

Silver Membership Agreement

Silver Membership Agreement
Version Number: 1a
Owner: Directors
Date of Last Major Revision: July 2025
Review Date: July 2026

Parties

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This Membership Agreement ("Agreement") is between:

Aurum Health Limited ("Aurum") registered at 23 Rathbone Street, Whangarei, 0110, New Zealand,

And

Referred to within this Agreement as "You"

Collectively referred to as "The Parties", or "Us"

Background

- A. You wish to engage Aurum to provide telehealth general practice services as set out by this Agreement and detailed in Schedule One - Client Specific Details.
- B. Aurum has agreed to provide the services as set out in this Agreement and as varied by the terms and conditions.

Agreement

This Agreement is effective as of the date it is signed by You and renews annually in line with the terms described throughout.

1. Definitions

- 1.1. Agreement: This agreement and its associated incorporated policies as described.
- 1.2. Business Hours: Aurum's standard hours are 9:00 a.m. to 5:00 p.m. weekdays. This means a day of the week other than:
 - 1.2.1. a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Matariki, and Labour Day; and
 - 1.2.2. If Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
 - 1.2.3. a day in the period starting on 25 December in any year and ending with 15 January in the following year; and
 - 1.2.4. The days observed as the anniversaries of the provinces of Auckland and Wellington.
- 1.3. Commencement Date: The date specified in Schedule One - Client Specific Details, and each 12 month anniversary period thereafter. The start date of the membership is the date that You sign this Agreement.
- 1.4. Force Majeure: Events beyond reasonable control, such as natural disasters or pandemics.
- 1.5. Incorporated Policies: Separate policies as listed in this Agreement and amended from time to time. Compliance by You with these policies forms part of these terms and conditions of this Agreement.
- 1.6. In Home Device (Device): Any physical devices provided to you by Aurum related to the delivery of Services under this Agreement. For the avoidance of doubt, any In Home Devices supplied to You by Aurum remain the property of Aurum at all times.
- 1.7. Nominated Member: A person nominated by You to share the membership benefits under this Agreement, subject to compliance with the same terms and conditions. For the avoidance of doubt, all conditions in this Agreement apply to the Nominated Member, even if the clause only specifies You. Please note that this only applies where You have purchased a Joint Membership as specified in the attached Schedule One - Client Specific Details.

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- 1.8. Services: Describes any of the benefits and services provided to You or engagement between You and Aurum as covered under this Agreement.
- 1.9. Telehealth: Delivery of health services via digital technology.
- 1.10. Third-Party Services: Services not provided directly by Aurum, including referred diagnostics, pharmaceuticals, or specialist treatments.

2. Term

- 2.1. The membership lasts 12 months from date this Agreement is signed and renews automatically for additional periods of 12-month terms unless You provide one month's written notice not to renew. Aurum will send You a reminder to your registered email address at least one month before renewal. Please see part 12 Cancellation and Termination.

3. Membership Benefits

- 3.1. Four consultations available from 12 months of the Commencement Date, and each year thereafter with Aurum clinicians during Business Hours for You and, where applicable, your Nominated Member. Note that the annual health check is part of the four consultations.
 - 3.1.1. For avoidance of doubt, there are no refunds for consultations or services not used within the 12 months from the Commencement Date, and are not carried over. Aurum recommends that you make maximum use of the Services available to you under your membership.
- 3.2. Additional consultations at the reduced rates as set by Aurum and available on request.
- 3.3. Priority telehealth booking privileges and a dedicated relationship manager.

4. Membership Fees and Payment

- 4.1. Membership is for 12 months, and the fee is applied annually. You can choose to pay monthly or annually. Your payment frequency and annual cost is confirmed as per the attached Schedule One - Client Specific Details.
- 4.2. Direct debit payments are processed via GoCardless or can be paid directly to Aurum's bank account.
- 4.3. Fees are payable before Aurum delivers any Services to You. You will be made aware of any fees due before they are charged. You can request a copy of Aurum's current fees at any time from your relationship manager or by emailing help@aurumhealth.nz. Examples of Services that will incur additional fees on top of your membership fee include (but are not limited to)
 - 4.3.1. Prescription fees.
 - 4.3.2. Additional consultations or appointments above the four available under your plan.
- 4.4. You agree that the Membership Fees may vary in the future. Aurum will notify You at least one month in advance of your renewal to confirm any fee changes to enable You to make a decision on whether to continue your membership. Please see part 12 Cancellation and Termination.

