

## Terms of Use

Medibio Limited

DCO: 0080 Rev. A

Dated: 08/01/2018

Thank you for using our software, websites, applications, and services (collectively, the “Services”). These Terms of Use (“Terms”) are between you and Medibio Limited and govern your use of our Services. By becoming a registered member and using our Services, you accept and agree to be bound by, and abide by, these Terms. It is important that you carefully read through these Terms. If you do not agree to these Terms, do not register with Medibio Limited or create a user account with any of our Services. Medibio Limited is sometimes referred to in these Terms as “we”, “us”, or “our”. Additional terms used in these Terms include the content of our Services (“Content”) and the results obtained or provided to you through our Services (“Results”).

### 1. Privacy Policy

For information about our data practices and privacy policies, please see our [Privacy Policy](#). By accessing or using our Services, you agree that we can collect and use your Personal Information (as defined in the Privacy Policy) in accordance with our Privacy Policy. Our Privacy Policy is hereby incorporated into these Terms.

### 2. Geographic Scope

As explained in our Privacy Policy, in addition to processing your Personal Information wherever you are located, we also process your Personal Information in Australia and the United States. By using our Services, you consent to us processing and storing your Personal Information in those locations.

### 3. Using Our Services

- a) Persons under the age of 16 are not allowed to use our Services or create accounts unless their parent or legal guardian consents in accordance with applicable law.
- b) You cannot access or use our Services if you are barred from receiving services under applicable law or have previously been suspended or prohibited for using our Service.
- c) You may only connect to our Services using (a) devices that are compatible with our Services, (b) our applications, or (c) our websites (“Authorized Connections”). You may not connect to the Services with or through any unauthorized application or third-party connection or software. Any violation or attempted violation of this provision may result in the immediate termination of your account and ability to access and use the Services. If you have questions about whether a product or application qualifies as an Authorized Connection, please contact us at [support@medibio.com.au](mailto:support@medibio.com.au).

### 4. Your Account

Your use of our Services requires that you create an account by providing us with personal information and a strong password. You are responsible for all activity that occurs in association with your account. Medibio is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials. Please contact customer support at [support@medibio.com.au](mailto:support@medibio.com.au) if you believe there has been any security breach related to the Service or your account.

## 5. Your Health

**PLEASE SEEK IMMEDIATE HELP FROM TRAINED MEDICAL PHYSICIANS IF YOU SUSPECT YOU ARE SUFFERING FROM ANY MENTAL HEALTH OR OTHER MEDICAL CONDITIONS.**

You are responsible for your own physical and mental health. Medibio is not a medical organization, hospital, or treatment facility, or intended to replace trained medical care or psychologists, therapists, or psychiatrist or treatment. Medibio will not provide you with any medical advice or diagnosis. The purpose of the Services is solely to provide our users with additional information that may or may not relate to their mental health. The Services should not be used to diagnose a user with a mental health or other medical condition, including major depressive disorder, as it is not intended to diagnose, treat, cure, or prevent any such disease or condition. The Services are not approved by any regulatory agency, such as the Australian Therapeutic Goods Administration or the U.S. Food and Drug Administration, to diagnose, treat, cure, or prevent any mental health or medical condition. You must never disregard medical advice, nor delay in seeking it, because of information you have read through the Services. It is always your responsibility to seek proper medical advice as to the suitability (or otherwise) of any product having regard to your individual circumstances. Information made available to you through the Services and by our partners and affiliates is solely for informational purposes only. **ALWAYS CONSULT WITH YOUR DOCTOR IF YOU HAVE ANY CONCERNS ABOUT YOUR HEALTH.** Medibio does not guarantee that any information, including the Results, provided by our Services is accurate, reliable, or complete. Medibio is not responsible for any personal injury, death, or any other damages that may have been the result, direct or indirect, from any use or misuse of, or reliance on, the Services, the Content or the Results.

## 6. Hyperlinks and Third-Party Websites

Our applications, Services, and site may contain hyperlinks to third-party websites that we do not maintain or control. Any such links are provided solely as a convenience to you and not as an endorsement by Medibio of the owner of or contents on such third-party websites. Medibio is not responsible for the content of linked third-party websites and does not make any representations or warranties regarding the content, legality, completeness or accuracy of materials on such third-party websites or the privacy practices of such third parties or on their websites or products. The inclusion of a linked third-party website does not imply our endorsement, recommendation or support of the applicable website or any information, opinions, third party goods or third-party services referred to on it. These Terms do not apply to third party websites and you should review the terms and conditions of the applicable third-party websites before using them. If you decide to access third-party websites that we link to, you do so at your own risk.

