest that you refer to your browser instructions or help screens to learn more about these functions. However,

please note that if you configure your browser so as not to receive any cookies, a certain level of functionality of the (name of the practice) website and other websites may be lost.

3.3 Links to third party websites

We may create links to third party websites. We are not responsible for the content or privacy practices employed by websites that are linked from our website.

3.4 Use and disclosure

We will use any personal information collected via our website in accordance with our privacy policy.

If you wish to contact us regarding our Privacy Policy, please email: support@speechpath.tech

Terms & Conditions:

Terms & Conditions - Speech Pathologist Terms and Conditions

Parties

This Agreement is between –

The Speech Boutique Pty Ltd, ABN [30 618 240 074](#) trading as The Speech Path Australia (Speech Path); and the Speech Pathologist who has signed up to the Speech Path Platform in accordance with this Agreement (Speech Pathologist); Are each considered a Party to this agreement and together the Parties.

Nothing in these terms limit the Speech Pathologist's rights under the Australian Consumer Law.

About this Agreement

The *Speech Path Platform* means the online Web App, mobile and tablet Apps, where Speech Pathology Clients provide the information necessary to enlist the services of a Speech Pathologist and wait to be offered services by a qualified Speech Pathologist. The clients and Speech Pathologists are connected to fill therapy contracts by the Speech Path Platform.

Term of Agreement

Item 1: This Agreement commences when the Speech Pathologist accepts these terms and conditions by clicking "I accept" or registering on the Speech Path Platform, and continues until terminated in accordance with this Agreement. By accepting this Agreement, the Speech Pathologist acknowledges that they have read, understand and agree to comply with the terms of this Agreement.

The Speech Path Platform

The following clauses apply to the use of the Speech Path Platform Services:

Relationship of the parties

Item 2: The Speech Pathologist acknowledges and agrees that –

1. they are independent of the Speech Path Platform and are not an agent, employee, contractor or subcontractor of the Speech Path application; Speech Boutique Pty Ltd; or; The Speech Path Australia.
2. The Speech Path platform is the conduit between Speech Pathologists and Clients or Potential Clients. The Speech Path provides the platform to users (including hosting and maintaining the platform), utilises marketing strategies to gain potential Client therapy contracts, and process payments between Clients and Speech Pathologists (together with the Speech Path Platform Services);
3. Speech Path; The Speech Boutique Pty Ltd; or the Speech Path Australia is not liable or responsible for the conduct, acts or omissions of Speech Pathologists or Clients;
4. the Speech Pathologist retains the right to use other services to provide Speech Pathology services and to engage in any occupation or other business;
5. The Speech Path does not check or carry out searches or due diligence on clients. Speech Pathologists are always responsible for and obliged to take all reasonable precautions in relation to their personal safety and security and liability. Speech Path, The Speech Boutique Pty Ltd or The Speech Path Australia are not responsible or liable for any financial, physical, mental or emotional loss, claim, harm or damage suffered as a result or in connection with, or as a consequence of, accepting (or refusing to accept), or taking on a client contract through the Speech Path platform.

Warranties by the Speech Pathologist

Item 3: The Speech Pathologist warrants that they have done all of the following –

1. complied with all requirements in their country, state or territory of operation to become a fully qualified Speech Pathologist;
2. they have no health or medical issues that may prevent them from being fit to provide therapy services to telehealth clients;
3. they agree to maintain ongoing membership with Speech Pathology Australia (or the equivalent governing body in your country state or territory), Speech Pathology Australia's Code of Ethics; The code of conduct; Privacy Policy; and all checks, qualifications and clearances required to comply with the practicing laws in your country, state or territory.

Speech Pathologist's Use of the Speech Path Platform

Item 4: The Speech Pathologist agrees –

1. They are required to have a username and password to access and use the Speech Path platform, website, phone and tablet application;
2. That they will not divulge their username or password to anyone or allow others to use it on their behalf;
3. That they will only use the Speech Path website for its intended purpose;
4. The information they have provided is current, true and correct;
5. To amend their details whenever their circumstances change as a matter of priority;

6. Not to use the Speech Path platform for any illicit purposes including to disseminate hate speech or similar views; and
7. Not to use the Speech Path platform to promote any third parties without express permission from The Speech Path Australia in writing.

