

Health Practitioner Platform Access Terms and Conditions

Welcome to DoctorDoctor! We provide a cloud-based platform (**Platform**) that facilitates text and telehealth consultations between individuals (**Patients**) and health practitioners for the purpose of obtaining medical advice and other health services.

These Terms & Conditions forms our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to this Agreement.

TERM	MEANING
we, us or our	DoctorSquare Pty Ltd (ACN 663 026 908) Address: Level 12, 360 Elizabeth St, Melbourne, Victoria 3000, AU
you or your	You, the Practitioner User who is using the Da Vinci platform.
Term	This Agreement will commence on the Commencement Date and will continue until an on ongoing basis until your platform access ends, in accordance with its terms.
Our Disclosures	<p>Please read this Agreement carefully before you accept. We draw your attention to the fact that:</p> <ul style="list-style-type: none">• we will handle your personal information in accordance with our privacy policy, available on our website;• subject to your Consumer Law Rights:<ul style="list-style-type: none">○ (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying our Services again or paying the cost of having our Services supplied again;○ our aggregate liability to you for any Liability arising from or in connection with this Agreement will be limited to the amount of any Service Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates;○ we will not be liable for Consequential Loss or delays or failures in performance caused or contributed to by an event or circumstance beyond our reasonable control;• where you engage third parties to operate alongside our Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise under clause 2.9; and• we may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform. <p>This Agreement does not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.</p>

TERMS AND CONDITIONS

This Agreement is entered into between us and you, together the **Parties** and each a **Party**.

1. Condition Precedent

1.1 Save for this clause, this Agreement is conditional upon, and subject to, us verifying your Registration Details and confirming that you are authorised to provide health services in your jurisdiction. This condition will be treated as satisfied or waived in our sole discretion, as notified by us to you.

2. Our Services

- 2.1 We provide the following services to you:
- (a) access to our Platform; and
 - (b) access to our troubleshooting support (**Support Services**),
- (collectively, our **Services**).
- 2.2 You acknowledge and agree that:
- (a) we do not offer or provide any medical or health services;
 - (b) we are not responsible for any health services provided by you through our Platform;
 - (c) we are not responsible for, and do not control the accuracy of any information uploaded or entered on our Platform by you, your Authorised Users, or Patients; and
 - (d) we do not control the accuracy of any material or information created, generated or transmitted by you or your Authorised Users through our Platform (**Health Practitioner Content**).
- 2.3 If you require Support Services, you may request these by getting in touch with us through our Platform.
- 2.4 Unless we agree otherwise, Support Services cannot be used to support any other products or services, and does not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.
- 2.5 Where we require access to your premises or computer systems in order to provide our Services, you agree to provide us with such access free from risk to the safety of our employees and contractors.
- 2.6 If this Agreement expresses a time within which our Services are to be supplied, we will use reasonable endeavours to provide our Services by such time, but you agree that such time is an estimate only.
- 2.7 Our Services do not constitute, and are not a substitute for, financial, legal, medical or risk management advice.
- 2.8 We will not be responsible for any other services unless expressly set out on in this Agreement or on our Platform.
- 2.9 **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).

2.10 **Beta Services:** If we provide you with access to any new or beta services, you acknowledge that because of the developmental nature of such services, you use them at your own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide you with access to are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.

2.11 **Third Party Products or Services:** Where you engage third parties to operate alongside our Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise under clause 2.9.

2.12 All variations to our Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of our Services or our obligations under this Agreement, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

2.13 Notwithstanding clause 2.12, you agree that we may vary our Services or the Price at any time, by providing immediate written notice to you (**Variation Notice Period**). If you do not agree to any amendment made to our Services or Price, you may, before the end of the Variation Notice Period, cease using the platform at any time upon immediate written notice, in which case, the proposed variation will not come into effect, your Service will be cancelled and clause 14.5 will apply. Upon cancellation of your service:

- (a) you will no longer be able to access our Services (including our Platform) on and from the date of cancellation; and
- (b) if you have paid any fees upfront, you will be issued a pro-rata refund based on the portion of the service period remaining.

