

iScribe End User License Agreement (EULA)

1 Overview

- 1.1 Akuru Pty Ltd ACN 673 517 578 (**we, us, our**) has developed a digital platform and related technology which is referred to as iScribe (**Platform**).
- 1.2 We and our third-party licensors reserve the right to update, maintain, modify, replace, limit, and expand the Platform and its functionality.
- 1.3 Each user of the Platform should read this End User Licence Agreement (**EULA**) carefully prior to registering to use the Platform.

2 Acceptance of End User Licence Agreement

- 2.1 This EULA records an agreement between you (**you, your**) and us for the purpose of your use of the Platform.
- 2.2 By using the Platform, you are accepting this EULA and agree to be bound by it. If you do not agree to this EULA, do not access or use the Platform.
- 2.3 We reserve the right to make changes to this EULA from time to time without notice.

3 Use

- 3.1 To use the Platform, you may be required to supply the following information:
 - (a) Your full name;
 - (b) A valid email address;
 - (c) Your address;
 - (d) A valid phone number;
 - (e) Credit card details for payment purposes;
 - (f) Details and proof of currency of any relevant qualifications, accreditations, or licences;
or
 - (g) Any other information required to use the Platform.
- (**User Data**).
- 3.2 Failure to supply correct User Data may result in us suspending your access to the Platform and resulting in you being unable to use the Platform as intended.
- 3.3 You agree to update your User Data if there are any changes to ensure that it is current and accurate at all times. You agree to update us to the extent you become aware of any such changes in relation to your account.
- 3.4 You agree to permit us to use the User Data for the purposes of providing the functionality of the Platform and any related purposes. You acknowledge that in order to do so, we may share the User Data with other parties, including stakeholders and suppliers.
- 3.5 We may use the User Data for the purpose of providing the functionality of the Platform and any related purpose. In order to do so, we may share the User Data with other parties, including stakeholders and suppliers.

- 3.6 You are responsible for maintaining the security of your login and account information. We are not liable for any loss or damage from your failure to comply with this security obligation.
- 3.7 All User Data will be stored and maintained by or on behalf of us in accordance with Australian law.
- 3.8 Our use of any personal information provided within the User Data will be in accordance with our Privacy Policy available at <https://www.akuru.com.au/privacy> (**Privacy Policy**).
- 3.9 You must not use the Platform for any unconscionable behaviour or activity, including but not limited to:
- (a) Engaging in abusive, derogatory, discriminatory, or vexatious behaviour;
 - (b) Engaging in any activity that disrupts or corrupts the Platform or the networks that host the Platform;
 - (c) Attempting to hack, disable, circumvent, or otherwise gain access to any security, database, or other secure aspect of the Platform; or
 - (d) Violate any laws in your jurisdiction when using the Platform, including but not limited to copyrights law, privacy law or health records law.
- 3.10 You may link to the Platform only:
- (a) With our prior express permission;
 - (b) In a way that is fair, unbiased, legal and does not damage or exploit our reputation; or
 - (c) In a way that does not suggest either express or implied any association or endorsement by us.
- 3.11 You are responsible for all activities that occur on your account, and we will not be liable for any loss or damage from activities on your account.
- 3.12 You must remove or procure the removal of any link to the Platform immediately upon receiving notice from us to do so. We may give such notice at our absolute discretion without justification.

4 Service

- 4.1 The Platform enables health practitioners to record and transcribe consultation sessions with their patients (**Patients**) via the Platform (**Services**). Our Services are limited to the provision of such technology through the Platform only, and we do not provide a health service, nor hold ourselves out to be health providers or health practitioners.
- 4.2 You confirm and accept that:
- (a) You have obtained explicit consent from Patients regarding the provision of Patients' personal information before engaging in our Services.
 - (b) Personal information includes but is not limited to information about or pertaining to your Patients' sensitive information including information pertaining to a Patient's (**Sensitive Information**):
 - (i) health;

- (ii) gender;
- (iii) sexual orientation;
- (iv) religious beliefs;
- (v) biography;
- (vi) socioeconomic status;
- (vii) medical, health or clinical information and records;
- (viii) medical history pursuant to your forms you may be requested to complete;
- (ix) ethnicity; or
- (x) other personal, clinical or health-related information.