Fidelity

Item 5: The Speech Pathologist agrees:

1. Not to take payments from clients through any other means other than through the Speech Path Platform;
2. Not to do any acts or omit to do things that damage or may damage the reputation of the Speech Path Platform.

The Speech Pathologist agrees that a breach of these terms and conditions will result in immediate termination of the Agreement pursuant (see “termination” below), and removal from the Speech Path app and platform.

Policies

Item 6: The Speech Pathologist warrants that they have read and understood the following documents –

1. The Speech Path Code of Conduct;
2. The Payment Policy;
3. The Speech Path Privacy Policy; and
4. The Speech Path Policies and Procedures that may be provided to clients and Speech Pathologists from time to time.

The Speech Pathologist further warrants that they agree to the Policies and agree to any amendments as made from time to time. The parties agree that all Policies and subsequent amendments are binding on the parties. Links to the Policies can be found in the Schedule to this document and under their profile on the Speech Path platform or on the speechpath.tech website.

Quality Assurance

Item 7: The Speech Pathologist acknowledges and agrees that –

1. Speech Path is dedicated to providing independent Speech Pathology jobs and providing an online service that allows clients to find a qualified Speech Pathologist they can contract online for therapy services on the Speech Path Platform;
2. The Speech Path maintains and expects only the highest quality of services from Speech Pathologists;
3. The Speech Path relies on its reputation with the community to secure word of mouth sales and to generate customers and bookings; and
4. The Speech Pathologist must adhere to and comply with all standards determined by the Speech Path in carrying out its services, as set out in, but not limited to, clause 10. below.

The Speech Pathologist agrees –

1. to be respectful to clients and associated stakeholders;
2. to be punctual and reliable in all dealings with clients, stakeholders and staff of the Speech Path platform;
3. to be professional and deliver a high quality, evidence based service;
4. not to take or accept additional payments directly from the clients or third party providers.
5. If the Speech Pathologist receives poor feedback from the client whether based on a failure to comply with clause 10 or otherwise, the Speech Path may at its sole and absolute discretion immediately terminate the Speech Pathologist with the Speech Path pursuant to clause 17.3.

Insurance

Item 8: The Speech Pathologist is solely and absolutely responsible for holding and maintaining the insurance set out in this clause 12, and further warrants that they –

1. hold the appropriate levels of public liability;
2. will inform the Speech Path when any form of insurance lapses;
3. will not see any clients or complete any therapy without current and appropriate insurance.

Tax Compliance

Item 9: Speech Pathologists agree to comply with all Australian tax requirements including paying any applicable GST if transacting through the Speech Path Platform, Apps or associated websites. In particular, Speech Pathologists acknowledge that they will only be required to charge and remit GST on taxable supplies if they are registered or are required to be registered for GST in accordance with the A New Tax System (Goods and Services Tax Act) 1999 (Cth) as interpreted by the binding rulings published by the Federal Commissioner of Taxation from time to time, and Speech Pathologists are responsible for paying this.

Speech Pathologist Payment Terms

Item 10: The Speech Path will forward all client payments earned for services rendered to the appropriate Speech Pathologist, minus the agreed per client or subscription fee.

1. The Speech Path will provide to the Speech Pathologist an invoice for each payment, setting out the following for each lesson –
 1. Number of clients seen;
 2. price per client;
 3. Service Fees deducted;
 4. Payout Processing Fees deducted;
 5. Monthly Account Fees deducted (if under the subscription model); and
 6. GST (where applicable).

2. The Speech Path may amend the rate of the Service fee, the Payout Processing Fee, or the Monthly Account Fee on 30 days' notice to the Speech Pathologist. The revised fees will then from that time be deemed to take effect automatically.