5. Nominated Member Conditions

- 5.1. Where a Joint Membership applies, the Nominated Member is entitled to the same benefits as You and is bound by all terms and conditions of this Agreement. However, You remain the sole party to manage, amend, or terminate this Agreement. Any breach of the terms by the Nominated Member may be treated as a breach by You.

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- 5.2. The health data and personal information of the Nominated Member will remain confidential from You and vice versa and will be managed in accordance with Aurum's Client Privacy and Data Care Policy.
- 5.3. A Nominated Member may choose not to use the benefits under this Agreement.
- 5.4. In the case where the Nominated Member does not use, or decides to withdraw from the Services, Aurum may offer a partial refund to You, subject to:
 - 5.4.1. A review of historic use of the Services by the Nominated Member during the duration of this Agreement.
 - 5.4.2. The duration of time that the Nominated Member had access to the Services.
 - 5.4.3. Any reasonable administrative fees or costs associated with removing the Nominated Member from the Services.
- 5.5. If the Nominated Member does wish to withdraw from the benefits of the Services, You must notify Aurum by emailing help@aurumhealth.nz and request the change. A 30 day notice period is required.
- 5.6. The Nominated Member's individual rights afforded to them under legislation such as the Privacy Act 2020 and the Health Information Privacy Code 2020 can be exercised directly by the Nominated Member independently and not disclosed to You.

6. Telehealth Services – Emergency and Suitability

Aurum's telehealth services are not suitable for medical emergencies.
In emergencies, contact 111 or seek immediate medical attention at a hospital.

- 6.1. Telehealth is for routine or non-urgent care, chronic and complex care coordination, follow-ups, lifestyle medicine, health optimisation and medication reviews. Examples include:
 - 6.1.1. support with managing new diagnosis.
 - 6.1.2. long term health planning.
 - 6.1.3. complex medical condition management.
 - 6.1.4. provision of wellness-based provision and pre-condition management.
- 6.2. Aurum complies with the Medical Council of New Zealand's telehealth and prescribing standards, including restrictions on prescribing controlled substances without an in-person assessment.

7. Incorporated Policies

- 7.1. This Agreement incorporates the terms, conditions and processes outlined in Schedule One - Client Specific Details.
- 7.2. By signing this Agreement, You confirm that You have received, read, and accepted the Incorporated Policies.
- 7.3. Policies may be updated or introduced to be included under this Agreement with 30 days' notice via email. You may cancel your membership without penalty if You do not accept changes, and if appropriate receive a partial refund minus any reasonable costs incurred by Aurum for any Services rendered to date under this Agreement.

8. Force Majeure

- 8.1. Neither party will be liable to the other, or be deemed to be in breach of this agreement, as a result of any delay or failure to perform its obligations due to any Force Majeure Event, provided that it:

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- 8.1.1. takes all reasonable steps to perform its obligations and/or alleviate the delay; and
- 8.1.2. provides written notice of the nature and extent of the Force Majeure Event and the likely delay to the other party as soon as reasonably practicable.

9. Delivering Excellent Service

- 9.1. Aurum strives to provide the best possible Client experience. If, in your opinion, Aurum has fallen short of your expectations, Aurum welcomes You to make contact with your Relationship Manager in the first instance. By doing so, Aurum can attempt to resolve any concerns You raised.
- 9.2. Aurum welcomes feedback via the Client Feedback and Insights Policy, which includes avenues for escalation to the Health and Disability Commissioner (HDC).
- 9.3. Aurum will treat any concerns in confidence and in line with Aurum's Client Feedback and Insights Policy.

10. In Home Devices (Devices)

- 10.1. Aurum may offer and use In Home Devices (Devices). Devices remain the property of Aurum, and You agree to use the Devices in accordance with the instructions provided by Aurum and maintain the Devices in good working order.
- 10.2. Some Devices may be made available for additional payment to Aurum. This payment could be in the form of:
 - 10.2.1. a returnable deposit, and/or
 - 10.2.2. enhanced membership payment; and/or
 - 10.2.3. one-off payment.
- 10.3. In any case, You have the option to decline to use or receive Devices. If You choose not to receive or use a Device, the Services applied under the Agreement will remain unaffected.
- 10.4. Where you have opted to use Devices, at the end of this Agreement, you must return the Devices to Aurum in good working order. If a Device is not in a reusable condition, or is not clean, working or otherwise in a satisfactory condition, You agree to pay Aurum reasonable costs to repair or replace the Device.
- 10.5. You will be notified at the time a device is offered to You of the maximum replacement charge that would be applied under clause 10. Any intent to apply a charge will be notified to You in advance.
- 10.6. If You choose to accept a Device and any additional payment terms are agreed with You, at your request, Aurum will issue you an update Schedule One - Client Specific Details to confirm the arrangement.

