

TERMS AND CONDITIONS

Last Update: 3rd March 2026

1. Welcome! This Website is owned and operated by Brisbane Migraine Specialists Pty Ltd ACN 693 651 491 (**BMS, we, us** and **our**). Thank you for visiting.
2. Your use of our Website, App and Services is subject to these Terms and Conditions. If You do not agree to these Terms of Conditions (including the Related Policies), then You must stop using the Website, App and Services.

DEFINITIONS

ACL

3. means the Australian Consumer Law as contained in the Competition and Consumer Act 2010 (Cth).

App

4. means our mobile/desktop App relating to our business and available for download from different App stores from time to time.

Consequential Loss

5. means any one or more of the following:
 - a. Indirect loss;
 - b. Loss of revenue;
 - c. Consequential loss;
 - d. Loss in connection with third party claims;
 - e. Loss of reputation;
 - f. Loss of profits;
 - g. Loss of bargain;
 - h. Loss of actual or anticipated savings;
 - i. Lost opportunities, including opportunities to enter into arrangements with third parties; and
 - j. Loss or corruption of data.

Intellectual Property

6. Includes all:
 - a. inventions, discoveries, innovations, novel or technical information and data, prototypes, processes, improvements, and patents, including all patents and patented applications, processes and products within the meaning of the Patents Act 1990 (Cth);
 - b. circuitry and circuit layouts, computer programs, software, code, drawings, plans, and specifications;



- c. domain names, business names, trade marks, including any trade name, brand name, common law trade mark, or trade mark within the meaning of the Trade Marks Act 1995 (Cth);
- d. designs, including all designs within the meaning of the Designs Act 2003 (Cth);
- e. copyright material within the meaning of the Copyright Act 1968 (Cth);
- f. trade secrets and know-how; and
- g. works, and all other works resulting from intellectual activity in the industrial, scientific, education, literary, or artistic fields.

Related Policies

- 7. means the other policies / agreements / terms identified under the heading RELATED POLICIES at the end of these Terms of Use.

Relevant Laws

- 8. means any State, Federal and/or international law/s applying to or otherwise governing You and/or Your conduct.

Services

- 9. means any medical or related services provided by us, whether in person including at our clinics, on a communications device including via a telehealth appointment, or online.

Website

- 10. means our website as located at the domain <https://migrainespecialist.com.au> and all content contained or otherwise displayed therein.

You / Your

- 11. are references to you (whether an individual, business, corporation or other entity) as a user of our Website, App or Services. Where the user is under the age of 18, the reference is to the user's parent or guardian and it is hereby acknowledged that they are acting on their own behalf and in relation to the minor.

INTERPRETATION PRINCIPLES

- 12. The following rules apply unless the context requires otherwise:
 - a. headings are for ease of reference only and do not affect interpretation;
 - b. the singular includes the plural and vice versa, and a gender includes other genders;
 - c. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - d. a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
 - e. a reference to a clause is a reference to a clause of this document;
 - f. a reference to an agreement or document is to the agreement or document (or schedule) as amended, varied, supplemented, novated or replaced, from time to time;



- g. a reference to a party to an agreement or document includes that party's successors, permitted substitutes and permitted assigns (and, where applicable, that party's legal personal representatives);
- h. a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
- i. a reference to dates and times are to those dates and times in Queensland;
- j. a reference to "dollars", "\$" or an amount of money is to Australian currency;
- k. the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions; and
- l. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it.

TERMS OF USE

- 13.** By and during Your access to, use of, or receipt of, the Website, App or our Services, You agree that:
- a. You have read, understood, and agreed to be bound by these Terms of Use, including our Related Policies.
 - b. You are over the age of eighteen (18) years old and can give all consents and the making of all representations contained in the Terms of Use.
 - c. In addition to the express clauses of the Terms of Use, You will also comply with all Relevant Laws in relation to Your use of and interactions with us and the Website, App or our Services.
 - d. You waive, exclude, and agree to refrain from making use of any rights and legal actions which arise outside of the laws of Australia, to the maximum extent permissible by law that can be validly and legally be done by You, in relation to the Terms of Use and/or Your interactions with Us.
 - e. If You are accessing and using the Website, App or our Services on behalf of or during Your duties for another legal entity, such as a corporation, You represent that You are an authorised agent able to act on behalf of this entity and able to validly bind the entity to these Terms of Use.
 - f. You will not use the Website, App or our Services for any activities that breach any Relevant Laws, infringe the rights of third parties, or are contrary to relevant standards or codes.
 - g. You will not use the Website, App or our Services to harm or harass others.
 - h. You will not make fraudulent, speculative, or spam enquires, purchases, or requests through the Website.
 - i. You will not interfere with or damage or attempt to override any software or data associated with the Website, App or our Services.
 - j. You will not use any robot, spider or other device or process to mine, retrieve or in any way reproduce, modify, or obtain data or code from the Website or App.
 - k. You will not, except to the extent permitted by law, modify, adapt, sublicense, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Website or App, or cause any other person to do so.