Medibio grants you a limited, non-exclusive, and non-transferable right to create a hyperlink to the Services for non-commercial purposes. However, your use of such a link must not portray Medibio or any of our products or services in a false, misleading, derogatory, or defamatory manner. Furthermore, any website that is linked to our Services must not contain any adult or illegal material or any material that is offensive, harassing, or objectionable. This limited right may be revoked at any time by us in our sole discretion.

## 7. Intellectual Property and Ownership of Content

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## **8. User Content**

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## **9. Cookies**

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## **10. Termination**

Medibio reserves the right to suspend or deactivate your account or your access to all or portions of our Services, or to terminate these Terms, at our sole discretion, at any time and without notice or liability to you. Upon any such suspension, deactivation, or termination, we may delete or remove any of your User Content or Personal Data and will do so as may be required by applicable law. You may close your account at any time by contacting us at [support@medibio.com.au](mailto:support@medibio.com.au). Upon any termination of these Terms or suspension, termination, or discontinuation of the Services or your account, the provisions of these Terms that relate to rights you granted us in your User Content, intellectual property, ideas, suggestions, or inventions, indemnification, limitations on our liability, disclaimers, Medibio's Property, applicable law and forum, and dispute resolution, will survive and continue to be effective.

## **11. Indemnity**

You will indemnify and hold harmless Medibio and its officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way connected with (i) your access to or use of the Services, (ii) your User Content, (iii) your breach or alleged breach of any

warranties made by you hereunder or your violation of any other provision of these Terms or the [Privacy Policy](#), (iv) your violation of any law or the rights of a third-party, or (v) your reliance on or use of the Results. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

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## **13. DISCLAIMER OF CERTAIN DAMAGES**

To the maximum extent permitted by applicable law, your use of our Services and Content, and use of and reliance on the Results, is at your own risk. If you are dissatisfied with any of the Services, any of the Content, or Results, or with these Terms, your sole remedy is to discontinue use of our Services. IN NO EVENT WILL MEDIBIO OR ANY THIRD PARTIES MENTIONED IN OR BY OUR SERVICES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOSS OF REPUTATION, INJURY, DEATH, OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, CONTENT, OR RESULTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MEDIBIO IS ADVISED OF THE POSSIBILITY OF SUCH INJURIES OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH EXCLUSION OR LIMITATION APPLIES TO THE FULLEST EXTENT ALLOWABLE UNDER THE APPLICABLE LAW.

## **14. Security**

Although we will take reasonable steps to protect the security of your personal information, no information sent over the Internet can be 100% secure, and we can never guarantee the security of any information you send to us or receive from us via the Internet. Please be careful and responsible whenever you are using the

Internet and our Services (including by installing appropriate antivirus software on your own systems and not using untrusted, public wireless access points) and let us know about any security breach immediately.

#### **15. Modification, suspension and discontinuation**

We may modify, suspend or discontinue the Services, or any aspect of the Services, from time to time, in our absolute discretion.

#### **16. Changes to Terms**

We may change these Terms from time to time. If we reasonably consider that the change is likely to:

- benefit you or have a neutral or minor detrimental impact on you, we may change these Terms by making such changes immediately without notifying you except by publishing these Terms (as amended) on our website; or
- have a significant detrimental impact on you, we will notify you of such changes on the home page of our website, directly through one of our mobile applications or through other communication channels reasonably designed to alert you to the change at least ten (10) days before making such changes.

If you do not accept a change made by us to these Terms, you must immediately cease using our Services and may close your account by sending an email to [support@medibio.com.au](mailto:support@medibio.com.au).

#### **17. Dispute Resolution**

To the extent permitted by applicable law, you may only resolve disputes with Medibio on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action, and you agree that class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under these Terms.

#### **18. No Waiver of Rights**

Medibio's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. Any waiver of rights is only effective if in writing and signed by a duly authorized representative of Medibio. Except as expressly set forth in these Terms, Medibio's exercise of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or applicable law.

#### **19. Applicable Law and Venue**

Except to the extent provided below in this paragraph, all legal issues arising from or related to the use of the Services or these Terms will be construed in accordance with and determined by the laws of the State of Minnesota without respect to its conflict of laws principles. By using a Service, you agree that the exclusive forum for any claims or causes of action arising out of your use of the Service is the United States District Court for the District of Minnesota or any Minnesota State court sitting in Hennepin County. You hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Services from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Terms will be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably

submit to the jurisdiction of the courts located in the state, province or country identified below whose law governs:

<b>Country or Province</b>	<b>Applicable Law; Forum</b>
Any European Union country or the United Kingdom	Laws of England and Wales; Courts of England and Wales
Australia	Laws of Victoria, Australia; Courts of the State of Victoria, Australia

**20. Contact details**

For further information, inquiries or assistance you may contact us at [support@medibio.com.au](mailto:support@medibio.com.au) or at the following address:

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