

# TERMS OF USE

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## 1. Prescripto Platform

PharmaPrograms Pty Ltd and its related bodies corporate (**PharmaPrograms, we, us**), operate the Prescripto platform to:

- enrol patients, healthcare provider and pharmacies in various programs hosted by the platform;
- receive, process and validate electronic prescriptions provided by enrolled patients;
- take payments on behalf of third parties, including but not limited to third party pharmacies, in relation to programs hosted by the platform;
- authorise stock release and dispense digital prescriptions for patients;
- provide support functions for patients, healthcare provider and pharmacies enrolled in various programs, including but not limited to facilitating communication between such parties; and
- provide reporting and compliance oversight, including but not limited to oversight of inventory, electronic dispensing and confirmation of the administration of medications,

(**Prescripto**).

## 2. Accessing Prescripto

Access to Prescripto is provided by scanning a QR code provided to you and completing an online enrolment form. To access Prescripto, you will need an internet connection and compatible web browser on your device.

If you browse or otherwise access any content or data on Prescripto, including but not limited to the website, mobile sites, apps, voice assistant products, APIs and widgets, you agree:

- you have read and understood these terms of use (**Terms**) and will abide by them; and
- you will only access Prescripto for lawful purposes.

We reserve the right to change any or all of our Terms or other conditions for using Prescripto at any time by publishing the new terms or conditions on our platform. Your use of Prescripto constitutes your acceptance of those terms. Should you object to any of our Terms or other notices, your sole option is to immediately cease your use of Prescripto.

## 3. Restrictions on use of Prescripto

By accessing the Prescripto platform, you represent and warrant that you:

- are 18 years of age or older;
- are currently living in Australia with an Australian residential address;

- have the legal right, authority and capacity to enter into and be legally bound by these Terms or, where you are accepting these Terms on behalf of another person, you represent that you have the authority to bind such other person to these Terms;
- will provide accurate, complete and up to date information through Prescripto (whether in writing or verbally);
- will not commit any act or engage in any activity that:
  - harms or aims to bring harm to PharmaPrograms;
  - abuses in any way the Pharmaceutical Benefits Scheme;
  - interferes with or disrupts the integrity of Prescripto, by tampering with, hacking or transmitting any viruses, spyware, malware, or any other unauthorised malicious code of a destructive or disruptive nature;
  - interferes with the privacy of another person, including but not limited to uploading private or personal information without an individual's consent, or their legal rights;
  - infringes any intellectual property rights or any other contractual or proprietary rights of another person;
  - circumvents or bypasses any technological measures used to prevent or restrict access to Prescripto;
  - is or could reasonably be considered obscene, illegal, offensive, inappropriate, defamatory, indecent, threatening or objectionable in any way;
  - violates any local, state, national or other law or regulation or any order of a court, including, without limitation, zoning and tax regulations;
  - causes PharmaPrograms to breach or to be taken to have breached any applicable law;
  - would bring PharmaPrograms or Prescripto into disrepute;
  - would result in the distribution or communication of spam, chain letters, or pyramid schemes;
  - encourages or facilitates violations of these Terms; or
  - defames, harasses, intimidates, bullies or unlawfully discriminates against another person.

Additionally, if you are a healthcare provider, you acknowledge and agree that you will not:

- use Prescripto to harvest customer details in order to transact with them independent of Prescripto;
- offer any service or agree to any appointment through Prescripto that you do not intend to honour or cannot provide, or are not legally permitted to provide;
- use Prescripto to send unsolicited emails or other communications to other users of use Prescripto; and
- facilitate any other person to do any of the above.

#### **4. Fees and Payment**

There may be fees associated with your access and use of Prescripto. Any applicable fees will be advised to you at the time that you make a request for the provision of a service through Prescripto.