3. Your Services

- 3.1 You agree to, and on each occasion that you provide health services to a Patient you warrant that you:
- (a) accept ultimate responsibility for evaluating information used in the assessment and treatment of Patients (including when prescribing medications), irrespective of its source (including information supplied to our Platform by Patients);
 - (b) comply with all codes, laws, standards and regulations applicable to your provision of health services, including but not limited to:
 - (1) the Health Practitioner Regulation National Law Act 2009 (as passed by each state and territory in which you provide your health services);

- (2) the Medical Board of Australia's codes of conduct and guidelines (latest versions); and
 - (3) the Australian Medical Association Guidelines on Medical Certificates (latest version);
 - (c) comply with the Privacy Laws;
 - (d) hold all licences with all relevant regulatory boards and authorities necessary to enable you to legally practice telehealth and deliver health services to Patients through our Platform;
 - (e) maintain all insurance policies which a reasonably prudent healthcare provider in your position would maintain, including but not limited to professional indemnity cover (including telehealth-specific coverage) and public liability insurance in relation to the services offered by you;
 - (f) obtain the consent of Patients before recording a consultation;
 - (g) only supply medication that you are authorised to prescribe and that are not listed in Schedule 8 of the Standard for the Uniform Scheduling of Medicines and Poisons (latest version) (**SUSMP**); and
 - (h) provide your health services to Patients in a diligent, competent and professional manner.
- 3.2 You agree to notify us of any changes to your registration or qualification details (including your Registration Details), and on each occasion you provide health services to a Patient, you represent and warrant that you are not aware of any changes to such details, or any complaints or proceedings against you in respect of the health services you provide (whether under this Agreement or otherwise).
- 3.3 You are responsible for processing all Medicare claims and setting up your own PRODA account for this purpose.
- 3.4 You acknowledge and agree that we may notify AHPRA if we have a reasonable belief (including as a result of any Patient complaints) that you are not meeting your professional obligations or standards in providing your health services through our Platform. Where practicable, we will give you notice in advance prior to contacting AHPRA.
- 4. Patient Consult Requests**
- 4.1 A Patient seeking to receive telehealth or other health services through our Platform will log a request via our patient-facing portal (doctordocor.com.au) (**Patient Consult Request**).
- 4.2 We will notify all registered health practitioners of new Patient Consult Requests through our Platform.
- 4.3 The Patient Consult Request will securely contain the information the Patient provided at the time of making the Patient Consult Request.
- 4.4 The first health practitioner to accept the Patient Consult Request will be automatically assigned to assist that Patient through our Platform.
- 4.5 If you accept a Patient Consult Request, you must access the information in the Patient Consult Request and determine, in your sole discretion, whether:
- (a) a text, phone or video consultation is required (**Consultation**);
 - (b) a health service, including a medical certificate, referral, prescription or any other service, can be provided (**Health Service**); or
 - (c) to decline the Patient Consult Request and refer the Patient to their general practitioner, in line with your legal and professional obligations.
- 4.6 **Minors:** We do not allow people under the age of 18 (**Minors**) to access and use our Platform unless a parent or guardian is present at the Consultation. Please ensure that all Minors have a parent or guardian present for any Consultation.
- 5. Account**
- 5.1 You must sign up for an Account in order to access and use our Platform.
- 5.2 You may invite Authorised Users to access and use our Services under your Account. Each of your Authorised Users will require a login (which is linked to your Account), in order to access and use our Platform. You are responsible for ensuring that your Authorised Users comply with this Agreement. You may change who your Authorised Users are at any time through your Account, and what access rights or permissions they have when using our Platform. Any limitations on the number of Authorised Users will be set out in the Schedule.
- 5.3 While you have an Account with us, you agree to (and to ensure your Authorised Users agree to):
- (a) keep your information up-to-date (and ensure it remains true, accurate and complete);
 - (b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
 - (c) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.
- 5.4 We may suspend your access to our Services where we reasonably believe there has been any unauthorised access to or use of our Services (such as the unauthorised sharing of login details for our Platform). If we suspend your access to our Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.
- 6. Service Fee**
- 6.1 The details of your Service Fees are will be communicated via electronic or verbal communication

from period to period as they can fluctuate based on platform demand and technical circumstances.