Events of Termination

Item 11: The Speech Path may, in its discretion, restrict, suspend or cancel a Speech Pathologist's registration with the platform upon providing Written Notice under the following circumstances –

1. where a Speech Pathologist breaches this Agreement;
2. where a Speech Pathologist has committed an offence, including where the Speech Pathologist has failed to maintain their registration with Speech Pathology Australia; has failed to maintain the appropriate insurances, clearances or practicing laws/guidelines for their country/state/ territory; or; has been charged with or has been convicted of a criminal offence;
3. where the Speech Pathologist receives consistent poor feedback or accumulates a poor rating as determined by the Speech Path platform.
4. If a Speech Pathologist's failure to perform their obligations under this Agreement is not rectified within 7 days (or cannot be rectified), the Speech Path may restrict, suspend or cancel a Speech Pathologist's registration on the Speech Path platform without giving notice to the Speech Pathologist.
5. The Speech Path will remove the ability for a Speech Pathologist to receive new clients immediately when any form of documentation or insurance certificate of currency that the Speech Path has in its records has expired and the Speech Pathologist has not provided a new / current document or certificate of currency.
6. A Speech Pathologist may terminate this Agreement by de-registering their account on the Speech Path website and platform, in which event the Speech Pathologist agrees that all Speech Pathology data and information will be retained by The Speech Path Australia for an indefinite period unless that Speech Path expressly requests that the Speech Pathologist permanently delete their data and information. Please note their client files and reports will be retained on the client side of the platform and will be held as per legal requirements regardless of termination of agreement by either the Speech Pathologist or The Speech Path Australia.

Termination

Item 12: A Speech Pathologist may terminate this Agreement by de-registering their account on the Speech Path Australia platform.

1. The Speech Path may terminate this Agreement at any time by giving 30 days written notice to the Speech Pathologist.
2. The Speech Path may terminate this Agreement at any time with written notice to a Speech Pathologist where the Speech Pathologist has breached a material term of this Agreement that has not been remedied within 5 Business Days.
3. On termination, The Speech Path will pay the Speech Pathologist for any outstanding payments owed.

4. This clause will survive termination or expiry of this Agreement.

GENERAL

Australian Consumer Law

Item 13: Certain legislation, including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth), and similar consumer protection laws and regulations, may confer the Speech Pathologist and clients with rights, warranties, guarantees and remedies relating to the provision of the Speech Path Platform Services by the Speech Path Australia to Speech Pathologist which cannot be excluded, restricted or modified (Consumer Law Rights).

1. If the ACL applies to Speech Pathologist or client/customer as a consumer, nothing in these Terms excludes the Speech Pathologist's or clients' Consumer Law Rights as a consumer under the ACL. The Speech Pathologist agrees that the Speech Path Australia's Liability for the Speech Path Platform Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and this Agreement.
2. Subject to Consumer Law Rights, The Speech Path Australia excludes all express and implied warranties, and all material, work and services are provided to the Speech Pathologist without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
3. This clause will survive the termination or expiry of this Agreement.

Liability

Item 14: Despite anything to the contrary, and to the maximum extent permitted by law:

1. The Speech Pathologist agrees to indemnify The Speech Path Australia, and hold The Speech Path (and any of its subsidiaries) harmless, for any Liability the Speech Path incurs due to Speech Pathologist's breach of this Agreement;
2. neither Party will be responsible for Consequential Loss;
3. each Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
4. The Speech Path Australia's aggregate liability for any Liability arising from or in connection with this Agreement will be limited to The Speech Path Australia resupplying the Speech Path Platform to the Speech Pathologist.
5. This clause will survive termination or expiry of this Agreement.

Indemnity

Item 15: The Speech Pathologist agrees to indemnify and protect The Speech Path Australia (and its subsidiaries) against any actions, damages, claims, demands, prosecutions, fines and penalties including through negligence which occur as a result or in relation to their actions as a Speech Pathologist or healthcare provider.

1. Item 29 survives termination of the Agreement.

Privacy

Item 16: The Speech Path Australia and Speech Pathologist agree to adhere to the Australian Privacy Principles from time to time in full force (as applicable).

