

FertilityOS Terms of Use

Sep 29, 2026 ·

1. Agreement

These Terms of Use are an agreement between you and [Simtail Group Pty Ltd] (ABN [41620815545] of [31 Gill Street Mosman Park WA Australia] , which operates FertilityOS ("we", "us"). They apply to our website, patient portal and app, ebook, audiobook and other content (the "Services").

By creating an account, making a purchase or using the Services, you agree to these Terms, our [Privacy Policy] and our [Medical Disclaimer]. If you don't agree, please don't use the Services.

2. Who can use FertilityOS

You must be 18 or older and able to enter a binding agreement. You must give accurate information when you sign up and keep it up to date.

3. Your account

You are responsible for keeping your login details private and for activity on your account. Tell us straight away at [support@fertilityos.com] if you think someone else has accessed it. One account is for one person. Please don't share it.

4. What FertilityOS is, and isn't

FertilityOS provides educational content and tools to help you understand, organise and reflect on your IVF journey.

FertilityOS is not a medical service. We are not a fertility clinic or healthcare provider, and we don't diagnose, treat or give medical advice. Nothing in the Services replaces advice from your doctor, fertility specialist or clinic. Always follow your treating team's instructions. Our [Medical Disclaimer] forms part of these Terms.

Medication requests. Where the portal lets you send a medication or other request to your linked clinic, we only pass the message on. Your clinic decides whether and how to act on it. Don't use the portal for anything urgent. Call your clinic directly, or 000 in an emergency.

AI features. Some features use artificial intelligence to generate general educational information and reflections. AI output can be incomplete or wrong. It is not personalised medical advice or an interpretation of your results. Check anything important with your clinic.

Availability. We work to keep the Services available and accurate, but we may change, suspend or discontinue features. We'll give reasonable notice of any change that materially reduces what you've paid for.

5. Purchases and payment

Prices are shown in Australian dollars and include GST unless stated otherwise. Payments are processed by Stripe, whose terms also apply to your payment.

Product	Price	What you get
Free portal	Free	Core portal features, as described on our website
IVF Clarity Blueprint (ebook)	\$40	A personal digital copy of the ebook [and audiobook]
Cycle Pass	\$250, one-time	Full portal access for one IVF cycle, being [X months from purchase]
Bundle	\$275	The ebook and a Cycle Pass

The Cycle Pass is a one-time payment, not a subscription, and it doesn't renew automatically. Digital products are licensed to you for personal, non-commercial use only (see section 7).

6. Refunds

7-day guarantee. If you're not happy with a purchase, email [support@fertilityos.com] within 7 days of buying it and we'll give you a full refund, no questions asked.

Your rights under the Australian Consumer Law. Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You're entitled to a refund, replacement or other remedy if a product has a major failure, isn't as described, or doesn't do what we said it would. Nothing in these Terms limits those rights. The 7-day guarantee is in addition to them.

7. Our content

All content in the Services is owned by us or our licensors and protected by copyright and other laws. This includes the IVF Clarity Blueprint, audio, meditations, text, design, logos and software. We give you a personal, non-transferable licence to use it for your own non-commercial purposes. You may not copy, resell, share, publish or create derivative works from it, or use it to train AI models, without our written permission.

8. Your content

You own the notes, results, files and other content you add to the portal. You give us a limited licence to store, process and display it only so we can provide the Services to you, and share it with your clinic if you ask us to. How we handle it is covered by our [Privacy Policy].

9. Clinic-linked accounts

If you link your account to a clinic, your clinic's own terms and obligations govern its relationship with you and how it uses your information. We aren't responsible for your clinic's clinical decisions or care. Clinics using FertilityOS do so under a separate agreement with us.

10. Acceptable use

You must not:

- use the Services for anything unlawful, harmful or misleading
- access another person's account or information, or try to get around our security
- upload malicious code, or disrupt or overload the Services
- scrape, copy or reverse-engineer the Services or our content
- impersonate anyone, or misrepresent your relationship with a clinic

11. Liability

Nothing in these Terms excludes, restricts or changes any right or remedy you have under the Australian Consumer Law, or any liability that can't lawfully be excluded.

To the extent the law allows:

- we provide the Services for general educational purposes and don't guarantee any treatment outcome

- we aren't liable for decisions you or your clinic make based on the Services, or for indirect or consequential loss
- where the law lets us limit our liability for a failure to meet a consumer guarantee, our liability is limited to supplying the Services again, or paying the cost of having them supplied again

12. Suspension and termination

You can close your account at any time in your settings, or by emailing us. We may suspend or close your account if you seriously or repeatedly breach these Terms, or if we need to for legal or security reasons. Where reasonable, we'll give you notice first and a chance to download your information. If we close the Services for reasons unrelated to your conduct, we'll give a pro-rata refund of any unused Cycle Pass.

13. Changes to these Terms

We may update these Terms from time to time. We'll give you at least [14] days' notice of significant changes by email or in the portal. If you keep using the Services after the change takes effect, the updated Terms apply. If you don't agree, you can close your account.

14. Governing law

These Terms are governed by the laws of [Western Australia], Australia. You and we submit to the non-exclusive jurisdiction of its courts.

15. Contact us

[Simtail Group Pty Ltd] Email: [support@fertilityos.com] Post: [postal address]