4.3 To the extent that you or a Patient will be providing the personal or Sensitive Information of a Patient to us or the Platform, you must provide the Patient with or direct the Patient to our Privacy Policy prior to the provision of such information. You indemnify us against any loss or damage incurred as a result of your failure to provide a Patient with or direct a Patient to our Privacy Policy in accordance with this clause.

4.4 We reserve the right to modify or discontinue, temporarily or permanently the Platform and Services with or without notice.

5 Fees and Payment

5.1 You authorise us or any third-party service provider to debit your account at the relevant financial institution connected with the payment details identified and provided in your User Data for payment of all fees and charges.

5.2 Fees and other amounts payable to us for the Platform are published on our website at [<https://www.akuru.com.au>] and are charged in Australian Dollars. We reserve the right to amend pricing rates from time to time at our discretion.

5.3 Fees are payable either annually or monthly in advance and will be direct debited from your nominated bank account or credit card at the time of subscription, and then on each subsequent monthly anniversary of the subscription date.

5.4 If sufficient funds are not available in your nominated financial account at the time of processing a payment:

- (a) We will issue an email notification to you providing notice of the payment default.
- (b) A second attempt to direct debit the fees from your nominated bank account or credit card will occur three days after the failed attempt.
- (c) If the payment is declined a second time, your access to the Platform will be temporarily disabled until the payment is successfully made.
- (d) All charges are inclusive of Goods and Service Tax (GST) where applicable.

5.5 We will not be held responsible for any fees and charges imposed by your financial institution or any other third party that may be incurred if there are insufficient funds in your account or the payment fails.

6 Refunds

- 6.1 If you believe you are entitled to a refund you can contact us through the contact details stated below. Any request for a refund must include, at a minimum:
- (a) Details of the service that you would like refunded;
 - (b) The reason why you believe you are entitled to a refund;
 - (c) Evidence of the defect that warrants a refund.
- 6.2 We will investigate any request for a refund we receive. We may, at our absolute discretion, offer to refund or replace the Service, offer you a credit for the value of the Service, or offer a full or partial refund for the Service.
- 6.3 Subject to any rights you may have under Australian Consumer Law, all requests for refunds will be dealt with at our absolute discretion.
- 6.4 Unless we determine otherwise at our absolute discretion, requests for refunds due to a change of mind will not be considered.
- 6.5 Notwithstanding any other provision of this EULA, we are in no way required to refund any amount.

7 Term and Termination

- 7.1 Either party may terminate this EULA by providing 7 days' prior written notice at which point your access to the Platform and Services will cease.
- 7.2 We may terminate this EULA, and prevent your access to the Platform if you:
- (a) fail to make any payment to us when due;
 - (b) breach a clause of this EULA, or the terms of any other agreement between you and us, which is not capable of remedy or, if capable of remedy, is not remedied for 7 days after we put you on notice of the breach; or
 - (c) act, or has acted, in a way that has or may negatively reflect on or impact us or our suppliers.
- 7.3 On termination of this EULA, we have no obligation to provide and maintain access to the Platform to you, you must immediately cease using the Platform and agree to uninstall or delete our Platform from your device.
- 7.4 Termination will not affect any of our accrued rights or your accrued liabilities as of the time of termination. For the avoidance of doubt, you are liable to pay all outstanding Fees and charges that have accrued as of termination.
- 7.5 If you are a trial user, we may terminate this EULA immediately without providing notice of such termination to you.

8 Data Retention and Destruction

- 8.1 We may store personal information, Sensitive Information and Patients' medical records when you use our Platform and Services (**Stored Data**).
- 8.2 We will maintain compliance in relation to the Stored Data in accordance with relevant laws

and regulations.

- 8.3 By engaging with our Services, you acknowledge and agree that our data retention and destruction practices are integral to maintaining the confidentiality and security of Stored Data.
- 8.4 On the completion of the transcription process or when the data becomes redundant for its intended purpose, you are solely responsible for the continuous backup, maintenance, and auditing of the Stored Data.
- 8.5 We hold no liability for any Stored Data including but not limited to Stored Data that has been properly destroyed or de-identified, provided that such actions were taken in accordance with applicable laws and regulations.
- 8.6 For the avoidance of doubt, in accordance with any health records and privacy law and regulation, you are responsible for the retention and destruction of the Stored Data.