1. The Speech Pathologist agrees to The Speech Path Australia using Speech Pathologist information and personal data for marketing purposes.
2. The Speech Pathologist may obtain access to personal information that The Speech Path Australia have on record by sending a request to ben@speechpath.tech By entering into this Agreement the Speech Pathologist acknowledges that they have read the Privacy Policy and agree to the Speech Path Australia Privacy Policy as amended from time to time. The Speech Pathologist also agrees to any updates or amendments to The Speech Path Australia's policies indefinitely, without the need for individual acknowledgement of each change.

Intellectual Property

Item 17: The Speech Pathologist agrees that all intellectual property and copyright rights over or in connection with the Speech Path Platform, Website, products and resources are owned by The Speech Path Australia exclusively. Unless uploaded and sold by you through the Speech Path platform.

Force Majeure

Item 18: Neither the Speech Path or Speech Pathologist are liable to the other or considered to be in default under this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented by reason of force majeure, which is defined for this Agreement to mean an event that is beyond the reasonable control of the party affected and occurs without such party's fault or negligence.

Arbitration

Item 19: If any dispute arises between a Speech Pathologist And The Speech Path Australia, the following procedures apply –

1. If the dispute is not resolved within 14 days, the parties agree to refer the matter to a mediator in accordance with the following procedure –
 1. the parties agree to hire a mediator to mediate over the dispute;
 2. the mediation will take place via an agreed video conferencing platform; and
 3. the mediator will follow the mediation procedure set out by the Resolution Institute. A copy of the mediation rules may be accessed at this website: <https://www.resolution.institute/documents/item/1897>
2. If the mediation process fails, the parties agree to refer the matter to an arbitrator in accordance with the following procedures –
 1. the arbitration is to be conducted by a single arbitrator who is to be agreed by the parties;

2. if the parties are unable to agree on the arbitrator within 14 days, the arbitrator is to be appointed by the President of the Institute of Arbitrators Australia;
 3. the arbitration will be conducted in accordance with the Rules of Conduct of commercial arbitrators and any guidelines issued by the Institute of Arbitrators; and
 4. the parties agree that the decision of the arbitrator is binding on the parties.
3. The costs of mediation or arbitration are to be shared equally between the parties.

No Waiver

Item 20: A failure or delay by The Speech Path Australia in exercising a right does not constitute a waiver of The Speech Path Australia's rights to pursue an action.

No Assignment of Agreement

Item 21: The Speech Pathologist is not allowed to sell, assign, sub-lease or transfer this Agreement to anyone else.

Modification of Agreement

Item 22: The Speech Path Australia may change this Agreement from time to time upon written notice to the Speech Pathologist. It is recognised:

1. a Speech Pathologist who continues to use the Speech Path platform and accepts clients or jobs is considered to accept the new terms as updated from time to time; and
2. it is the responsibility of the Speech Pathologist to read through the amended terms and conditions as required from time to time.

Notice

Item 23: Notices provided under this Agreement may be provided by –

1. email;
2. any other form of electronic communication, including via the Speech Path platform – including its website; or
3. by any other means used on a regular basis by both parties.

Severability

Item 24: This Agreement is to be interpreted in a way that renders the provisions valid and enforceable to the maximum extent possible.

Governing Law

Item 25: This Agreement is governed by the laws of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of South Australia.

Entire Agreement

Item 26: This Agreement represents the entire agreement between the parties, along with any documents referred to herein. This Agreement supersedes any previous understandings or agreements, whether oral or written.

Item 27: Definitions

1. The following words carry the following meanings:

1. ***Agreement*** means this document as amended from time to time along with any documents referred to in this document;
2. ***Australian Consumer Law*** means the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth)
3. ***Code of Conduct*** means the Speech Pathology Australia Code of Conduct.
4. ***Consequential Loss*** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
5. ***Speech Pathologist*** means the person who has contracted with The Speech Path Australia to run parts of their business, including seeing clients and selling resources as a suitably qualified Speech Pathologist through the Speech Path online website and platform;
6. ***Event of Termination*** means those events set out in clauses 17 – 20.
7. ***Speech Path*** means The Speech Boutique Pty Ltd, trading as The Speech Path Australia;
8. ***The Speech Path Platform*** means the online Website, Web App, Phone App and Tablet App where Speech Pathologists and Clients are connected by the Speech Path.
9. ***Intellectual Property*** means any copyright, registered or unregistered designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
10. ***Liability*** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgement (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to this Agreement or otherwise;
11. ***Policies*** means the Payment Policy, the Privacy Policy, and the Speech Pathology Code of Conduct;
12. ***Privacy Policy*** means the Speech Path Australia Privacy Policy;
13. ***Written Notice*** includes notification given by email or SMS.