- 6.2 During the Service Period, you will be billed for the Service Fees on a recurring basis, subject to change upon written or verbal notice by a member of management.
- 6.3 You will be billed for any Service Fees due at the end of each Billing Cycle. If you choose to pay your Service Fees using a third-party payment processor, you may need to accept their terms and conditions (if this is the case, these will be set out on our Platform).
- 6.4 You must not pay, or attempt to pay, any Service Fees by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting this Agreement, you authorise our nominated third-party payment processor to debit your bank account in accordance with your Service Fee schedule determined by your Medicare-paid billings for the Service periods, and you confirm that you are either the holder or an authorised signatory of that bank account.
- 6.5 **Late Payments:** If any Service Fees are not paid on time, we may:
- (a) suspend your access our Services (including access to our Platform); and
 - (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time-to-time, plus 2% per annum, calculated daily and compounding monthly.
- 6.6 **Taxes:** You are responsible for paying any levies or taxes associated with your use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).
- 6.7 If GST is payable on any supply made under this Agreement, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under this Agreement and must be paid in addition to the consideration expressed elsewhere in this Agreement, unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.
- 6.8 If an adjustment event arises in respect of any supply made under this Agreement, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued if required, and any payments to give effect to the adjustment must be made.
- 6.9 If the recipient is required under this Agreement to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in

respect of that expense or outgoing that the supplier is entitled to.

- 6.10 The terms "adjustment event", "consideration", "GST", "input tax credit", "recipient", "supplier", "supply", "taxable supply" and "tax invoice" each has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

7. Platform Licence

- 7.1 While you have an Account, we grant you and your Authorised Users a right to use our Platform (which may be suspended or revoked in accordance with this Agreement). This right cannot be passed on or transferred to any other person and, if you have a Service Fee payable, will also be subject to the conditions of your Service.
- 7.2 You must not (and you must ensure that your Authorised Users do not):
- (a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
 - (b) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
 - (c) introduce any viruses or other malicious software code into our Platform;
 - (d) use any unauthorised or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Platform;
 - (e) attempt to access any data or log into any server or account that you are not expressly authorised to access;
 - (f) use our Platform in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
 - (g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or
 - (h) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

8. Availability, Disruption and Downtime

- 8.1 While we strive to always make our Services available to you, we do not make any promises that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- 8.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not

liable for disruptions or downtime caused or contributed to by these third parties.

- 8.3 We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Services.

9. Intellectual Property and Data

- 9.1 We own all intellectual property rights in our Services (including our Platform). This includes how our Platform looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Platform.

- 9.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

Health Practitioner Content

- 9.3 We do not claim ownership of any Health Practitioner Content. You grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, assignable and transferable licence to use, reproduce, modify, copy, store and share (despite clause 10) the Health Practitioner Content for our business or commercial purposes, subject to the Privacy Laws.

Medical Records

- 9.4 Ownership of all medical records in respect of the health services you have provided to Patients created by you (or by our Platform on your behalf), will at all times vest, or remain vested, in you upon creation.
- 9.5 You grant us a licence for the Term to electronically store copies of your medical records in our Platform and associated systems for the sole purpose of allowing us to provide you with our Services.

Your Data

- 9.6 We do not own any of Your Data, but when you enter or upload any of Your Data into our Platform, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an Account with us (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:
- (a) supply our Services to you and your Authorised Users (for example, to enable you and your Authorised Users to access and use our Services), and otherwise perform our obligations under this Agreement;
 - (b) diagnose problems with our Services;
 - (c) improve, develop and protect our Services;
 - (d) send you information we think may be of interest to you based on your marketing preferences;

- (e) perform analytics for the purpose of remedying bugs or issues with our Platform; or
- (f) perform our obligations under this Agreement (as reasonably required).

- 9.7 You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur of various networks, and may be transferred unencrypted.

