

Customer Terms and Conditions

The website www.prixtesting.com and the associated applications ("Site") is owned and operated by PRIX Testing Pty Ltd (ABN 48 624 625 449) ("we", "our", "us" or the "PRIX").

These Terms and Conditions govern the supply of any service and products ordered by you on the Site ("Customer Terms"). By ordering any service and product from the Site, you agree to be legally bound by these Terms and Conditions. By using the Site, you also agree to and are bound by our Website Terms and Conditions of Use and Privacy Policy.

The Customer Terms is subject to change by PRIX in its sole discretion at any time, and any such changes will be posted on the Site. Your continued use of our services and by placing an order after the posting of the revisions to the Customer Terms will constitute your acceptance of such revisions.

INFORMATION ABOUT PRIX SERVICE

1. PRIX is a platform that provides its customers at home blood testing service. In particular our service includes ("the Service"):
 - a. Delivery of a blood sample kit ("Kit") to your home;
 - b. Engaging an accredited pathology laboratory ("Laboratory") to undertake the blood testing; and
 - c. Preparation of a report containing the results of blood testing carried out by the Laboratory ("Report") which will be presented to you via the dashboard in your Online Account with us.
2. Please note that PRIX:
 - a. Is not a health care or service provider and we do not provide any medical advice to you; and
 - b. Does not undertake the blood testing ourselves.
3. We will endeavor to ensure that the Laboratory that we engage will perform the Services with the best skill, care and diligence in accordance with best practice in their profession. We may, from time to time, change the Laboratory as we thinking fit without notice.
4. PRIX Testing's Services are not available to customers in locations outside of Australia. Customers access our Site and the Services on their own initiative and are responsible for compliance with their local laws.

ORDER AND FORMATION OF CONTRACT

5. You must register an account with PRIX on the Site before you can submit an order ("Account").

6. When making an Order, you must follow the instructions on the Site as to how to make your Order. The price of the Services (which includes GST) will be the price indicated on the order pages when you placed your Order.
7. You must pay for the Order in full at the time of ordering by one of the payment methods we provide on the Site. You must be fully entitled to use the payment method or account used for purchases. The payment method or account must have sufficient funds or credit facilities to cover the purchase.
8. A contract between us is only formed when we email you confirmation of acceptance of your Order (“the Contract”). We may in our discretion refuse to accept an Order from You for any reason, including but not limited to the case of unexpected limits on resources which we or the Laboratory has.
9. If we are unable to accept your order, we will inform you of this by email and we, on behalf of the Laboratory, will not charge you for the Services (or shall refund you of any money paid).
10. For customers not on our Subscription Service, then each request for further blood tests (including retests) constitutes an additional and separate order and clause 6-9 above will apply to each of these order(s).
11. In cases where a re-test on a subsequent date is recommended by the Laboratory, then this re-test will be treated as a separate order and will only proceed on payment of the order by you after completion of the ordering process.

SUBSCRIPTION SERVICE

12. Subscription pricing is provided to you on request and on a quotation basis (“Subscription Fee”). Some of the factors that may affect the pricing of the Subscription Fee may include (but not limited to), the frequency and the type of blood testing that you require.
13. The Subscription is provided on an ongoing basis with no minimum term. You can cancel your Subscription at any time by making such a request via the dashboard in your Account
14. The Subscription Fee will be charged on a monthly basis.
15. Subscriptions are non-refundable. When you cancel, you cancel only future charges associated with your Subscription.

BLOOD TESTING PROCESS

16. We will post the Kit to you on the next working day after we have accepted your Order. This Kit is for you to collect your own blood sample in accordance with the blood collection protocols provided, and contains instructions as to how to submit your blood sample along with a request form. You must complete your personal details on the form provided entitled “request form” – and also on the blood sample(s). You acknowledge that blood samples that are not fully and correctly labelled cannot be processed. It is not possible to make changes to the request form once it has been sent to the Laboratory.

17. The validity of the Kit will expire after 30 days of delivery, so you are required to collect and post your blood sample to the Laboratory at the address provided within this timeframe.
18. You acknowledge that test outcomes depend on the quality of the blood sample provided by you, so you agree to adhere to the blood collection protocols provided. If you do not follow these protocols a defective or partial test result may occur. We may, at our discretion, give you the opportunity of re-testing free of charge if a partial result is reported by the Laboratory, and similarly if your blood sample was clotted at the time of receipt by the Laboratory.

THE REPORT

19. We anticipate that the Report will typically be available within 2-7 working days from the date your blood sample is received by the Laboratory. We will notify you by email once the Report has been received and your Account dashboard has been updated.
20. You assume full responsibility for results obtained from use of the Services (including the Report and your Account dashboard), and for conclusions drawn from such use. It is also your responsibility to decide whether it is necessary to seek medical advice on the results.

YOUR RIGHT TO CANCEL THE CONTRACT

21. You have the right to cancel the Contract and receive a partial refund (after deduction of our reasonable expenses as specified in clause 22 below) under the following circumstances:
 - a. for a "change of mind". In this case, the request for cancellation must be received within 14 days of the date the order was accepted and before the Report has been made available to you in your Account; or
 - b. where we have failed to complete the Service within the timeframe specified in Clause 19 above.
22. When a request for cancellation is made under clause 21 above, we reserve the right to deduct the following reasonable amounts which we consider to be in proportionate to the Services that have been performed up until the point you communicate cancellation to us:
 - a. If your blood sample has been received by the Laboratory before the date that we receive notice of your decision to cancel the Contract, but you have not yet received the Report, then we will refund you 10% of the price paid on the Order; or
 - b. If you have not sent your blood sample to the Laboratory for testing before the date that we receive notice of your decision to cancel the Services contract, then we will refund you the price paid on the Order less \$15.00. The \$15.00 is used to cover the cost of the Kit and postage. The Kit can be disposed by recycling the card and placing the rest in general waste.

