

Terms & Conditions – MedView (for consumers)

1. **Application**
 - 1.1.
 - 1.2. **Authorised Representative** has the meaning given in the *My Health Records Act 2012 (Cth)*.
 - 1.3. **eRx** means eRx Script Exchange Pty Ltd ACN 132 884 658 of 20 Trenerry Crescent Abbotsford 3067, a related company of ours, which operates an electronic script exchange network.
 - 1.4. **Healthcare Provider** has the meaning given in the *My Health Records Act 2012 (Cth)*.
 - 1.5. **Health Information** has the meaning given in the *Privacy Act 1988 (Cth)*.
 - 1.6. **Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.
 - 1.7. **Licence** means the licence of the Online Services granted pursuant to this agreement.
 - 1.8. **MedView** has the meaning given in **clause 2.2**.
 - 1.9. **New Release** means software which has been provided primarily to implement an extension, alteration, improvement or additional functionality to the Online Services.
 - 1.10. **Nominated Representative** has the meaning given in the *My Health Records Act 2012 (Cth)*.
 - 1.11. **Online Services** mean MedView software and related applications and all Updates and all New Releases which may be used on any Apple, Android and Windows operating system.
 - 1.12. **Portal** means the Online Services developed by us and known as MedView which may be used on Apple, Android and Windows operating systems.
 - 1.13. .
 - 1.14. **Update** means software which has been produced primarily to overcome defects in the licensed Online Services.
 - 1.15. **you, your** or derivatives of any of these terms means the person who has accepted these terms and conditions of use relating to the Portal.
 - 1.16. **we, us, our** or derivatives of any of these terms means FRED IT Group Pty Ltd ACN 109 546 901 of 20 Trenerry Crescent Abbotsford 3067.
2. **Online Services & related matters**
 - 2.1. You agree to the terms and conditions detailed here.
 - 2.2. MedView is an online system for making Health Information about you available for the purposes of providing healthcare to you. You agree to us collecting your Health Information from eRx and from various Healthcare Providers (including without limitation hospitals) and to eRx and various Healthcare Providers (including without limitation hospitals) allowing us to collect that Health Information. You agree to your Health Information being made available to all Healthcare Providers who are users of MedView. You agree to such Healthcare Providers being able to create reconciliations in relation to your Health Information and to them adding such further Health Information concerning you to the MedView system as they consider appropriate. If you wish to prevent your Health Information that is held online from being used by, and disclosed to, Healthcare Providers via MedView then you must notify Fred IT customer support by email at Support@medview.com.au. In order to access MedView you will be required to select a username and password and you agree to keep this information confidential. You are permitted to share your username and password and other MedView access details with your Authorised Representatives and Nominated Representatives.
 - 2.3. The Health Information that you and Healthcare Providers access via MedView comes from records held on computer systems elsewhere and from Healthcare Providers. In addition to the limitations of liability contained in **clauses 6.1 to 6.7**, and without in any way limiting the operation of those clauses, you acknowledge and agree that we do not warrant the accuracy of such Health Information and shall have no liability for any loss, damage or injury that any person (including you) may suffer as a result of reliance on such Health Information and you indemnify us as a continuing indemnity and hold us harmless against any loss, damage or costs that we may suffer, pay or incur as a result of any person (including you) bringing any claim against us arising out of or relating to such reliance.

- 2.4. We grant to you a limited, non-exclusive, non-transferrable, non-sub-licensable, royalty and fee-free licence to access and use the Online Services for the purpose of assisting you with your medication management.
 - 2.5. It is a condition of your use of the Online Services that you are 18 years of age or older and that your use of the Online Services is limited to using it in relation to Health Information of you and people in respect of whom you are either an Authorised Representative or a Nominated Representative.
 - 2.6. Without limiting **clause 5.1**, should we suspect that the Online Services are being used by you in breach of these limitations, we may terminate this licence without further notice.
 - 2.7. The Portal is available for use on both tablet and handheld mobile devices and computers running Apple, Android or Windows operating systems, however, we may cease supporting any such platform (or may add additional platforms) at any time in our absolute discretion. You acknowledge that the Portal is provided over the internet and mobile phone networks and accordingly the quality, speed, availability and reliability of the Portal may be affected by factors outside our control.
 - 2.8. The Portal is currently made available to you free of charge and we reserve the right to amend or withdraw the Portal, or charge for the Portal or service provided to you at any time and for any reason (whether stated or not).
 - 2.9. You acknowledge that the terms and conditions of use of your mobile network provider continue to apply to you in relation to your use of the Portal and that this may involve the incurring of fees and charges by or with your mobile network provider.
 - 2.10. We are not required to provide Updates or New Releases pursuant to this agreement. If we do provide you with any Updates or New Releases then they will form part of the Online Services and be subject to the terms and conditions of this agreement as varied.
 - 2.11. Except as expressly permitted by sections 47B(3), 47C, 47D, 47E or 47F of the *Copyright Act 1968* (Cth), you must not:
 - 2.11.1. decompile, delete, reverse engineer, modify, copy, reproduce, disassemble, adapt, translate, or create any derivative works of the Online Services, or any Intellectual Property Rights, products, or services obtained from us in respect of the Online Services; or
 - 2.11.2. disseminate, distribute, transmit, display, perform, publish, directly or indirectly sell, transfer, offer for sale, licence, assign, rent, timeshare or sublicense any part of the Online Services or any copies of the Online Services.
 - 2.12. We shall take reasonable steps to ensure that any data you send us remains secure but we do not warrant that your data, once received by us, will remain secure and in accordance with other provisions of this agreement we have limited or otherwise excluded our liability to you for any loss or damage you suffer or incur in relation to the dissemination (whether lawful or unlawful) or impermissible use of your data.
3. **Licence personal to you**
- 3.1. Subject to **clause 3.3** and following your rights pursuant to this agreement are personal and accordingly you cannot assign or purport to assign or otherwise encumber your rights pursuant to this agreement without first obtaining our written consent which consent we may choose to withhold in our absolute discretion. However, we may assign our rights pursuant to this agreement at any time without providing notice to you first.
 - 3.2. You acknowledge that if you are not the bill payer for/owner of the handheld device or desktop device being used to access this Portal that you have received permission from the bill payer/owner for using the Portal.
 - 3.3. If you are accessing MedView on behalf of another person whether as an Authorised Representative, Nominated Representative or otherwise you acknowledge that the information that you access via MedView on behalf of that person is confidential and you could be breaking the law if you use or disclose it to others without the person's permission.
4. **Intellectual Property Rights**
- 4.1. You acknowledge and agree that:
 - 4.1.1. as between the parties, and without regard to the ownership rights of third parties, our right, title, and interest in and to the Online Services, trademarks and any other Intellectual Property Rights that comprise the Software and the branding associated with the Software (including any goodwill or other