- 9.8 You are responsible for (meaning we are not liable for):

- (a) the integrity of Your Data on your systems, networks or any device controlled by you or your Authorised Users; and
- (b) backing up Your Data.

- 9.9 When you use our Services, we may create anonymised statistical data from Your Data and usage of our Services (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve our Services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

- 9.10 If you do not provide Your Data to us, it may impact your ability to receive our Services.

10. Confidential Information and Personal Information

- 10.1 While using our Services, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any Authorised Users, employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree to not misuse or disclose such confidential information.

- 10.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.

- 10.3 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website, and applicable privacy laws.

- 10.4 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).

- 10.5 We may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers and our professional advisors).

- 10.6 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to

meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.

- 10.7 **Recordings:** We may ask you to record consultations with Patients for training and quality purposes. You can refuse to record any consultations. Where you are recording a consultation (whether at our request or not), you agree to adhere to all Privacy Laws, including by ensuring that you obtain the consent of the Patient, and stop the recording if the Patient withdraws their consent.

11. Consumer Law Rights

- 11.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and this Agreement does not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of this Agreement. Our liability for a breach of your Consumer Law Rights is, unless the laws of your jurisdiction state otherwise, limited to either resupplying our Services, or paying the cost of having our Services resupplied.
- 11.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance.
- 11.3 If you accept this Agreement in Australia, nothing in this Agreement should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).

12. Warranties and Representations

- 12.1 Each Party represents and warrants that:
- (a) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business; and
 - (b) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms.
- 12.2 You represent and warrant that:
- (a) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
 - (b) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur; and
 - (c) if you enter into this Agreement as a trustee of a trust, then:
 - (1) you are the sole trustee of the relevant trust and have been validly appointed;
 - (2) you have full and valid power, authority, consents and approvals under the relevant trust to execute the Agreement and carry out the

transactions contemplated by the Agreement; and

- (3) you have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by you under the Agreement.

13. Liability

- 13.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:
- (a) any Patient or other third-party claim, investigation, suit, action or demand brought against us or you in connection with your practice or your provision of health services to Patients by you or your agents, employees or contractors;
 - (b) attending or responding to any Patient or other third-party complaint, inquiry, inquest or commission (including a coronial inquest) in connection with your provision of health services to Patients by you or your agents, employees or contractors;
 - (c) your (or your agents, employees or contractors') breach of law (including the Privacy Laws);
 - (d) your Health Practitioner Content;
 - (e) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
 - (f) any use of our Services by a person or entity other than you or your Authorised Users.
- 13.2 Regardless of whatever else is stated in this Agreement, to the maximum extent permitted by law:
- (a) a party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss;
 - (b) (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying our Services again or paying the cost of having our Services supplied again; and
 - (c) our aggregate liability to you for any Liability arising from or in connection with this Agreement will be limited to the amount of any Service Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

14. Termination

- 14.1 We may terminate this Agreement (meaning you will lose access to our Services, including access to your Account, and any Service will be cancelled) if:

- (a) you fail to pay your Service Fees when they are due;
- (b) you or your Authorised Users breach this Agreement and do not remedy that breach within 14 days of us notifying you of that breach;
- (c) you or your Authorised Users breach this Agreement and that breach cannot be remedied; or
- (d) (to the extent permitted under the *Corporations Act 2001* (Cth)) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).

14.2 You may terminate this Agreement if:

- (a) we breach this Agreement and do not remedy that breach within 14 days of you notifying us of that breach; or
- (b) we breach this Agreement and that breach cannot be remedied, and

14.3 We may terminate this Agreement at any time by giving you immediate written notice, and if you have paid any fees upfront, you will be issued a pro-rata refund of any unused Fees based on the portion of the then-current Service Period remaining.

14.4 You may also terminate this Agreement at any time by giving us immediate written notice to our email for notices (as set out in clause 15.13) or your contact point in management at the time, and if you have an outstanding service fee, that will remain payable post-termination of your access to the platform.

14.5 Upon termination of this Agreement, we will retain Your Data (including copies) as required by law or regulatory requirements.

