

Billing Recommendation Software Terms and Conditions

Welcome to MediBetter's AI-powered MBS Billing Optimisation and Support Software, "BOSS"! We provide a cloud-based platform (**Platform**) where you can simplify and optimise the billing process for GPs to help unlock missed billing opportunities, enhance revenue and improve financial viability and sustainability for General Practices.

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Pate Ventures Pty Ltd T/A Medibetter (ACN 665 806 182).

These Terms form 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 these Terms.

For questions about these Terms, or to get in touch with us, please email: contact@medibetter.com.au.

These Terms were last updated on 14 February 2025.

Our Disclosures

Please read these Terms carefully before you accept. We draw your attention to the fact that:

- we will handle your personal information in accordance with our privacy policy, available on our website;
- subject to your Consumer Law Rights:
 - (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 these Terms will be limited to the amount of any Subscription 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;
 - your Subscription is for the Subscription Period and cannot be cancelled early, except where these Terms are terminated;
- at the end of your Subscription Period, your Subscription will automatically renew for the same Subscription Period unless you cancel your Subscription prior to the renewal date;
- 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 2.7 under our Terms and Conditions; 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.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

TERMS AND CONDITIONS

These Terms are entered into between us and you, together the **Parties** and each a **Party**.

1. Engagement and Term

- 1.1 These Terms apply from when you sign up for an Account, until your Subscription ends and is not renewed, unless earlier terminated in accordance with its terms. We grant you a right to use our Services for this period of time only.

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**),
 - (c) (collectively, our **Services**).
- 2.2 If you require Support Services, you may request these by getting in touch with us through support@medibetter.com.au.
- 2.3 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.
- 2.4 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.
- 2.5 You acknowledge that our Services do not constitute, and are not a substitute for, financial advice and that the responses generated by our recommendation platform (BOSS) are based on machine learning models and may not always be accurate or up to date. It is your responsibility to verify any information provided by the platform with official Medicare documentation before making billing decisions.
- 2.6 We will not be responsible for any other services unless expressly set out on in these Terms or on our Platform.
- 2.7 **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).
- 2.8 **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.
- 2.9 **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 2.7.
- 2.10 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 these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.
- 2.11 You agree that we may vary our Services or the Subscription Fees at any time, by providing 30 days' written notice to you (**Variation Notice Period**). If you do not agree to any amendment made to our Services or the Subscription Fees, you may, before the end of the Variation Notice Period, terminate these Terms by giving us 30 days' notice in writing, in which case, the proposed variation will not come into effect, your Subscription will be cancelled and clauses 5.5 and 16 will apply. Upon cancellation of your Subscription:
- (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 Subscription Fees upfront, you will be issued a pro-rata refund based on the portion of the Subscription Period remaining.

3. Account

- 3.1 You may sign up for an Account in order to access and use our Platform, and you must provide us with information reasonably requested by us, including but not limited to, your name, email, phone number, AHPRA registration details and location of practice.
- 3.2 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 these Terms. 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 Order.

- 3.3 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.
- 3.4 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.

4. Authorised Users

- 4.1 You acknowledge and agree that we are not a health service provider and that our role is solely to allow you and your Authorised Users to simplify and optimise the billing process.
- 4.2 You are solely responsible for all aspects of patient management and billing decisions.
- 4.3 You agree to (and you agree to ensure that your Authorised Users) perform the healthcare services, and provide and obtain all things necessary for, or incidental to, the performance of the healthcare services:
- (a) in accordance with all applicable Laws;
 - (b) with due care, skill and diligence;
 - (c) with due expedition and without delay; and
 - (d) in a proper and professional manner, and in accordance with best industry practice.
- 4.4 You must (and to the extent applicable, must ensure that your Authorised Users agree to):
- (a) not commit any act or omission, directly or indirectly, which may bring us (or the Platform or patients) into breach of any Law, the subject of any Liability, or into disrepute;
 - (b) comply with all applicable Laws, codes, standards and regulations including but not limited to:
 - (1) the Health Practitioner Regulation National Law (Queensland) Act 2009;
 - (2) the Medical Board of Australia Code of Conduct;
 - (c) the Australian Medical Association Guidelines on Medical Certificates 2011 (Revised 2016);
 - (d) any relevant State and Territory Health Records Acts; and
 - (e) hold all licences with all relevant regulatory boards and/or authorities necessary to enable you to legally practice telehealth and deliver the health services through the Platform.
- 4.5 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 4.

5. Subscriptions

- 5.1 The details of your Subscription are set out on our Platform, including the Subscription Features, Subscription Fees and Subscription Periods.
- 5.2 During the Subscription Period, you will be billed for the Subscription Fees on a recurring basis, as set out in the Order (**Billing Cycle**).
- 5.3 You will be billed for any Subscription Fees due at the beginning of each Billing Cycle. If you choose to pay your Subscription Fees using one of our third-party payment processors, you may need to accept their terms and conditions (if this is the case, these will be set out on our Platform).
- 5.4 You must not pay, or attempt to pay, any Subscription 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 these Terms, you authorise our nominated third-party payment processor to debit your bank account in accordance with your chosen Subscription, and you confirm that you are either the holder or an authorised signatory of that bank account.
- 5.5 **Cancellation:** Your Subscription continues for the Subscription Period, and at the end of each Subscription Period, provided you have paid all Subscription Fees owing, your Subscription will be automatically renewed for the same Subscription Period. If you wish to cancel your Subscription, you may do so through your Account. Your cancellation will take effect at the end of your current Subscription Period, and your Subscription will not be renewed (meaning you will need to continue paying all

Subscription Fees due up until your current Subscription Period ends). If you are on an annual Subscription, we will provide you with a renewal reminder at least 30 days prior to your Subscription renewing.

5.6 **Late Payments:** If any Subscription 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.

5.7 **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. Platform Licence

6.1 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 these Terms). This right cannot be passed on or transferred to any other person and, if you have a Subscription, will also be subject to the conditions of your Subscription (as set out on our Platform).

6.2 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.

7. Availability, Disruption and Downtime

7.1 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.

7.2 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.

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

8. Intellectual Property and Data

8.1 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.

8.2 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.

9. Your Data

9.1 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. 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 these Terms;
- (b) train our artificial intelligence and use of model algorithms;
- (c) diagnose problems with our Services;
- (d) improve, develop and protect our Services;

- (e) send you information we think may be of interest to you based on your marketing preferences;
- (f) perform analytics for the purpose of remedying bugs or issues with our Platform; or
- (g) perform our obligations under these Terms (as reasonably required).

9.2 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.

9.3 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.

9.4 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.

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

9.6 If you have closed your Account and would like us to stop using Your Data in accordance with clause 9.1, please contact us in writing via email.

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

10.4 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).

10.5 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.

11. Privacy

11.1 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.

11.2 Each Party agrees to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) (Privacy Act) (as if it were an "APP entity" as defined in the Privacy Act) and any other applicable Privacy Laws that may apply to the use of the Platform. Each Party must not (and must procure that its personnel do not) do anything which may cause the other Party to be in breach of Privacy Laws.

11.3 With respect to any Personal Information that you have access to, or share with us (including via the Platform), you are responsible for:

- (a) receiving consent from your patient to record or upload your consultation with them via the Platform;
- (b) receiving consent from your patient to share their Personal Information on the Platform;
- (c) only using the Personal Information in accordance with your patient's instructions and for the sole purpose for which it was disclosed.

11.4 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).

11.5 In respect of any Security Incident, you must (and procure that your personnel must):

- (a) notify us within 2 business days of becoming aware of the Security Incident;
- (b) comply with your obligations under Privacy Laws;
- (c) provide us with all information we reasonably request;

- (d) assist and fully cooperate with us, at your cost, in investigating and remedying the Security Incident; and
- (e) take any other action, at your cost, that we reasonably deem necessary in connection with the Security Incident.

12. Consumer Law Rights

- 12.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms does not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms. 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.
- 12.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance.
- 12.3 If you accept these Terms in Australia, nothing in these Terms 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)).

13. Warranties and Representations

- 13.1 Each Party represents and warrants that:
 - (a) it has full legal capacity, right, authority and power to enter into these Terms, to perform its obligations under these Terms, and to carry on its business; and
 - (b) these Terms constitutes a legal, valid and binding agreement, enforceable in accordance with its terms.
- 13.2 You represent and warrant that:
 - (a) you will comply (and will ensure your Personnel comply) with all applicable codes, laws, standards and regulations, including but not limited to:
 - 1. the Health Practitioner National Law;
 - 2. the Medical Board of Australia Code of Conduct; and
 - 3. any relevant State and Territory Health Records Acts;
 - (b) you and/or your personnel hold all necessary licenses with relevant regulatory boards and/or authorities necessary to enable you to legally provide health advice to patients;
 - (c) you will maintain all insurance policies that a reasonably prudent healthcare professional in your position would maintain, including but not limited to professional indemnity cover and public liability insurances;
 - (d) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (e) 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
 - (f) if you enter into these Terms 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.

14. Liability

- 14.1 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) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
 - (b) any use of our Services by a person or entity other than you or your Authorised Users;
 - (c) your failure to verify the accuracy of any consultation notes generated by you or your Authorised Users;
 - (d) your failure to obtain consent to share a patient's Personal Information with us, including via the Platform.
 - (e) your failure to comply with Medicare billing requirements
 - (f) your failure to verify that any information we have provided through our software is true and correct and in line with Medicare requirements
- 14.2 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:

- (a) neither we or you are liable for any Consequential Loss;
- (b) a party's liability for any Liability under these Terms 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;
- (c) (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
- (d) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to the amount of any Subscription Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

15. Indemnity

- 15.1 Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to indemnify us and hold us harmless in respect of any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:
- a. any breach by you, your personnel or Authorised Users of clauses 8, 10, 11 or 13;
 - b. your, or your Authorised Users, failure to verify the accuracy of the consultation notes generated by the Platform in relation to a consultation;
 - c. your failure to ensure your Medicare billing is true and correct, in accordance with Medicare requirements; or
 - d. your failure to verify that any information we have provided through our software is true and correct and in line with Medicare requirements.

16. Termination

- 16.1 We may terminate these Terms (meaning you will lose access to our Services, including access to your Account, and any Subscription will be cancelled) if:
- (a) you fail to pay your Subscription Fees when they are due;
 - (b) you or your Authorised Users breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
 - (c) you or your Authorised Users breach these Terms and that breach cannot be remedied;
 - (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); or
 - (e) (to the extent permitted under the Corporations Act 2001 (Cth)) we experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).
- 16.2 You may terminate these Terms if:
- (a) we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
 - (b) we breach these Terms and that breach cannot be remedied, and
 - (c) if you have paid Subscription Fees upfront, you will be issued a pro-rata refund of any unused Subscription Fees based on the portion of the then-current Subscription Period remaining.
- 16.3 We may terminate these Terms at any time by giving you 30 days' notice, and if you have paid Subscription Fees upfront, you will be issued a pro-rata refund of any unused Subscription Fees based on the portion of the then-current Subscription Period remaining.
- 16.4 You may also terminate these Terms at any time by giving us 30 days' notice to our email for notices (as set out in clause 18.8), and if you have a Subscription, termination will take effect at the end of your current Subscription Period.
- 16.5 Upon termination of these Terms, we will retain Your Data (including copies) as required by law or regulatory requirements.
- 16.6 Termination of these Terms will not affect any other rights or liabilities that we or you may have.

17. AI Disclaimer

- 17.1 You acknowledge that if we provide access to artificial intelligence (AI) enhanced software or services, that the AI models utilised are:

- (a) experimental and have known limitations and defects. It is known that AI models use autoregressive architecture, relying mainly on previous data values (without verifying the accuracy or veracity of that previous data) to predict current data values and that as a result they may have unpredictable or inconsistent outputs; and
- (b) not created or provided by us – rather, they are provided by a cloud system provider or third-party software provider and we are merely providing software or services necessary to integrate those AI models (by way of API) into our existing software or services, for you.

17.2 You agree that you and your Authorised Users will:

- (a) implement meaningful manual checks and oversight of any results produced by AI models, involving (in those checks and oversight) people who possess appropriate expertise to verify the accuracy of the output, before placing reliance on those outputs;
- (b) implement adequate technical limits on the use of results produced by AI models, to mitigate the potential consequences of unpredictable, inaccurate or inconsistent outcomes; and
- (c) familiarise themselves with and comply at all times with the terms & conditions, licence requirements and code of conduct of each AI model provided (as may be updated from time to time by the provider).

18. General

18.1 **Amendment:** Subject to clauses 2.10 and 2.11, these Terms may only be amended if we and you agree in writing.

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

18.3 **Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (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 Party may:

- (a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
- (b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Brisbane, Queensland, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

18.4 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms 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 practical, 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 these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, 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 these Terms.

18.5 **Governing law:** These Terms are governed by the laws of Queensland, and any matter relating to these Terms are to be determined exclusively by the courts in Queensland and any courts entitled to hear appeals from those courts.

18.6 **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 these Terms.

18.7 **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.

18.8 **Nature of Legal Relationship:** These Terms does not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

18.9 **Notices:** Any notice you send to us must be sent to support@medibetter.com.au. 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.

18.10 **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.

- 18.11 **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 these Terms and that we are liable for the acts and omissions of our subcontractor.
- 18.12 **Survival:** Clauses 8 to 17 will survive the termination or expiry of these Terms.
- 18.13 **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 on our website which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Platform.

19. Definitions

- 19.1 In these Terms, unless context otherwise requires, capitalised terms have the meanings given to them in the Order, 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.

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

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute "Consequential Loss".

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 National Law means the legislation that was enacted in each state and territory of Australia, being the Health Practitioner Regulation National Law (Queensland) Act 2009 in Queensland.

Health Records Act means the relevant state and territory legislation which establishes a framework to protect the privacy of individuals' health information.

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.

Medical Board of Australia Code of Conduct means the code the conduct established by the Australian Medical Association which establishes the professional standards of doctors.

Order means the order form or other documentation containing details of the Services, your Subscription, Subscription Features, Subscription Fees, Subscription Period and more, as agreed between the Parties in writing.

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, available at <https://medibetter.com.au/>.

Security Incident means the actual or likely occurrence of any of the following in respect of the Personal Information that you (or your personnel) receive or have access to in connection with these Terms, or otherwise share on the Platform:

- (a) a breach by you (or your personnel) of clause 11.1 or 11.2;
- (b) an 'eligible data breach' (as that term is defined the Privacy Act) caused or contributed to by you (or your personnel).

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

Subscription means the Subscription plan you have chosen through our Platform, which you use to access certain features and benefits.

Subscription Features means the features and limitations of your chosen Subscription, as set out in the Order.

Subscription Fees means the fees you pay to us to access your chosen Subscription, as set out in the Order.

Subscription Period means the duration of your Subscription, as set out in the Order.

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, and any patient consultation notes. 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.

ATTACHMENT A – END USER LICENCE AGREEMENT

End User Licence Agreement

1 Introduction

- 1.1 These terms and conditions (**Terms**) are entered into between Pate Ventures Pty Ltd T/A Medibetter (ACN 665 806 182) (**we, us or our**) and you, together the **Parties** and each a **Party**.
- 1.2 We offer solutions that help to simplify and optimise the billing process for General Practitioners by identifying potential missed billing opportunities, enhancing Medicare compliance confidence, enhancing revenue and improving financial viability and sustainability.
- 1.3 You are accessing the Platform as an authorised user of the business user who has accepted our Software Agreement and is our client (**Business User**). If the Business User's agreement with us is suspended or terminated for any reason, your access to the Platform will also be suspended or terminated.

2 Acceptance and Platform Licence

- 2.1 By clicking on "I accept" (or similar button or checkbox) or by using or accessing the Platform, you accept these Terms.
- 2.2 We may amend these Terms at any time, by providing written notice to you. By accepting or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may cease accessing the Platform.
- 2.3 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use the Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 2.4 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
 - (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
 - (e) facilitating or assisting a third party to do any of the above acts.

3 Access to the Platform

- 3.1 We will provide you with the login details required to access the Platform.
- 3.2 All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 3.3 You agree not to share your login details with any other person. Your login is personal and you must not transfer or provide it to others.
- 3.4 You are responsible for keeping your login details and your username and password confidential and you will be liable for all activity via your login. You agree to immediately notify us of any unauthorised use of your login.

4 Our Intellectual Property

- 4.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us or our licensors.
- 4.2 We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party.
- 4.3 You must not, without our prior written consent:
 - (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

5 Warranties

- 5.1 You represent, warrant and agree that:
 - (a) you will not use the Platform, including Our Intellectual Property, in any way that competes with our business;
 - (b) there are no legal restrictions preventing you from entering into these Terms;

- (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
- (d) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

6 Liability

- 6.1 Despite anything to the contrary, without limiting any rights you may have as a consumer under the Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (Australian Consumer Law):
 - (a) neither Party will be liable for Consequential Loss;
 - (b) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
 - (c) we will have no Liability towards you in relation to these Terms or your use of the Platform.

7 Access

- 7.1 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach. Should we determine that you are in breach of these Terms, your access to the Platform will be terminated immediately.

8 General

- 8.1 **Assignment:** You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent.
- 8.2 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 8.3 **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
- 8.4 **Governing law:** These Terms are governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in South Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 8.5 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you sign up to the Platform. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 8.6 **Severance:** If a provision of these Terms 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 these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

9 Definitions

- 9.1 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 9.2 **Intellectual Property Rights** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trademarks, domain names, know-how, inventions, processes, trade secrets (including the right to keep confidential information confidential), circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.
- 9.3 **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 a party to these Terms or otherwise.

For any questions or notices, please contact us at:

Pate Ventures Pty Ltd T/A Medibetter (ACN 665 806 182)

Email: contact@medibetter.com.au