Item 28: Additional Terms of Service are outlined Below

Speech Path is an app and website that allows Speech Pathologists, health practitioners and patients/client's to connect and participate in telehealth consultations by videoconference. We provide the service that allows patients to request and "attend" consultations with Speech Pathologists and health practitioners who also use the Speech Path Platform. We also provide the software, which gives registered Speech Pathologists' and health practitioners and approved officers the ability to record and review consult notes and medical documents.

By using the Speech Path Service, you agree to the following terms of use.

Item 29: Terms of Use

- **1. Definitions**
 - **1. Speech Path Speech Pathologist or Health Practitioner means a Speech Pathologist or health practitioner who provides specialised Speech Pathology consulting services through the App and Website.**
 - **2. App means the Speech Path software app developed by us for providing the Speech Path service.**
 - **3. Website means the Speech Path.tech website developed by us for providing the Speech Path Service.**
 - **4. Speech Path Service means the services provided through the App and Website, including booking, billing, therapy and consultation services.**
- **2. Application of Terms**
 - **1. These Terms of Use apply to any person who downloads the App, visits the Website and uses the Speech Path Service.**
 - **2. If you do not agree with these terms of use, you must not use the Speech Path Service.**
- **3. Eligibility**
 - **1. You may only use the Speech Path Service:**
 - **1. for yourself, or for your dependent child; and**
 - **2. if you are registered as a Speech Path user.**
 - **2. If we, or a Speech Path Speech Pathologist or Health Practitioner determine that you are ineligible to use the Speech Path Service, or that the Speech Path Service is inappropriate for you, then we, or the Speech Path Speech Pathologist or Health Practitioner, may refuse you access to the Speech Path Service.**
- **4. Services Provided**

- 1. We provide the App and Website for use by patients/clients and Speech Pathologists/ health practitioners to connect and conduct telehealth consultations.
- 2. We provide services that allow the telehealth consultations to occur, such as booking, billing systems and medical record storage.
- 3. We do not provide medical or therapeutic services directly. These are provided by the independent Speech Pathologist or Health Practitioner who have elected to use the Speech Path Service.
- 4. We may terminate, cancel or suspend any part of the Speech Path Service at any time without notice. We are not liable for any loss or claim arising from such a decision.
- 5. Services
 - Speech Path Speech Pathologists and Health Practitioners are responsible for all services they provide through the Speech Path Service, including assessing the suitability of the Speech Path Service for your treatment, presentation or diagnosis and keeping adequate medical records.
 - 2. As such, we do not:
 - 1. warrant or guarantee the quality of any services provided through the Speech Path Service; or
 - 2. endorse any particular Speech Path Speech Pathologist or Health Practitioner.
- 6. Telehealth Services
 - 1. Telehealth services provide a convenient and easy way to access medical and therapeutic services, including assessments and recommendations. However, telehealth is not a sole substitute for in person consultations where telehealth is deemed inadequate by your Speech Pathologist or Healthcare Provider.
 - 2. In some cases, the outcome of a telehealth consultation may be that you need to attend an in person consultation.
 - 3. If you require urgent medical attention, you should contact your local emergency services.
- 7. Acceptable Use
 - 1. You must use the Speech Path Service:
 - 1. only for the purpose for which it was designed; and
 - 2. in a manner that respects other users and Speech Pathologists or Health Practitioners.