14.6 Termination of this Agreement will not affect any other rights or liabilities that we or you may have.

15. General

15.1 **Amendment:** Subject to clauses 2.12 and 2.13, this Agreement may only be amended if we and you agree in writing.

15.2 **Assignment:** You may not transfer or assign this Agreement (including any benefits or obligations you have under this Agreement) to any third party without our prior written consent. We may assign or transfer this Agreement to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

15.3 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.

15.4 **Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent

us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If the Dispute is not resolved at that initial meeting, either we or you may refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation.

15.5 **Electronic Execution:** This Agreement may be executed using an Electronic Signature. The Parties acknowledge and agree that if a Party executes this Agreement using an Electronic Signature, then the Party is taken to have entered into this Agreement in electronic form and the Electronic Signature is deemed to be an original execution of the Agreement by the Party. "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign this Agreement, which may include software programs such as DocuSign.

15.6 **Entire Agreement:** Subject to your Consumer Law Rights, this Agreement contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in this Agreement, and this Agreement supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

15.7 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practicable, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under this Agreement for a period in excess of 60 days, then the other Party may by notice terminate this Agreement, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.

15.8 **Further Assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.

15.9 **Governing law:** This Agreement is governed by the laws of New South Wales, and any matter relating to this Agreement is to be determined exclusively by the courts in New South Wales and any courts entitled to hear appeals from those courts.

15.10 **Illegal Requests:** We reserve the right to refuse any request for or in relation to our Services that we deem

inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with this Agreement.

- 15.11 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.
- 15.12 **Nature of Legal Relationship:** This Agreement does not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.
- 15.13 **Notices:** Any notice you send to us must be sent to the email address set out in the Schedule or to the reasonable key contact with management you have at the Company. Any notice we send to you will be sent to the email address registered against your Account. Notice will be deemed to have been served at the time of transmission.
- 15.14 **Publicity:** You agree that we may advertise or publicise the fact you are a customer of ours, for example on our website or in our promotional material, and you grant us a right to display and use your logo and branding solely for that purpose.
- 15.15 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.
- 15.16 **Subcontracting:** We may subcontract the provision of any part of our Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under this Agreement and that we are liable for the acts and omissions of our subcontractor.
- 15.17 **Survival:** Clauses 9 to 14 will survive the termination or expiry of this Agreement.
- 15.18 **Third Party Sites:** Our Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Platform, those goods or services are being provided by that third party, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform. We will make it clear by notice to you which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Platform.
- 15.19 **Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in

writing and will be effective only to the extent specifically stated.

16. Definitions

- 16.1 In this Agreement, unless context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

Account means an account accessible to the individual or entity who signed up to our Services, under which Authorised Users may be granted with access.

AHPRA means the Australian Health Practitioner Regulation Agency, or its successor.

Authorised User means a user that you have invited to use the Platform through your Account.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Health Practitioner Content has the meaning given in clause 2.2(d)

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Patients means individual users of doctordoctor.com.au that are seeking health services from health practitioners.

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Platform means our cloud-based platform, Da Vinci.

Privacy Laws means the *Privacy Act 1988* (Cth) and all legislation relating to health records, and all applicable privacy, data protection, cybersecurity and anti-spam laws, regulations and regulatory guidance.

Registration Details means your healthcare professional registration details as set out in the Schedule.

Services means the services we provide to you, as detailed in clause 2.1.

Schedule means the schedule to this Agreement.

Service means the terms and conditions based agreement you have with us that allows you to access our Services (including our Platform).

Service Fees means the fees you pay to us to access the platform, charged as a function of the billings or income you are paid by Medicare, the Company or any other private funder.

Service Period means the duration of your access to our platform over any given service fee charge period.

Your Data means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you and your Authorised Users when receiving our Services or stored by or generated by your use of our Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Services. Your Data does not include any data or information that is generated as a result of your usage of our Services that is a back-end or internal output or an output otherwise generally not available to users of our Services.

17. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;
- (d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns;
- (e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (f) a reference to time is to local time in Sydney, New South Wales; and
- (g) a reference to \$ or dollars refers to the currency of Australia from time to time.