Website Terms of Use

Earz Pty Ltd
Website: earz.com.au
Last updated: 24 October 2026

1 About these terms

These Terms of Use apply to the website operated by Earz Pty Ltd ("Earz", "we", "us" or "our") at earz.com.au ("Website"). Please read these terms when using our Website.

These terms concern use of the Website. Clinical consent, appointment arrangements, purchases and participation in government hearing-service programs may require separate information or agreements. These website terms do not replace those requirements.

2 Information about hearing and healthcare

Our Website provides general information about Earz, hearing health, assessments, treatments, hearing devices and related services.

General website information does not replace an individual consultation, examination, diagnosis or professional advice. Simply viewing the Website does not establish a clinician–patient relationship.

Please seek advice from an appropriately qualified healthcare professional about your individual circumstances.

3 Emergencies and urgent concerns

Our Website, online forms, email and appointment-booking facilities are not emergency services and may not be monitored continuously.

For a medical emergency, call 000.

Seek urgent medical assessment for sudden hearing loss or other serious or rapidly worsening symptoms. Do not wait for a reply to an online enquiry before seeking urgent care.

4 Appropriate use of the Website

You must use the Website lawfully and respect the rights and privacy of others. You must not:

- Attempt to access systems, accounts or information without authorisation.
- Introduce malicious software or interfere with the Website's operation or security.
- Submit fraudulent information or impersonate another person.
- Unlawfully collect or disclose another person's personal or health information.
- Upload material that is unlawful, defamatory or infringes another person's rights.

We may restrict access where reasonably necessary to address misuse or protect our Website, patients, users or systems.

5 Accuracy and availability

We take reasonable care when preparing and updating Website information. However, services, products, prices, funding arrangements and healthcare guidance may change.

Please contact us to confirm information relevant to your appointment or purchase, including fees, referral requirements and possible rebates.

We aim to keep the Website available, but access may occasionally be interrupted by maintenance, technical problems or circumstances outside our reasonable control.

These statements do not limit our legal obligations concerning accurate information, misleading conduct or consumer rights.

6 Appointments and enquiries

Please provide accurate and current information when booking an appointment or submitting an enquiry.

An appointment request is confirmed when you receive confirmation from Earz or our authorised booking system.

Any applicable fees, cancellation arrangements or other booking conditions will be communicated before you commit to the booking. These website terms do not introduce a cancellation fee.

If you need to change or cancel an appointment, please contact us as soon as possible.

7 Children and young people

People of any age may view general information on our Website.

When a child or young person receives services, we assess consent requirements according to their capacity, circumstances and applicable law. A parent, guardian or other authorised representative may need to be involved.

Anyone providing information or signing on behalf of another person must have the relevant authority to do so.

8 Privacy and health information

We handle personal and health information in accordance with applicable privacy laws, including the Privacy Act 1988 (Cth), the Australian Privacy Principles and the Health Records and Information Privacy Act 2002 (NSW).

Our Privacy Policy explains what information we collect and how we collect, use, hold, protect and disclose it; relevant service providers and any overseas information handling; how to request access or correction; and how to raise a privacy concern or complaint.

A copy of our Privacy Policy is available at reception, free of charge, or on request by phone or email: (02) 8406 2226 or contact@earz.com.au.

Additional privacy information and consent requests may be provided when you complete an online form or book an appointment. Browsing the Website does not, by itself, constitute consent to clinical treatment or to the use of your health information for marketing.

9 Electronic communications

We take reasonable steps to protect information sent through our electronic systems. However, no internet transmission or electronic communication can be guaranteed completely secure.

Please provide only information relevant to your enquiry. Contact us if you would prefer to discuss sensitive information by another available method.

This section does not reduce our privacy or information-security obligations.

10 Intellectual property

Unless otherwise stated, Website content—including text, images, logos, graphics, videos and documents—is owned by or licensed to Earz.

You may view, download or print material for personal, non-commercial use, retaining any copyright or ownership notices.

Other reproduction, publication, modification or commercial use requires permission unless permitted by law. You must not imply that Earz endorses you or your activities without our written agreement.

11 Information and content you submit

Please submit only information or material you are entitled to provide.

Submitting an enquiry, patient form or clinical information does not give us permission to publish it.

If you provide content specifically for publication, any use will be subject to the agreed purpose, applicable privacy requirements and any other relevant legal or professional restrictions.

12 Third party websites and services

Our Website may link to external websites or services, including booking platforms, maps, manufacturers and government agencies.

External websites may have their own terms and privacy policies. We do not control all information or functionality on those websites.

A link does not necessarily mean that we endorse all external content or services. Using an external service provider does not remove any responsibility Earz has under applicable law.

13 Products services and funding information

Information about hearing aids, accessories, treatments and other services is general information. Suitability depends on your individual needs and, where appropriate, clinical assessment.

Please confirm current availability, specifications and prices with us before purchasing.

Medicare rebates, private health benefits and government hearing-service funding depend on the applicable eligibility, referral and service requirements. A Website description does not guarantee that a particular appointment or procedure qualifies for funding.

14 Your consumer rights and our responsibilities

You may have rights and remedies under the Australian Consumer Law and other applicable laws, including consumer guarantees relating to goods and services.

Nothing in these terms excludes, restricts or modifies any right, remedy, guarantee or liability that cannot lawfully be excluded, restricted or modified.

Manufacturer warranties and any additional Earz warranties operate alongside applicable statutory rights.

These terms do not exclude liability for our negligence, misleading or deceptive conduct, breach of privacy obligations, or any other liability imposed by law.

15 Changes to the Website and these terms

We may update Website content and these terms to reflect changes in our services, Website functionality or legal requirements.

The updated terms will be published on this page with the revision date.

Changes apply prospectively. Updating these website terms does not retrospectively change an existing booking, purchase or service agreement. Any change to an existing agreement must be made in accordance with that agreement and applicable law.

16 Governing law

These terms are governed by the laws of New South Wales and applicable Commonwealth laws.

Disputes may be brought before courts or tribunals with jurisdiction. Nothing in these terms removes any right you have to access a court, tribunal, regulator or complaints body.

17 Contact us

For questions about these terms, please contact:

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Hornsby NSW 2077

Phone: (02) 8406 2226
Email: contact@earz.com.au
Website: earz.com.au