- 2. You must not use the Speech Path Service:
 - 1. for any illegal or unlawful purpose; or
 - 2. to encourage any other person to do any of those things; or
 - 3. in a way that damages, or is reasonably likely to damage, our reputation, or the reputation of the App, Website or Service.
- 3. You must not record any consultation provided through the Speech Path Service.
- 8. Fees
 - 1. For each consultation provided through the Speech Path Service you will be charged a fee as determined between us and the Speech Pathologist or Health Practitioner.
 - 2. We are the agent of Speech Path Speech Pathologists and Health Practitioners for the purposes of billing. We will charge you on the Speech Pathologist or Health Practitioner's behalf.
 - 3. Unless clearly stipulated, services provided through the Speech Path Service do not attract Medicare benefits. For each consultation you will be liable for the whole of the fee.
 - 4. We are not responsible for any fees you incur in receiving services through the Speech Path Service (e.g. internet connection or mobile data fees).
- 9. Termination of Service
 - 1. We may terminate, limit or suspend your use of the Speech Path Service at any time.
 - 2. If we terminate your use of the Speech Path Service in accordance with these terms of use, we will continue to retain and deal with your information in accordance with any applicable legislation.
 - 3. We will maintain a termination procedure for you to terminate your use of the Speech Path Service.
 - 4. You may terminate your use of the Speech Path Service by following the termination procedure we have in place at the time of termination.
 - 5. You may not terminate your use of the Speech Path Service if you have any fees outstanding for your use of the Speech Path Service.
 - 6. If you terminate your use of the Speech Path Service, you will remain liable for any fees incurred prior to termination. Speech Path Speech Pathologists and Health Practitioners are responsible for all services they provide through the Speech Path, including assessing the suitability of the Speech Path Service for your individual presentation, diagnoses and therapy requirements and keeping adequate medical records.

- **10. Intellectual Property**

- **1. We are the owners, or licensees, of all intellectual property in the App and Website.**
- **2. Nothing in this agreement has the effect of transmitting any of our intellectual property in the App and Website to any other person.**
- **3. You are granted a limited right to use the Speech Path Service in accordance with these terms of use.**
- **4. You must not do anything that infringes, attempts to infringe, or is reasonably likely to infringe, any intellectual property in the App and Website.**

- **11. Confidentiality**

- **1. You acknowledge that we will store your information, including your Patient/Client Record, in order to provide you with the Speech Path Service.**
- **2. We will collect, manage and deal with your information in accordance with:**
 - **1. any applicable privacy laws, including laws relating to health information; and**
 - **2. our Privacy Policy, which is available at speechpath.tech**
- **3. You consent to us using your information for the purposes of:**
 - **1. Providing Speech Pathology services to you through the Speech Path Service (including disclosing your Patient Record to registered Speech Pathologists and Health Practitioners and approved officers when required); and**
 - **2. for improving the Speech Path Service Platform.**

- **12. Liability and Indemnity**

- **1. You acknowledge and agree that:**
 - **1. you are responsible for your use of, and access to, the Speech Path Service & Platform;**
 - **2. you are responsible for ensuring that others do not access the Speech Path Service or Platform in your name;**
 - **3. we are not liable for any loss, claim or proceeding relating to your use of the Speech Path Service or Platform.**
- **2. You agree to indemnify us against any loss, claim or proceeding relating to your use of the Speech Path Service or Platform except to the extent that the liability,**

loss, claim or proceedings are attributable to our acts or neglect, or the acts or neglect of those for whom we are legally liable.

- **13. Disputes/Complaints**

- 1. If you have any dispute or complaint arising out of your use of the Speech Path Service or Platform, you may notify us by:
 - 1. sending an email to support@speechpath.tech; or
- 2. If your dispute or complaint relates to matters for which we are responsible, then:
 - 1. you must notify us of the nature of the dispute as soon as practicable;
 - 2. our nominated representative will discuss the dispute with you; and
 - 3. if that discussion fails to resolve the issue, then the matter shall be referred to an independent third party selected by agreement between you and us or, in the absence of agreement, by the President of the South Australian Law Society.
- 3. The expert must make a decision on the dispute. Both parties are bound by the expert's decision.
- 4. The cost of the expert will be equally shared between the parties.
- 5. You may not commence any proceedings against us in any Court or Tribunal unless the process for resolving disputes with us has been followed.
- 6. If your dispute or complaint relates to matters for which a Speech Path Speech Pathologist or Health Practitioner is responsible, we may refer the complaint to them.
- 7. You acknowledge that we have no other responsibility for resolving complaints relating to matters for which a Speech Pathologist or Health Practitioner is responsible.

