

FERRISMATM TERMS AND CONDITIONS OF USE

1. DEFINITIONS

"**FerriSmartTM**" means the FerriSmartTM web-based processing service operated by Resonance Health used for the transmittal of image data, software image processing and access to reports provided by Resonance Health.

"**Loss**" means any loss, including any damage, injury, claim, action, liability, cost, expense, charge, penalty, outgoing or payment and legal costs and expenses on a full indemnity basis.

"**MRI Provider**" means a person or entity who wishes to make use of the Service provided by Resonance Health.

"**Patient Data**" means all patient information such as personal data and MRI Scanner images of a Patient submitted to Resonance by the MRI Provider to enable Resonance to provide the Service in respect of that Patient.

"**Personal Data**" means any information relating to an identified or identifiable natural person, such as a name, date of birth, address, an identification number or medical history or a person.

"**Registered User**", "**you**" and "**your**" means the person who has been authorised by Resonance Health to access the relevant elements of FerriSmartTM (and shall include the employees and agents of such person) for the purpose of utilising the Service and to whom Resonance Health has issued a logon and password to access the website.

"**Resonance Health**" means Resonance Health Analysis Services Pty Ltd ABN 11 092 813 244.

"**Services**" means all or any of:

1. The receipt, review and analysis by Resonance Health of patient data provided by the MRI Provider.
2. The provision by Resonance Health to the MRI Provider of a report of the results.

"**Website**" means the website: <https://portal.resonancehealth.com> that provides access to the Service or any other website URL Resonance Health may nominate from time to time.

2. By accessing and/or using FerriSmartTM and/or the Service, You irrevocably and unreservedly agree that such access and/or use is subject to the following terms and conditions:

- 1) Access to and use of the Website is restricted to Registered Users. You are responsible for and remain liable for all acts or omissions of Your use of FerriSmartTM and those of Your agents and employees on Your behalf, including persons delegated to perform the tasks.
- 2) You are responsible for the security of Your logon and password for the Website and for all usage of Your password. Your logon and password is not to be shared with any other individual or organisation.
- 3) You must provide to Resonance Health, in accordance with the instructions contained on the Website, all information relating to uses of the Service and data stipulated by Resonance Health as necessary for use of FerriSmartTM. If You fail to provide the information, Resonance Health reserves its right to limit or refuse the provision of any information or support in connection with FerriSmartTM and/or to suspend Your use of the Service and/or to disable, limit access to or revoke Your access to FerriSmartTM.
- 4) Resonance Health will use reasonable efforts to provide up-to-date and accurate information concerning access to and the use of FerriSmartTM, but makes no representations, warranties, or assurances as to the accuracy, currency, completeness or appropriateness of any such information. You must therefore undertake Your own investigations and satisfy yourself in relation to such information and Your capability to access and use FerriSmartTM.
- 5) Resonance Health will use reasonable efforts to maintain the Website and its operational integrity but Resonance Health is not liable for any Loss resulting from access to or inability to access the Website or from reliance on any information concerning access to and use of FerriSmartTM and You agree not to commence legal

proceedings against Resonance Health, its officers, employees, agents, consultants or representatives in respect of any such Loss.

- 6) You acknowledge that You have satisfied yourself and accept responsibility for the use of FerriSmartTM and the Service under any applicable laws and regulatory requirements in the place of Your use and application of the Service and Resonance Health makes no representations or warranties in connection with the use of FerriSmartTM and/or the Service in any jurisdiction.
- 7) The copyright in all content on the Website is owned by or licensed to Resonance Health. The trade marks and trade names on the Website are the property of Resonance Health. No use of such copyright material or any of these trade marks and trade names may be made without the prior, written authorisation of Resonance Health, except to identify the products or services of Resonance Health.
- 8) The Website is provided as a service to Registered Users. Although Resonance Health will use reasonable endeavours to inform You of material changes to the Website that may impact upon Your reasonable use of it, Resonance Health reserves the right to delete, modify or supplement the content of the Website, and these FerriSmartTM Terms and Conditions, at any time for any reason without notice. FerriSmartTM may be withdrawn in whole or in part at any time without notice at Resonance Health's absolute discretion.
- 9) Neither Resonance Health nor any of its officers, employees, agents, consultants and representatives assume any responsibility, and shall not be liable for any Loss to Registered Users, or any third party arising from Loss caused by viruses or other detrimental codes or impediments that infect computer equipment or other property on account of access to the Website or from the downloading of any materials, data, text, images, video or audio, or other content from the Website.
- 10) These FerriSmartTM Terms & Conditions and any use of the Website are governed by the laws of Western Australia. Any dispute relating to the content of the Website or FerriSmartTM is subject to the exclusive jurisdiction of the courts of Western Australia and no objection may be raised as to the venue of any legal process on the basis that it has been brought in an inconvenient forum.
- 11) If any provision of these FerriSmartTM Terms & Conditions is deemed unlawful, void or for any reason unenforceable, that provision shall be severed from these FerriSmartTM Terms and Conditions or read down to the extent only that it is unlawful, void or unenforceable so as not to affect the validity and enforceability of the remaining provisions.
- 12) You agree to treat all information You receive with respect to FerriSmartTM as "commercial in confidence" and will not use or disclose that information other than strictly in connection with Your access to and/or use of FerriSmartTM and/or the Service in any jurisdiction.
- 13) Resonance Health owns all the Intellectual Property rights in or in relation to the Service, including the user Manuals and all Patient Reports (Resonance IP). All data or related information generated using the Service is not to be used for research, development or business type activities whereas Resonance Health is not involved.
- 14) You agree not to engage in, or be involved in (either directly or indirectly and whether solely or jointly with any other person and whether as principal, agent, director, executive officer, employee, shareholder, partner, joint venturer, adviser, consultant to or in any entity or otherwise):
 - a) any research or development activities relating to any alternative measurements methods that will or are likely to compete with the Service and which in any respect uses or takes the benefit of the Service, or
 - b) any business that is the same as or substantially similar to or in competition with the Service and which in any respect uses or takes the benefit of the Service.