11. Dispute Resolution

- 11.1. The Parties must use reasonable endeavours to resolve disputes arising under or relating to this agreement by negotiation.
- 11.2. No Party may initiate or commence court proceedings relating to a dispute unless it has attempted to negotiate a resolution, including that You have followed the obligations set out in clause 9 and received a final response from Aurum. Provided that, an application may still be made to the courts for interlocutory relief or to recover a debt payable.

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12. Cancellation & Termination

- 12.1. You may cancel early by paying the equivalent to three months' membership fees (inclusive of GST) and providing written confirmation to Aurum via email help@aurumhealth.nz. The notice period takes effect from the date that Aurum receives your written notice. At the end of the notice period:
 - 12.1.1. Aurum will refund You any prepaid premium under this Agreement for the remaining duration of your membership.
 - 12.1.2. Aurum will apply any administrative fees associated with the reasonable and actual costs incurred by Aurum for any Services rendered to date under this Agreement.
- 12.2. Aurum may terminate this agreement for severe breaches by providing written notice via email to You, specifying the reason for termination. Examples may include (but not limited to):
 - 12.2.1. Consistent non-payment (more than 1 payment in arrears on a monthly schedule or more than 30 days late on an annual payment).
 - 12.2.2. Significant or consistent breach of this agreement.
 - 12.2.3. Abusive, threatening, or harmful behaviour.
 - 12.2.4. Actions undermining Aurum's reputation, services, or integrity.
 - 12.2.5. Discriminatory, disrespectful, or unethical conduct.
- 12.3. In the event of minor breaches, Aurum will provide written notice to You via email, along with an opportunity for You to remedy the breach within 14 days. If the breach is not remedied within that time, Aurum may terminate the agreement. Examples of a minor breach may include (but are not limited to):
 - 12.3.1. Late payment of membership fees that do not meet the criteria set out in 12.2.
 - 12.3.2. Minor breaches of Aurum's policies – particularly any of the Incorporated Policies
 - 12.3.3. Disrespectful, but not abusive, behaviour.
- 12.4. Where a refund is payable under this clause 12, Aurum may deduct an administrative fee reflecting the reasonable, actual costs incurred by Aurum for Services rendered up to the effective date of cancellation. If such costs exceed the prepaid amount, You agree to pay the difference, which will constitute a recoverable debt until settled in full. All such fees and charges are inclusive of GST.
- 12.5. Termination of this Agreement will not affect any accrued rights or obligations of any of The Parties.

13. Indemnity

- 13.1. You agree to indemnify Aurum against any losses, costs, or damages (including reasonable legal fees or settlement amounts) that Aurum faces as a direct or indirect result of:
 - 13.1.1. any failure by You to meet your obligations under this Agreement; or
 - 13.1.2. any willful or negligent actions or omissions by You or in connection with this Agreement.
 - 13.1.3. any claim by a third party arising from or connected with your use of the Services in a manner inconsistent with this Agreement, Aurum's policies, or applicable law; or
 - 13.1.4. any clinical advice, treatment decision, or professional guidance given or relied upon by you or your Nominated Member in the course of using Aurum's Services, provided that such advice has been determined to be appropriate and in conformity with the professional and ethical standards expected by the relevant regulatory bodies. These include (but are not limited to) the Medical Council of New Zealand, the Nursing Council of New Zealand, or any other legislatively appointed authority responsible for oversight of registered health practitioners.
 - 13.1.5. any failure of a Device supplied to you under this Agreement where You have failed to use the Device in accordance to the supplied instructions.

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- 13.2. This indemnity does not apply where Aurum has acted in breach of this Agreement, has been grossly negligent, or has engaged in wilful misconduct.
- 13.3. If a claim arises for which you may be required to indemnify Aurum, you must promptly notify Aurum in writing and, at Aurum's reasonable request, cooperate in good faith in the defence or resolution of the claim. Aurum will manage its defence and settlement of any such claim but will not take any step that materially prejudices your position without consultation.
- 13.4. The indemnities in this clause 12 are subject to the limitations and exclusions of liability described in clause 14 of this Agreement.