If you make a payment by a debit or credit card, you warrant that:

- the information you provide to PharmaPrograms is true and complete;
- you are authorised to use the debit card or credit card to make the payment;
- your payment will be honoured by your card issuer; and
- you will maintain sufficient funds in your account to cover the payment.

In the absence of fraud or mistake, all payments made are final. All fees, charges and prices are expressed in Australian dollars and are exclusive of any applicable taxes, unless otherwise stated. We will be entitled to add on GST for any supply in Australia.

We may amend the applicable fees from time to time, and any amended fees will become effective with reasonable notice of any fee changes.

## 5. Intellectual Property Rights

In these Terms, Intellectual Property Rights means all intellectual property rights, including but not limited to all copyright, patents, trade marks, design rights, trade secrets, circuit layouts, domain names, know-how and other rights of a similar nature worldwide, whether registered or not, and any applications for registration or rights to make such an application.

PharmaPrograms owns or is the licensee of all rights, title and interest:

- in Prescripto, including but not limited to Intellectual Property Rights; and
- in the material comprised in Prescript, including but not limited to all text information and content, graphics, logos, type forms and software.

Your use of and access to Prescripto does not grant you, or transfer to you, any rights, title or interest to you in relation to Prescripto.

You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer, or sell any content or material comprised in Prescripto in whatever form unless with the express prior written consent of PharmaPrograms or its licensors (as the case may be).

## 6. User Content

Through Prescripto, you may be able to post, upload, publish, submit or transmit relevant information and content, including reviews or ratings (**Your Content**). You remain the exclusive owner of Your Content, but by submitting Your Content through Prescripto, you grant PharmaPrograms a worldwide, irrevocable,

perpetual, non-exclusive, transferable, royalty-free licence to use Your Content on, through, or in relation to Prescripto.

You agree that you are solely responsible for Your Content and you represent and warrant that:

- you are either the sole and exclusive owner of Your Content or you have all rights, licences, consents and releases necessary to grant to PharmaPrograms rights to use Your Content as contemplated by these Terms; and
- Your Content does not, nor does the posting, uploading, publication, submission or transmission of Your Content, or its use on, through or in relation to Prescripto, infringe, misappropriate or violate a third party's Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law.

PharmaPrograms is not responsible for Your Content and disclaims all liability arising from or in relation to Your Content. PharmaPrograms will take all reasonable steps to implement, maintain and enforce security procedures and safeguards to protect the security, confidentiality and integrity of Your Content from unauthorised access or use by a third party or misuse, damage or destruction by any person. However, you accept that PharmaPrograms does not guarantee and cannot ensure the security of Your Content.

PharmaPrograms reserves the right, but is not obliged to monitor, review, verify, edit, modify or delete Your Content.

## **7. Communication**

### **(a) Participation in the Prescripto Network**

By registering with Prescripto and accessing the Prescripto platform, You acknowledge and agree that You are a member of the Prescripto's network of Registered Service Providers.

Membership of the network enables Prescripto to communicate with You in relation to platform services, network-level information, and programs administered by Prescripto from time to time.

### **(b) Service-Related and Transactional Communications**

Prescripto may contact You at any time to provide communications that are necessary for the operation, administration, security, compliance, or legal requirements of the Prescripto platform or this Agreement ("Service-Related Communications"). These communications may include, without limitation, notices relating to platform access, security, legal or regulatory requirements, changes to terms, claims, payments, audits, and compliance obligations.

Service-Related Communications are essential and may be sent irrespective of Your communication preferences.

### **(c) New Program and Initiative Notifications**

As a member of the Prescripto network, Prescripto may contact You with informational communications about new or upcoming programs, initiatives, or opportunities available on the platform ("Network-level Communications").

**(d) No Obligation to Participate**

Receipt of a Network-level Communication does not create any obligation for You to register for, participate in, or deliver services under any program unless and until You separately agree to the applicable Program Terms.

**(e) Program-Specific Communications**

Where You are enrolled in a particular program, Prescripto may send You communications relating directly to that program, including operational updates, reminders, and information relevant to Your participation (“Program-Specific Communications”).