- **14. Services**

- 1. These terms of use are governed by the laws of South Australia.
- 2. Any invalid, unenforceable or illegal part of these terms of use is to be treated as being omitted from the terms of use. The remaining terms of use continue to apply.
- 3. You may not assign or transfer any rights under these terms of use without our written consent.
- 4. These terms of use comprise the entire agreement between you and us in relation to your use of the Speech Path Service Platform.

- **15. Disclaimer**

- **1. This Agreement is only between You and the Speech Pathologist, and no contractual relationship exists between You and The Speech Boutique Pty Ltd ([ABN 30 618 240 074](#)) or any of its 'associated entities' (as that term is defined in section 50AAA of the Corporations Act 2001 (Cth) (together, "The Speech Path Australia").**
- **2. The Speech Path Service, the App, the Website, the introduction of You to a Speech Pathologist or Health Practitioner, and any other goods or service in connection with any of the foregoing are provided to You by Speech Path pursuant to the Speech Path Terms & Conditions, and not by The Speech Path Australia or The Speech Boutique Pty Ltd.**
- **3. To the maximum extent permitted by law, You agree that The Speech Path Australia or The Speech Boutique Pty Ltd will not be liable, and You release The Speech Path Australia or The Speech Boutique Pty Ltd and each of its shareholders, directors, officers, employees, agents and contractors from any liability in respect of any loss, damage, expense, cost or claim by or against You or Your Related Parties (whether contractual, tortious, statutory or otherwise) for any direct or indirect, special, incidental or consequential damage or injury, including but not limited to any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Speech Path Service or platform, the App, the Website or the provision of any other goods or services under this Agreement, and whether as a result of negligence, breach or default or otherwise by The Speech Path Australia or The Speech Boutique Pty Ltd, or any of its shareholders, directors, officers, employees, agents and contractors.**
- **4. Except where otherwise stated, defined terms in the above paragraphs have the meaning given to them in the Speech Path Terms and Conditions.**

Item 30: Speech Path provides you with the ability to have a Speech Pathology consultation with an Australian registered, fully qualified and experienced Speech Pathologist via video call, anywhere in Australia.

We provide a platform for affordable and effective Speech Pathology consultations, supplementing the traditional health care system.

The ultimate benefit of Speech Path is the convenience to patients or clients. Simply create a profile, "Request a Consult, therapy or assessment" and the first available Speech Pathologist will connect with you as soon as practicable.

Item 31: Interpretation

- 1. In the interpretation of this Agreement:**
 - 1. every aspect of this document with the exception of the headings are substantive parts of this Agreement and are to be read accordingly;**
 - 2. headings are used for convenience, but are not to be interpreted as part of this Agreement;**

3. **when the singular is mentioned, it also means the plural of that word, and vice versa;**
 4. **words specifying one gender includes all other genders; and**
 5. **when legislation is referred to, the legislation includes all rules, ordinances, by laws, orders, regulations, consolidations, rewrites, amendments, re-enactments and replacements of that same legislation.**
2. **In the event of any inconsistency between the provisions of this Agreement and the Payment Policy, this Agreement shall prevail.**
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Disclaimer:

Whilst every effort has been taken to ensure these documents are compliant with all the relevant laws, rules and codes required to practice Speech Pathology in Australia, by downloading and using these files, The Speech Path Australia and its affiliates are not liable for any damages resulting from misuse or elements specific to your personal practice. The Speech Path Australia do not claim ownership over any of the Speech Pathology Australia documentation provided - it is freely available on their website, it has just been included here to save you time. It is recommended you engage your own legal counsel to double check any document on our site that has been offered by The Speech Path Australia, its affiliates, members or clients before use if you have any concerns.

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