

Inca Service Agreement for General Practice: Terms and Conditions

This Agreement is an electronic contract made between **Precedence Health Care Pty Ltd** (ABN 60 115 940 120) (**Precedence**) and the General Practice Entity (**you**). This agreement is supplementary to the terms of use posted on the Inca website (**Terms of Use**) and incorporates those terms into this agreement.

Services

You are required to enter this agreement where, as a care provider who is also a registered member of Inca, you seek to acquire certain features of the services available within Inca.

Specifically, Precedence agrees to provide the **Inca Platform**, described on the web page cdm.net.au, to individual general practitioners who provide chronic disease management services to patients in your practice (**Authorised General Practitioners**), together with professional support staff working with those Authorised General Practitioners (**other eligible persons**), subject to payment by you on the terms set out below.

Eligibility

In order to access the Inca website, a General Practitioner must have a current Medicare provider number and must use this number when registering for the Inca service. Precedence accepts no responsibility in the event that you or an individual General Practitioner allows their Medicare provider number registration to lapse or provides an incorrect provider number to Precedence.

Terms of Use

General Practitioners and other eligible persons will be granted access subject to their acceptance of the **Terms of Use**.

Precedence Disclaimer

Precedence cannot and does not guarantee that information provided on the Inca website is correct, complete or up to date.

Precedence takes all reasonable measures to verify the identity of healthcare providers who register for the service but cannot guarantee the identity of the recipient. Except as required under Division 1 of Part 3-2 of the Australian Consumer Law (**ACL**), or as expressly set out in this Agreement, Precedence provides no warranty, guarantee or assurance, express or implied, in relation to the services supplied under this Agreement.

To the extent that the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and except in the case of a failure by Precedence to comply with a consumer guarantee under any of sections 51, 52 or 53 of the ACL, the liability of Precedence for a failure to comply with a consumer guarantee relevant to the service is limited to the supply of the service again or the payment of the cost to you of having the service supplied again.

Subject to the foregoing, (a) all guarantees, conditions and warranties which would otherwise be implied in this Agreement (by statute, general law or otherwise) are expressly excluded to the full extent permitted by law, (b) Precedence excludes all liability for special, indirect or consequential loss or damage sustained by you as a result of a breach of this Agreement, and (c) Precedence will not be accountable for any loss attributable to an interruption to the Inca caused by circumstances beyond its control, or any corruption of data or any errors or delays occurring for any reason.

Subscription, changes and cancellations

Monthly Subscriptions

You are responsible for payment of the charges of \$79AUD* per month for all Authorised General Practitioners. For the avoidance of doubt, payments are determined by the number of active Authorised General Practitioners account holders per practice.

Precedence will charge you one month in advance from the date of your enrolment. All monthly subscription plans are paid by monthly automatic electronic payment (credit card, debit card or direct debit). Monthly subscriptions fees will automatically be deducted monthly from the beginning of your enrolment. All plans paid 12 months in advance will automatically be deducted each year at the beginning of your enrolment. New licenses added to an existing yearly subscription will be charged a one-time prorated fee, and all subsequent payments will be combined into a single yearly deduction on the original enrolment date. Any changes to service, or cancellation must be received 30 days in advance of next billing cycle.

* Precedence reserves the right to change the chargeable Inca fees from time to time. Members will be notified 30 days prior to the new fees taking effect.

Cancellations

Either party may terminate this agreement at any time. If you wish to terminate this agreement, a notification must be sent in writing to the Finance Manager, by email to jemma.clark@precedencehealthcare.com 30 days in advance from the requested cancellation date. For further information, please contact Precedence Health Care via the Support Centre as detailed on the Inca website. Precedence expressly reserves such other rights, including rights of termination, as are set out in the Terms of Use.

The provisions of this Agreement can be varied by Precedence in its sole discretion. Members will be notified at login to Inca of any changes to the agreement.

This Agreement is governed by the laws of the State of Victoria, Australia.

Cancellations require 30 days' notice prior to the first day of the next billing cycle. Because Inca is provided on a monthly basis, you will be responsible for service fees already paid regardless of when the notice of termination is provided. Thus, for example, if you provide notice to terminate prior to the end of the billing cycle the remaining balance for that month will not be pro-rated or refunded. If you have prepaid for services twelve months in advance, you agree that no refunds will be issued for any unused portion of the services

regardless of when the service is cancelled. Therefore, if your account is cancelled at any point during the pre-paid contract term, you will not be entitled to a pro-rated refund.

Transferring a license

You may transfer a General Practitioner license to another General Practitioner if you do not wish to cancel. Please contact Precedence Health Care via the Support Centre as detailed on the Inca website.

Payment

Precedence uses the third party payment platform, [Westpac PayWay](#), to process credit and debit card transactions for your Inca account. Westpac PayWay is a “Partner Application” as defined in the [Westpac PayWay Terms and Conditions](#). By using Inca, you agree to comply with Westpac PayWay’s Terms and Conditions. Precedence shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including Westpac PayWay, or for any adverse effects that actions (whether intentional or unintentional) on the part of Westpac PayWay may cause to your Inca account, or your business. The Westpac PayWay terms and Conditions are subject to change at any time and if changes adversely affect Inca or in any other respect are unacceptable to you, you may withdraw from your agreement with Precedence to use Inca.

Non-Payment

Precedence may engage a third party to act as its agent for the purpose of invoicing and collecting our fees. You consent to us disclosing such information (including confidential and personal information) to such a third party for the sole purpose of discharging this responsibility.

In the event of a failed or returned payment, Precedence reserves the authority to charge a failed payment fee of \$2.50 per failed transaction.