14. Limitation of Liability

- 14.1. To the maximum extent permitted by law, Aurum is not liable for any indirect, incidental, or consequential losses or damages (including loss of profits, revenue, goodwill, or data), except where such exclusion is prohibited under the Consumer Guarantees Act 1993 or other applicable law.
- 14.2. Aurum's total aggregate liability for any direct loss or damage arising under or in connection with this Agreement (including under clause 12) is limited to an amount equal to the total Membership Fees paid by you in the 12 months immediately preceding the event giving rise to the liability.
- 14.3. Nothing in this Agreement limits or excludes your rights under the Consumer Guarantees Act 1993, nor does it exclude any liability that cannot lawfully be excluded under New Zealand law. Aurum provides its Services with reasonable care and skill and will address any Service failures promptly and appropriately.
- 14.4. The Parties acknowledge that the limitations and exclusions contained in this clause 14 reflect a fair and reasonable allocation of risk and are intended to be enforceable to the fullest extent permitted by law.

15. General Provisions

- 15.1. Aurum is responsible only for Services provided directly by Aurum. Aurum are not liable for the quality or outcomes of, or costs charged by, Third-Party Services or external referrals made by Aurum to other providers.
- 15.2. Aurum manages Client data per the Privacy Act 2020 and complies with the Health Information Privacy Code 2020. See Aurum's Client Privacy and Data Care Policy for details.
- 15.3. The Parties will each ensure they comply with their obligations under the Health and Safety at Work Act 2015 (HSWA) and all other relevant health and safety laws. You may request a copy of Aurum's Health and Safety at Work policy.
- 15.4. All intellectual property produced by Aurum remains Aurum's exclusive property. Examples of intellectual property includes (but is not limited to):
 - 15.4.1. Clinical content and resources such as care plan layouts, health frameworks, programmes and wellness guides, etc.
 - 15.4.2. Digital materials such as videos, website content, etc.
 - 15.4.3. Branded assets such as collateral, promotional materials, etc.
 - 15.4.4. Operational tools such as client management systems, proprietary workflows and scheduling systems, etc.
 - 15.4.5. For the avoidance of doubt, your personal health data, medical records and consultation notes are protected under the Privacy Act 2020 and Health Information Privacy Code 2020. These belong to You and not Aurum.

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- 15.5. A failure to exercise, or a delay in exercising, any right under this agreement will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in this Agreement.
- 15.6. If any provision of this Agreement is found by a court or other competent authority to be void or unenforceable, such provision will be deemed to be deleted from this Agreement, and the remaining provisions of this Agreement will continue in full force and effect.
- 15.7. This Agreement is governed by New Zealand law, and disputes are subject to the exclusive jurisdiction of the New Zealand Courts.
- 15.8. This Agreement may be signed electronically, and electronic signatures shall be deemed equivalent to handwritten signatures for validity and enforceability.

16. Client Acknowledgment

- 16.1. By signing below, You confirm that You:
 - 16.1.1. Have read and understood this Membership Agreement.
 - 16.1.2. Have received, read, and accepted the Incorporated Policies, specifically:
 - Client Privacy and Data Care Policy
 - Scope of Care Policy
 - Fees and Cancellation Policy
 - 16.1.3. Agree to comply with Aurum's policies and standards, available to You on request from your Relationship Manager.
 - 16.1.4. Acknowledge Aurum's service limitations, specifically that Aurum health is not able to provide emergency care.
- 16.2. If this is a Joint Membership, You agree that You will ensure that your Nominated Member will comply with this Agreement.

Client Signature

For and on behalf of Aurum Health Limited:

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Schedule One: Client Specific Details

| | |
|--------------------------------------|--|
| Client | |
| Email Address | |
| Nominated Member | |
| Commencement Date | And every 12 month period thereafter on renewal unless cancelled by You. |
| Direct Debit Fee Payment | \$ |
| Direct Debit Frequency | |
| Total Annual Membership Fee | \$ |
| Current Incorporated Policies | <ul style="list-style-type: none">• Client Privacy and Data Care Policy: Details our approach to stewardship of your data.• Scope of Care Policy: Defines service parameters.• Fees and Cancellation Policy: Outlines fees and cancellation terms. |