Unless required for Service-Related Communications, You will not receive Program-Specific Communications relating to programs in which You are not enrolled.

**(f) Communication Channels and Consent**

You consent to receiving the communications described in this clause via electronic means, including email and notifications within the Prescripto platform, using the contact details You have provided or maintain within the platform. You must ensure that Your contact details remain accurate and up to date.

**(g) Privacy and Communication Preferences**

All communications will be provided in accordance with the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth).

You may manage or opt out of receiving non-essential Network-level Communications, news, promotions, or reminders by contacting the Prescripto support line.

**8. Third Party Links**

Prescripto may contain links and other pointers to websites or applications owned and/or operated by third parties. PharmaPrograms does not control, endorse or approve the content of these linked websites and is not responsible for the contents of any linked website. Your access to any such website is entirely at your own risk. You should contact the relevant third party directly to enquire as to the accuracy and completeness of that information prior to entering into a transaction in relation to the third party products and services.

**9. Disclaimers**

To the maximum extent permitted by law, you agree and acknowledge that:

- Prescripto is provided "as is" and "as available" and any risk arising out of your use of Prescripto remains with you;
- PharmaPrograms retains control over Prescripto and may alter, amend or cease the operation of Prescripto at any time in its sole discretion;
- PharmaPrograms makes no warranty or representation that any result or objective can or will be achieved or attained by accessing Prescripto; and
- PharmaPrograms makes no warranty or representation that Prescripto will exist indefinitely, or that access to Prescripto will be uninterrupted, accurate, fault-free, virus-free, secure or accessible at all times.

## 10. Exclusions and Limitation of Liability

To the maximum extent permitted by law, PharmaPrograms is not liable to you or anyone else for any loss or damage you may suffer or incur in connection with:

- your access to and use of Prescripto;
- your inability to access or use Prescripto or any of the health services provided by your healthcare provider through Prescripto;
- Your Content or any other content posted, uploaded, published, submitted or transmitted by any other user of Prescripto;
- any interactions between you and your healthcare provider via Prescripto; and
- any unauthorised creation, access or use of your personal information via Prescripto,

even if PharmaPrograms has been advised of the possibility of such loss or damage.

To the maximum extent permitted by law, neither party is liable to the other with respect to:

- liability for any special, indirect or consequential damages, including damages for loss of data, reputation, goodwill and opportunity, loss of or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit; and
- all representations, warranties or terms (whether express or implied) other than those set out in these Terms.

## 11. Indemnity

You agree to indemnify and hold PharmaPrograms and its affiliates (and their officers, agents, partners and employees) (collectively, **those indemnified**) harmless against any and all loss, liability, claim or demand (including reasonable attorneys' fees) arising out of any third party claim against those indemnified in connection with your use of Prescripto, including Your Content, other than to the extent that such loss, liability, claim or demand was caused by our fraud, gross negligence or willful default.

We will notify you within a reasonable period of any third-party claim giving rise to a claim for indemnification and will take reasonable steps to mitigate any loss or damage. To the extent that we caused or contributed to any loss, your liability will be reduced proportionately.

## 12. Consumer Guarantees

Certain legislation, including the Australian Consumer Law (**ACL**) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in

these Terms excludes or limits your Statutory Rights as a consumer under the ACL.

### **13. Privacy**

We will collect, use, disclose and store any personal information you provide us through Prescripto in accordance with our Privacy Policy, which can be accessed here: <https://dbghealth.com.au/privacy-policy/> (**Privacy Policy**). For more information on our information collection and handling practices, please view the Privacy Policy.

### **14. General**

No waiver of rights shall constitute a subsequent waiver of this or any other right. Any failure to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

If any provision of these Terms is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid and will not affect the enforceability or validity of the remaining provisions.

These Terms are governed by the laws in force in Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that state.