benefits accruing from your use of the Software, trademarks and other Intellectual Property Rights), shall inure to our benefit;

- 4.1.2. we own the Online Services, trademarks and other Intellectual Property Rights that comprise the Online Services and the branding associated with the Online Services.

5. Termination

- 5.1. We may terminate this agreement (and thus your use of the Portal) with immediate effect at any time. Obligations of reasonableness, fair dealing and good faith do not apply to us when we exercise this right of termination.
- 5.2. At the end of this agreement the licence created pursuant to this agreement will cease and you must cease, and must ensure that each of your Authorised Representatives and Nominated Representatives cease, to access and use the Online Services and any material and Intellectual Property Rights relating to the Online Services.
- 5.3. You may terminate your access to MedView and the use and access of all other persons (being Healthcare Providers) by notifying Fred IT customer support by telephone on 1300 721 103 or by email at help@medview.com.au. If you exercise your rights then we will destroy or de-identify your personal information within a reasonable time after you terminate access.

6. Limitation of liability

- 6.1. We do not warrant that:
- 6.1.1. the Online Services will operate uninterrupted, or can be accessed and used by you or your Authorised Representative; Nominated Representative; or anyone that you disclose your MedView username and password and access details to at all times without interruption;
- 6.1.2. the Online Services will be free from defects or errors;
- 6.1.3. the Online Services will be, or is, compatible with any software, hardware or service utilised by you, or your business;
- 6.1.4. that any data transmissions between you and us will be secure and that any data you send us shall at all times remain secure;
- 6.1.5. third party software which integrates with or utilises the Online Services will be free from defects or errors or will be fit for purpose;
- 6.1.6. third party medications management services which utilise the Online Services will be free from defects or errors or will be fit for purpose.
- 6.2. Subject to **clauses 6.3** to and including **6.7**, to the full extent permitted by law all express and implied warranties and conditions (whether by statute, common law, equity, trade, custom, usage or otherwise) that in any way relate to the Online Services and the provision of any services provided by us pursuant to this agreement are expressly excluded.
- 6.3. If the goods or services supplied by us are other than of a kind ordinarily acquired for personal, domestic or household use or consumption and if we are liable for a failure to comply with a guarantee contained in Division 1 of Part 3-2 of the Australian Consumer Law (**ACL**), other than a guarantee under sections 51, 52 or 53 of the ACL, then our liability for such failure will, to the extent permitted by law, be limited to one of the following at our election:
- 6.3.1. in the case of goods: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of having the goods repaired
- 6.3.2. in the case of services: the supplying of the services again; or the payment of the cost of having the services supplied again
- 6.4. For the avoidance of any doubt, no provision of these terms and conditions shall have effect as, or be taken to be, a term referred to in section 276A(4) of the ACL imposing on us a liability greater than that mentioned in section 276A(1) of the ACL in circumstances where section 276A(1) of the ACL operates to limit our liability under section 274 of the ACL.
- 6.5. You acknowledge and agree that to the full extent permitted by law we exclude all liability for indirect or consequential loss or damage (including but not limited to, lost revenue, business, profit, goodwill or data) suffered or otherwise incurred by you in any way relating to this agreement, any operation of the Online Services (including its defective operation), regardless of the basis of such liability and even if advised of the likelihood of such loss or damage and including, without limitation, loss or damage in the nature of, or relating to, death or personal injury arising out of any incorrect medication, dosage or medication information.

- 6.6. We limit our aggregate liability to you in connection with this agreement, to AUD\$1,000.
- 6.7. We are not liable for any loss, damage or injury of any nature whatsoever resulting from use by you of outdated versions of the Portal.

7. **Governing law**

- 7.1. This document is governed by and construed in accordance with the laws for the time being in force in the State of Victoria.
- 7.2. The parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Victoria and the Commonwealth of Australia including any courts having appellate jurisdiction.

8. **Use of information**

- 8.1 You agree that we may use your personal information obtained when you register to use the Online Services to contact you from time to time concerning changes to these terms and conditions.
- 8.2 You agree that we may use your personal information that we obtain through your use of the Online Services (including without limitation all of your “personal information” as defined by the *Privacy Act 1998* on your prescriptions), including using de-identified information for research and analysis, and that we may disclose de-identified information to selected third parties for the research and marketing purposes of those third parties.
- 8.3 If you do not consent to allow us to use your personal information then we reserve the right at our absolute discretion not to activate the Online Services.