- l.** You will not reformat or reframe any portion of the Website or App, or cause any other person to do so.
 - m.** You will not take any action that would be reasonably likely to result in the infrastructure of our Website, App or our Services being overloaded or otherwise rendered non-functional.

- 14.** You hereby represent and warrant that You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use and to abide by, and comply with, these Terms of Use.

DISCLAIMERS AND INDEMNITIES

- 15.** You acknowledge and agree that the information contained on the Website, or App:
 - a.** is general in nature only and is not purported to be comprehensive;
 - b.** is current only at the time it is placed on the Website or App and we are under no obligation to update the information or correct any inaccuracy which may become apparent at a later time; and
 - c.** is not intended to provide or make any recommendation or binding offer on which You may rely on for any purpose whatsoever.

- 16.** To the extent permitted by law, BMS and each of our related bodies corporate exclude all liability to You or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the Website, App or our Services including, but not limited to, loss or damage You might suffer as a result of:
 - a.** errors, mistakes, or inaccuracies in the content of the Website, App or our Services;
 - b.** You acting, or failing to act, on any information contained on or referred to on the Website, App or our Services, and/or any website linked to the Website;
 - c.** personal injury or property damage of any kind resulting from Your access to or use of the Website, App or our Services;
 - d.** any unauthorised access to or use of the Website's or App's secure servers;
 - e.** any interruption or cessation of transmission to or from the Website or App;
 - f.** any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the Website or App by any third party; and/or
 - g.** the quality or fitness for any purpose of any linked websites.

- 17.** To the maximum extent permitted by the Relevant Laws, You acknowledge and agree that We take no responsibility for any direct, indirect, special, incidental or Consequential Loss, or any damage, however caused, suffered by You in connection with:
 - a.** Your use of the Website, App or our Services; or
 - b.** Your use of or reliance on any information displayed, contained, or otherwise appearing on the Website, App or our Services.

- 18.** You agree that You will at all times indemnify, and keep indemnified, BMS, its/our agents and contractors, and each of their related bodies corporate, including their directors, officers and employees from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of Your conduct or Your breach of these Terms of Use.



19. You acknowledge and agree that You are responsible for any loss, damage, cost, expense, claim or liability we suffer or incur as a result of your violation of these Terms of Use or any breach by you of your responsibilities, representations and warranties.

ACCESS TO THE WEBSITE

20. We may, in our complete and sole discretion, and without prior notice to You, cease making the Website or App available.

YOUR OBLIGATIONS

21. You warrant that:
- a. All information and data provided by You, to us via the Website, App or our Services, or otherwise is true, accurate, complete, and up to date.
 - b. You have and will continue to comply with all Relevant Laws relating to Your use of the Website, App or our Services, and your interactions and/or dealings with us.
22. You agree to:
- a. Comply with any reasonable requests to ensure the safety and wellbeing of personnel at our premises, including wearing a mask if requested.
 - b. Pay the fees.
 - c. Refrain from hacking or misusing the Website or App.
 - d. Keep confidential and secure any login details for the Website or App.
 - e. Refrain from posting or publishing anything which is unlawful, infringes any intellectual property rights of others, or which is offensive, abusive, defamatory, or objectionable; we reserve the right to otherwise reasonably determines in its discretion to be offensive;

OUR OBLIGATIONS AND LIMITATION OF LIABILITY

23. We must provide the Services in a competent and diligent manner in accordance with professional standards.
24. In accordance the ACL, our Services may come with guarantees that are unable to be excluded.
25. Otherwise we exclude liability for any use of the Website, App or our Services to the extent permissible by law.

INTELLECTUAL PROPERTY

26. We and/or our subsidiaries or affiliates own or are otherwise permitted to use all Intellectual Property in and/or appearing on the Website, App or our Services and all related intellectual property rights, including copyright in these Terms of Use as a literary work.
27. You acknowledge and agree that all content, coding, graphics, images, animations, and Information available on the Website or App is protected by copyright, and other intellectual property rights and laws.
28. You cannot copy, reproduce, modify, republish, upload, post, transmit or distribute any part of the content set out in the Website or App, without our prior written consent. However, You may download and print these Terms of Use, including all Related Policies, for Your personal non-commercial use.