All other circumstances will be assessed on a case by case basis.

23. All request for cancelation must be by email to info@prixtesting.com with details of your Order (including the date it was accepted, your name and any order reference number we provided to you) and a clear statement that you wish to cancel the Contract.
24. You also have a right to cancel the Contract where:
 - a. the Kit you received is within reason damaged or defective. In such cases you will be entitled to a replacement or, where we are unable to send you a replacement Kit within a reasonable time, a refund of the amount paid;
 - b. if the Service is not otherwise carried out to the standard outlined at clause 3, you can require repeat performance or, where we or the Laboratory are unable to perform the repeat Services within a reasonable time, a refund of the amount paid; and
 - c. if the Service is not performed within the timeframes set out in Clause 19 above, you can request for a refund for the full amount paid on the Order.
25. All requests for cancelation and refund will be processed within 14 days from the date the request is received. We will usually refund any money received from you using the same method originally used by you to pay for the Order.

OUR RIGHTS TO CANCEL THE CONTACT

26. We may cancel a Contract if we are unable to perform the Order for whatever reason or if:
 - a. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us and the Laboratory to provide the Services;
 - b. you do not, within a reasonable time, allow the delivery of the Kit to you; or
 - c. you do not, within the time period referred to in clause 17, send your blood sample to the Laboratory.
27. If we cancel the Contract in circumstances set out in clause 26, we will refund any money you have paid in advance for Services that have not been provided, but we may deduct or charge you a reasonable amount as compensation for costs we or the Laboratory have incurred or will incur as a result of ending the Contract, including but not limited to any extra work that is required as a result of the circumstances set out in clause 26.

YOUR ACKNOWLEDGMENT

28. By placing your order, you agree and represent to us that you are legally capable of entering into this binding agreement between you and us; that you are at least 18 years old and you have completed an accurate and up-to-date request form identifying the blood sample as one taken from yourself. We shall have no liability for any loss or damage caused by errors or omissions in any information provided by you in connection with the Services, or any action taken by us or the Laboratory at your direction. Omissions include pertinent medical information that might impact results.

29. By placing your order, you acknowledge the potential impacts and risks of taking your own blood sample, and that you are proceeding on the basis that you accept full responsibility for any outcomes or consequences that may arise from this.
30. You acknowledge and agree that the Services are not a substitute for actual medical diagnosis or consultation with a doctor or other qualified health professional, and that the information contained in the Report does not constitute medical advice or recommendations for medical treatment regarding any aspect of your health, medicine intake, nutrition or lifestyle.
31. We recommend that you always consult an appropriate healthcare professional for advice on your specific circumstances and situation.
32. You acknowledge and agree that in rare cases, viable blood samples cannot always be taken from the blood sample actually provided. Services will be deemed successfully performed if the Laboratory believes there is sufficient information in the blood test results to produce a report, in which event no further tests will be carried out.
33. You acknowledge and agree that minor inter-laboratory variability exists. Consequently where minor results variability is seen, for example upon tracking an individual test over time, such minor variability is tolerated and you assume overall responsibility for overseeing your long-term trends. You also agree that on occasion, because of inter-laboratory variability, minor changes may throw two adjacent test points narrowly inside and outside of 'normal' reference range but are essentially indicating insignificant variation.

LIABILITY

34. Subject to any condition, warranty or right implied by law which cannot lawfully be excluded by agreement:
 - a. we give no warranties, and you have no other rights, apart from those, if any, expressly set out in these Customer Terms; and
 - b. all implied conditions, warranties and rights are excluded.
35. To the extent permitted by law, we do not give any warranty of reliability, quality, fitness for purpose, merchantability or accuracy nor accept any responsibility arising in connection with any errors in, or omissions from the Services, except as set out in these Customer Terms.
36. We accept no responsibility or liability for any losses which may be incurred by you using the whole or part of the Services. Use of the Services is at your own risk.
37. Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of that implied condition, warranty or right, in connection with the supply of Services to one of the following, as we may determine:
 - a. the supplying of the Services again; or
 - b. a refund of the payment made for the Services.

THIRD PARTY TERMS

38. Services are only supplied for domestic and private use. If you use the Services without our consent, written or otherwise, for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or to the person(s) to whom you sold the Services to.
39. If you receive the Services via any commercial, business or re-sale third party channel, we will have no liability to you and your rights and obligations will be governed by the agreement between you and the third party. This includes the use of third party services for any follow up testing or consultation consequent to the results received in the Report.
40. We are not liable for any third party doctor or other medical advice that you receive consequent to the results received in the Report.

OTHER IMPORTANT TERMS

41. Assignment of these Customer Terms:
 - a. We may assign this agreement on providing notice to you.
 - b. You may not assign this agreement unless with our prior written consent.
42. Entire Agreement: These Customer Terms records the entire agreement between the parties and supersedes all previous negotiations, understandings, representations and Agreements in relation to its subject matter.
43. No Waiver: Any failure by PRIX to exercise any of our rights under these Customer Terms shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.
44. Severability: If any part of these Customer Terms is for any reason unenforceable, that part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed.
45. Third Party Rights: The Services contract is between you and us. No other person shall have any rights to enforce any of its terms.
46. Governing Law: These Customer is governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales.