

Medinexus Terms of Use

Medinexus Pty Limited (“**Medinexus**”, “**we**”, “**us**”) operates the “**Medinexus System**”, which provides the service of the safe, secure transmission of reports and images (**Results**) (sent to healthcare professionals from diagnostic service providers or other healthcare practitioners) and facilitates online access to these for HCPs and Patients. The Medinexus System includes the Medinexus “**Website**”: www.medinexus.com.au/login and “**Web Portal**”: dd.medinexus.com.au/web, any web address which is redirected to the Medinexus Web portal and any connected services, software, infrastructure, machines, support, content and other media, updates or upgrades.

These “**Terms of Use**” govern the use of the Medinexus System by:

- healthcare practitioners, both:
 - (1) healthcare practitioners who have reported on Results and/or referred patients to the diagnostic service providers that pay Medinexus to deliver Results to referring practitioners; and
 - (2) other healthcare practitioners who access the Results.
(**HCPs**); and
- patients of HCPs who have been given a patient ID and accession number or a user name and temporary password. (**Patients**).

References in these Terms of Use to “**you**” are references to the HCP, the Patient or both the HCP and the Patient (as the context indicates).

1 Specific terms for HCPs

1.1 Service for HCPs

The Medinexus System facilitates an online “**Service for HCPs**” that enables you to:

- (a) view reports and images (both ‘Dicom’ and key images or all images in some cases);
- (b) download images;
- (c) forward reports to other HCPs if you have the Patient’s inferred or express consent to do so, or in “**Emergency Situations**” (that is, if the circumstances require such action to lessen or prevent a serious threat to life, health or safety of any individual);
- (d) view unreported Dicom studies;
- (e) view studies where you were not the original referring HCP in Emergency Situations, or where you have the Patient’s inferred or express consent to do so, by using the ‘Break Glass’ feature.

1.2 Access to the Medinexus System for HCPs

- (a) You can access the Service for HCPs described in clause 1.1(a) to 1.1(e) by:
 - (1) using your patient management system (most systems require you to enter your Medinexus log in details);
 - (2) logging in to the Medinexus Web Portal, using any industry standard browser such as Safari, Explorer, Firefox and Chrome; or

- (3) entering your Medinexus log in details to a specific application designed for smartphone or tablet use.
- (b) In order to access the Break Glass feature described in clause 1.1(e):
 - (1) the patient (or their legal guardian) must have expressly consented to Medinexus disclosing patient information to you and such disclosure is necessary for you to provide medical care to that patient; or
 - (2) you must reasonably believe that the disclosure by Medinexus of the patient information to you is necessary to lessen or prevent a serious threat to life, health or safety of an individual.

2 Specific terms for Patients

2.1 Access to the Medinexus System for Patients

- (a) In order to access the online '**Service for Patients**', you must first register via the Web Portal using your patient ID and accession number or, if you were given a user name and temporary password, you will need to set a password of your own making.
- (b) Once registered, you can log in to the Web Portal and access to view and print your Results.

3 General terms (applicable to both HCPs and Patients)

3.1 Acceptance of these Terms of Use

- (a) Access to and use of the Medinexus System is subject to these Terms of Use. By accessing and using the Medinexus System, you agree to be bound by these Terms of Use and any revisions to them as may be notified to you or posted on the Website from time to time.
- (b) Your use of the Medinexus System is deemed acceptance of the Terms of Use in effect at the time you access the Medinexus System. You should therefore, refer to these Terms of Use (available at www.medinexus.com.au/terms.pdf) each time you access the Medinexus System.
- (c) The Terms of Use constitute a legally binding agreement between you and Medinexus.
- (d) If you do not agree to the Terms of Use, you must not access or use the Medinexus System.
- (e) You warrant to us that you are of legal age to form a binding contract and have authority to enter into these Terms of Use.

3.2 Availability and reliability of the Medinexus System

- (a) You do not need to pay a fee for the Medinexus System.
- (b) The speed and reliability of the Medinexus System varies in each location depending on many factors including: the capability and functionality of your wireless enabled device used to connect to the Medinexus System, the amount

of traffic and general congestion of the internet and the location of your wireless enabled device.