9 eHealth Record System

9.1 Pursuant to the *My Health Records Act 2012 (Cth)* which governs the eHealth Record System (**eHealth Record System**), to the extent relevant to your use of the Platform, you must comply with all:

- (a) laws and regulations; and
- (b) policies, procedures and terms of use,

relating to or governing the use of the eHealth Record System while using our Platform.

9.2 You must ensure that you hold all necessary authorisations and consents to upload information to or access information from the eHealth Record System when using the Platform. You must comply with all restrictions, limitations and terms governing such authorisations and consents.

9.3 You acknowledge and agree that:

- (a) we may provide information (for example, logs relating to the use of the Platform to access the eHealth Record System) to anyone authorised to receive it; and
- (b) we may do anything else permitted or required, by law or by the terms or agreements relating to conformant clinical information systems or the eHealth Record System;
- (c) you are responsible for ensuring you have all procedures and policies in place necessary for your interaction with the eHealth Record System using the Platform; and
- (d) you are responsible for the accuracy and completeness of information uploaded to the eHealth Record System.

10 Intellectual Property

10.1 Your use of the Platform is pursuant to a non-exclusive license between you and us which is granted subject to this EULA. Nothing in this EULA or otherwise creates an assignment of any rights in the Platform or the Product beyond the ability to use it for its intended use.

10.2 Nothing in this EULA or otherwise creates the right for you to sublicense the Platform.

10.3 You undertake not to reverse engineer, replicate, or otherwise copy the Platform. We reserve

all our rights to seek compensation, damages, injunctions, or any other remedy available to us at law if any attempt to do so, whether successful or unsuccessful, is made by you or any of your affiliates.

- 10.4 You must not reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform or any products ordered through the Platform, use of the Platform, or access to the Platform without our prior express written permission. We claim copyright and all other intellectual property rights over the Platform, its other products and services and reserve all of our rights.
- 10.5 All intellectual property and ownership rights subsisting in the Platform (including the user interface and the software comprising the Platform), the data derived from the use of the Platform, and any other documentation, information or materials that are supplied by us to you, remain our or our third-party licensors' exclusive property. For the avoidance of doubt, nothing in this agreement assigns any ownership rights to you.

11 Operation of the Platform

- 11.1 You warrant that you will comply fully with all the Platform operating instructions. Any failure to comply fully with operating instructions may result in the sub-par or faulty performance of the Platform.
- 11.2 We accept no liability, and you release us from any such liability, associated with faults or errors caused by your non-compliance with all operating instructions.
- 11.3 We may suspend the Platform for any one or more periods of time if we are unable to provide the Platform due to a fault or dysfunction with our servers.

12 Warranties

- 12.1 By using the Platform, you represent and warrant that we will not be liable for any direct or indirect expense, damage or injury (including indirect loss of revenue, profits, goodwill or business opportunity) howsoever caused, including arising directly or indirectly from or in connection with your use of the Platform.
- 12.2 Subject to any of the rights you may have under the Australian Consumer Protection Law, we exclude to the fullest extent possible all implied terms and warranties, whether statutory or otherwise, relating to the Platform or any other matter under this EULA.
- 12.3 We do not warrant or represent the qualifications, quality, suitability, reputation, or specialisation of any health practitioner. We are not responsible and fully disclaim all liability for the behaviour, representations (including misrepresentations), misconduct, negligence, malpractice and all other conduct of any health practitioner.
- 12.4 The Platform is made available to you on an "as is" basis. We make no warranties, representations or conditions of any kind, express, statutory or implied as to:
 - (a) The operation and functionality of the Platform;
 - (b) the accuracy, integrity, completeness, quality, legality, usefulness, safety and IP rights of any of the software content; and/or
 - (c) the services associated with the Platform or its content.
- 12.5 We further disclaim all warranties, express, statutory or implied. No advice or information, whether oral or written, that you obtain from us shall create any warranty, representation or

condition not expressly stated herein.

13 Limitation of liability

13.1 We disclaim all liability for any:

- (a) indirect, special, incidental, punitive, exemplary, reliance or consequential damages;
- (b) loss of profits;
- (c) business interruption;
- (d) network interruptions;
- (e) loss or damage to reputation of us or any third party;
- (f) loss of information or data;
- (g) all liability for any loss or damage,

relating to or arising out of your use of the Platform.