29. You expressly acknowledge that using the Website, App or our Services does not give You any right, title or interest to the content set out in the Website, App or our Services, or any other aspect of the Website, App or our Services.
30. Your use of the Website, App or our Services, and the content set out therein, for commercial purposes is expressly prohibited, without our prior written consent, which may be withheld in our sole discretion.
31. We and/or our subsidiaries or affiliates have proprietary rights in (or are otherwise legally permitted to use) all trade marks and trade names which appear on the Website or App. Using a trade mark without the registered owner's consent infringes the owner's intellectual property rights.
32. By using the Website, App or our Services, You agree not to challenge our, nor our affiliates and/or business partners rights or ownership in respect of:
 - a. The domain name(s) for accessing the Website;
 - b. Any trade marks appearing on, or in connection with, the Website, App or our Services; or
 - c. Any material in which copyright subsists that is used in connection with the Website, App or our Services.

LINKS TO OTHER SITES

33. You may from time to time be able, through hypertext or other computer links appearing within the Website, gain access to other websites operated either by us and/or our subsidiaries or affiliates (**Linked Sites**) or other third parties (**Third Party Linked Sites**).
34. The Linked Sites may have different terms of use.
35. Unless otherwise specified, the Third Party Linked Sites are not under the control of us and/or that of our subsidiaries or affiliates. The Third Party Linked Sites may have different terms of use and may be subject to different laws.
36. We are not responsible for the content of any Third Party Linked Sites, or any changes or updates to them. We provide these links for your convenience only. You follow a link to any such Third Party Linked Sites at your own risk.
37. Unless expressly stated in writing, we and/or our subsidiaries or affiliates are not a party to any transaction between you and a Third Party Linked Site.
38. Unless specified, we and/or our subsidiaries or affiliates do not sponsor, endorse, adopt, confirm, guarantee, or approve of any material or representations made in those Third Party Linked Sites.

SPAM

39. Any publication of our email address or addresses on the Website or App and/or within these Terms of Use is to facilitate communications relating to the goods and services supplied by us and/or our subsidiaries or affiliates.
40. It must not be inferred as consent by us and/or our subsidiaries or affiliates to receive unsolicited communications or an inappropriate volume of commercial messages.



CHANGES TO THESE TERMS

41. We reserve the right to change these Terms of Use at any time without providing notice to You. Any changes takes effect as at the time they are displayed online in these Terms of Use.

FORCE MAJEURE

42. Neither party shall be liable for any failure or delay or default in performance of their obligations arising under these Terms of Use if such failure or delay or default is caused by conditions beyond its control including but not limited to acts of god, government restrictions, pandemics, wars, insurrections, disruption of essential services and/or any other cause beyond the reasonable control of the party whose performance is affected.

WAIVER

43. Our failure to enforce any provisions contained within these Terms of Use shall not be construed as a waiver of any of our rights. Any waiver of any provision under these Terms of Use will only be effective if it is in writing and signed by us.

SEVERABILITY

44. If BMS sells or otherwise changes control of its business or this Website, App or our Services to a third-party, we reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that we have collected from You and any agreements we have made with You.

GOVERNING LAW

45. These Terms of Use are governed by and is construed in accordance with the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland and any court hearing appeals from those courts.
46. If You access the Website, App or our Services, in or from a jurisdiction other than Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. We make no representations that the content of the Website or App complies with the laws of any country outside Australia.

RELATED POLICIES

47. Here is a list of the Related Policies:
 - a. Privacy Policy: <https://migrainespecialist.com.au/privacy-policy/>
 - b. Cookies Policy: <https://migrainespecialist.com.au/cookies-policy/>
 - c. Zero Tolerance Policy: <https://migrainespecialist.com.au/zero-tolerance-policy/>
 - d. Cancellation and Refunds Policy: <https://migrainespecialist.com.au/cancellation-policy/>
 - e. Pricing Schedule Agreement: <https://migrainespecialist.com.au/financial-agreement/>
 - f. Email and Communications Consent Agreement: <https://migrainespecialist.com.au/email-communications-agreement/>

CONTACT

- 48.** All contact, queries or other correspondence regarding these Terms of Use should be directed as follows:
- a.** By email to:
 - i. Address: reception@migrainespecialist.com.au
 - ii. Subject: Terms of Use query for BMS
 - b.** By mail to:
 - i. Address: Suite 312 Level 2, 33 North Street, Spring Hill QLD 4000
 - ii. Subject: Terms of Use query for BMS
- 49.** Any correspondence relating to these Terms of Use will be deemed as dated on the date received by the recipient.

END OF DOCUMENT

This Document has been prepared with our legal team at
[Macpherson Kelley Lawyers](#)