- (c) We do not guarantee that the Medinexus System will be continuous, secure, stable or fault free.
- (d) We do not promise that you will be able to access the Medinexus System immediately or each time you attempt to login to the Medinexus System. The Medinexus System may not be available at any or all times for any range of reasons, including technical, legal, operational or technical reasons.
- (e) We reserve the right to apply traffic shaping as we, in our sole discretion, consider necessary to provide the Medinexus System in a fair and stable manner to all users.

3.3 Right to use the Medinexus System

- (a) Medinexus grants you a non-exclusive, non-transferable right to access and use the Medinexus System for your own personal use in accordance with these Terms of Use.
- (b) Medinexus may immediately terminate this agreement, and terminate, block or limit your access to the Medinexus System at any time, in its absolute discretion, including where Medinexus considers or believes that your use or access of the Medinexus System:
 - (1) is in contravention of these Terms of Use;
 - (2) is inappropriate;
 - (3) may bring negative exposure or harm to the reputation or brand of Medinexus; or
 - (4) may create or exploit any network or security vulnerabilities.
- (c) For the purpose of clause 3.3(b)(2) above, Medinexus considers that it is inappropriate, and it is a breach of these Terms of Use, for you to use, or allow a third party to use, the Medinexus System to engage in any acts or practices that:
 - (1) breach (or attempt to breach) any applicable law, code or other legal instrument;
 - (2) infringe (or attempt to infringe) a user of Medinexus's intellectual property rights or those of any third party or otherwise cause a user of Medinexus to incur a liability to any third party;
 - (3) may interfere with the integrity or performance of the Medinexus System;
 - (4) allow you or any third party to gain unauthorised access to a Patient's confidential or personal information or any confidential information of a third party;
 - (5) are fraudulent;
 - (6) interferes with the Medinexus System, including attempting to circumvent network security, obtain passwords or alter the configuration of the Medinexus System or network in any way;
 - (7) relate to the transmitting or uploading of any material that may introduce computer viruses, Trojan horses, worms, or other computer programs, code or other harmful components that are intended to or may have the effect of damaging, modifying, deleting, intercepting, or

- otherwise adversely interfering with the security, reliability, performance or access to any system, equipment or network; or
- (8) in the opinion of Medinexus in its absolute discretion, is inappropriate for any other reason.

3.4 Intellectual property rights

- (a) The material and information contained on the Medinexus System including without limitation any trade mark, logo, design, text, graphic and their arrangement ("**Content**") are licensed to or owned by Medinexus.
- (b) We grant you the right to access and use the Medinexus System (when it is available) in accordance with these Terms of Use and only to extent required to use and access the Service for HCPs or Service for Patients (as applicable).
- (c) Other than as permitted in these Terms of Use, you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without our prior permission or the written permission of the copyright owner.
- (d) Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content. Medinexus's trade marks must not be used or modified in any way without obtaining the prior written consent of Medinexus. Any other trade marks appearing on the Medinexus System are the trade marks of the relevant owners. You must not use any trade marks that appear on the Medinexus System without the written consent of the trade mark owner.
- (e) The Medinexus System and the products, technology, materials and processes contained in the Medinexus System may be the subject of other intellectual property rights owned by Medinexus or by third parties. No license is granted in respect of those intellectual property rights other than as set out in these Terms of Use.

3.5 Security

- (a) When you use the Medinexus System a secure server is used. All data transmitted across the Medinexus System is encrypted using 128Bit Secure Sockets Layer (**SSL**) encryption.
- (b) Medinexus makes no warranty in respect of the strength or effectiveness of the SSL encryption and is not responsible for events arising from unauthorised access of the information provided to or by you.
- (c) You must not provide your Medinexus login details to a third party, nor authorise any third party to access or use the Medinexus System on your behalf. Any breach in security or unauthorised use of your Medinexus login details should be notified to Medinexus immediately using the contact details set out below so that action can be taken to disable your account or otherwise resolve the issue.
- (d) You must not to use any unauthorised or automated method, software or service to access or use the Medinexus Service. You must not use any software, application or services which attempt to modify or re-route Medinexus software components or data.