13.2 We are not liable for any advice or treatment provided by you. We accept no liability for the treatment or advice provided or recommended by you or a health practitioner.

13.3 If a Patient develops any adverse side effects as a result of a remedy, treatment or medication prescribed by you, we will not be held liable or responsible for any side effects or complications that result from the treatment or medication that the Patient receives from you whilst utilising our Service.

13.4 The success of the Services and medical advice provided by you or any health practitioners will depend on the completeness and accuracy of the information you or the health practitioners provide. We will not be held liable for any loss or damage caused to you or the Patient as a result of you withholding or providing incomplete, inaccurate, or misleading information.

13.5 Your use of the Platform is at your own discretion and risk, and you will be solely responsible for any resulting loss or damage, including but not limited to, any loss of data or damage to your computer(s) or networks from viruses that may be downloaded to your computer in the course of using the software. Some jurisdictions do not allow the exclusion of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. If you reside in such a jurisdiction, the above limitations shall apply to you to the fullest extent permitted under applicable law.

13.6 To the maximum extent permitted by law, our maximum aggregate liability to you for any claims, damages, injuries or causes whatsoever, and regardless of the form of action (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason), will at all times be limited to the greater of (i) the amount paid, if any, by you to us in connection with the Platform in the 2 months prior to the action giving rise to liability or (ii) \$1.00.

14 Indemnity

14.1 You defend, indemnify and hold harmless us, our members, managers, subsidiaries, affiliates, any related companies, contractors, licensors and partners, and the officers, directors,

employees, agents and representatives of each of them, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of:

- (a) Your access to or use of the Platform;
- (b) Your violation of this agreement;
- (c) Any infringement by you of any intellectual property or other right of any person or entity.

14.2 We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you will cooperate with our defence of these claims. You will not settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

15 Transfer of rights and obligations

15.1 This EULA is binding on you and us and our respective successors and assignees.

15.2 You may not transfer, assign, charge or otherwise dispose of your rights or liabilities under this EULA, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under this EULA, at any time without your prior consent.

16 Force Majeure Events

16.1 We will not be liable or responsible for any failure to perform or delay in the performance of any of our obligations under this EULA that is caused by events outside our control (**Force Majeure Event**).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lockouts or other industrial action;
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) Impossibility of the use of public or private telecommunications networks;
- (f) Epidemic, pandemic or other health emergency (whether declared or not), including without limitation lockdowns or any other restrictions imposed as a result of any other pandemic or epidemic at any time; and
- (g) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under this EULA is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the

duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this EULA may be performed despite the Force Majeure Event.

17 General

- 17.1 To the extent permitted by law, we reserve the right to create, collect and/or store any metadata resulting from your use of the Platform. To the extent permitted by law, we may use metadata for a variety of functions including (but not limited to) conducting investigations, helping us manage and administer the Platform, for purposes of search engine optimisation and to drive traffic to the Platform. To the extent permitted by law, we reserve the right to share your information (including metadata) with government agencies and authorities to the extent this is required or requested of us.
- 17.2 We may use de-identified and aggregated data, relating to you or to Patients, to refine and enhance both the Platform, its Services and advance our own business objectives in accordance with our Privacy Policy.
- 17.3 We may use third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, payment gateway and related technology required to run the Platform.
- 17.4 Verbal, physical, written or other abuse (including threats of abuse or retribution) of any of our employees, members, representatives, or officers will result in immediate termination of your access to the Platform.
- 17.5 We do not warrant that:
- (a) The Platform will meet your specific requirements;
 - (b) The Platform will be uninterrupted, timely, secure, or error-free;
 - (c) Any errors in the Platform will be corrected.
- 17.6 Our failure to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. The EULA constitutes the entire agreement between you and us and governs your use of the Platform, superseding any prior agreements between you and us.
- 17.7 Any part of this EULA that is invalid, prohibited or not enforceable will not void the balance of the EULA. All other parts will be enforced without regard to the invalid provision and continue to be valid in accordance with their terms.
- 17.8 We make no representations or warranties that the content of the Platform complies with the laws (including intellectual property laws) of any country outside of Australia.
- 17.9 Any queries about the EULA should be sent to us by email at info@akuru.com.au
- 17.10 This EULA is governed by the laws of the State of Victoria in Australia. Disputes arising from your use of the Platform are exclusively subject to the jurisdiction of the courts of Victoria.