3.6 Privacy

- (a) Medinexus collects, uses and discloses personal information collected in relation to the Medinexus System for purposes connected with the provision by

us of the Service for HCPs and the Service for Patients. If you are a HCP, we may also use your personal information to send ongoing marketing communications about other Medinexus services and offerings that may be of interest to you unless you opt-out or we are otherwise prevented by law. We will not under any circumstances use a Patient's personal information for marketing purposes.

- (b) Medinexus takes steps to ensure that it complies with the applicable requirements of Australian privacy and health information laws. For more information about how we handle personal information, please refer to our privacy policy at <http://www.medinexus.com.au/security.htm>.
- (c) You acknowledge that you have read and understood the Medinexus privacy policy and you consent to us handling of your personal information as described therein.

3.7 External Sites and software

- (a) The Medinexus System may contain links to websites or software provided by third parties (**External Sites**).
- (b) You acknowledge that Medinexus has no control over and does not monitor the materials or policies related to such External Sites. Medinexus makes no representations about and does not accept any liability for External Sites.
- (c) Unless expressly indicated on the Medinexus System, links to External Sites should not be construed as any endorsement, approval, recommendation or preference by Medinexus of the owners or operators of the External Sites, or for any information, products or services referred to on the External Sites.
- (d) You may not create a link to the Medinexus System from another website or document without our prior written consent.

3.8 Indemnity

You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct, your use of the Medinexus System, your breach of these Terms of Use, or your breach of any rights of third parties (including in relation to the unauthorised access to, or disclosure of, personal information).

3.9 Responsibility for the integrity of Results

- (a) Medinexus plays no part in creating, or amending data in any way other than embedding a URL in a report to allow images to be accessed remotely. Images contained in the report are a subset of the original series as selected by the authoring HCP and are not intended for diagnostic purposes.
- (b) Medinexus is not responsible for the content or accuracy of any data, report, image or patient information transmitted via the Medinexus System. Medinexus utilises digital certificates to ensure that Results, once reported, cannot be altered. Medinexus is in no way accountable for errors made by the reporting HCP.

3.10 Disclaimers and limitation of liability

- (a) Nothing in these Terms of Use is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law (**ACL**), and consumer guarantees relating to goods or services under the ACL) which may not be excluded, restricted or modified by agreement (**Your Consumer Rights**). Your Consumer Rights include the right for services to be fit for their specified purpose and to be provided with care and skill. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.
- (b) Subject to clause 3.10(a) or except where to do so would cause any part of these Terms of Use to be illegal, void or unenforceable, Medinexus:
- (1) excludes all conditions and warranties implied into these Terms of Use;
 - (2) to the fullest extent permitted by applicable law, is not liable to you or anyone else for any loss or damage, however caused (including negligence), which may be directly or indirectly suffered, in connection with use of the Medinexus System; and
 - (3) excludes liability (whether that liability arises under contract, tort (including negligence) or statute) for any special, indirect or consequential loss or damage (including without limitation loss of revenue and loss of, or damage to, data) suffered or incurred in connection with the Medinexus System.
- (c) Subject to clause 3.10(a) and without limiting the general disclaimer in clause 3.10(b), Medinexus:
- (1) makes no warranty as to the completeness, availability or accuracy of any material or as to its merchantability or fitness for a particular purpose. Medinexus is not liable to you or anyone else if errors occur in the information on this web site or if that information is not up-to-date;
 - (2) is not liable for disruptions to the Medinexus System; and
 - (3) is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of the Medinexus System or an External Site. You must take your own precautions and security mechanisms to ensure that whatever you select for use from the Medinexus System is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

3.11 Survival

All sections of the Terms of Use which by their nature should survive termination of these Terms of Use survive termination, including without limitation, intellectual property provisions, indemnities, disclaimers and limitations of liability.

3.12 Severability

If any parts of these Terms of Use are deemed unlawful, void or for any reason unenforceable, then that provision may be severed from these Terms of Use and it will not affect the validity and enforceability of the remaining provisions.

3.13 Waiver

No waiver by us of our rights under these Terms of Use shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

3.14 Applicable law

These Terms of Use are governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of New South Wales, Australia and the appeal courts from them.

3.15 Contact details

Medinexus Pty Ltd

Address: Suite 1102, 1 Newland Street, Bondi Junction, NSW 2022, Australia.

Telephone: 1300 796 959.