

BirdDog Australia Pty Ltd, ACN 612 531 245, ABN 45 612 531 246, a company incorporated in Australia having its registered office at 21/459 Collins Street, MELBOURNE, VIC 3000 (**BirdDog, us or we**) makes available the Remedi Solution to end users (**you**) in accordance with and subject to these terms and conditions (**Terms**).

Please carefully review these Terms as they contain important information, including disclaimers and limitations of liability in relation to your access and use of the Remedi Solution.

CONSENT TO OVERSEAS DISCLOSURE: We may disclose your personal information to Google Cloud and AWS (Amazon Web Services) whom provide us with fully-encrypted TURN Servers and online database storage services respectively, in Europe and in the USA and to any remote practitioner who is located overseas while using the Remedi Solution (Overseas Recipients). We will not take any steps to ensure that the Overseas Recipients comply with the Australian Privacy Act including the Australian Privacy Principles. This means that if an Overseas Recipient handles your personal information in breach of the Australian Privacy Act, you cannot seek redress under the Australian Privacy Act and we will not be accountable under the Australian Privacy Act. You may also not be able to seek redress in the overseas jurisdiction. In addition, an Overseas Recipient could be subject to foreign law that could compel the disclosure of your personal information to another third party, such as an overseas authority.

By agreeing to these Terms and using the Remedi Solution:

- You consent to us disclosing your personal information overseas to the Overseas Recipients in circumstances where we will not take any steps to ensure that the Overseas Recipients will comply with the Australian Privacy Act including the Australian Privacy Principles; and
- You acknowledge and agree that you have read and understood the implications of us disclosing your personal information to the Overseas Recipients in the above circumstances, including that you cannot seek redress under the Australian Privacy Act or against us for the manner in which an Overseas Recipient handles your personal information.

1. Acceptance of these Terms and Conditions

- a. You agree to be bound by these Terms by selecting or clicking the "I accept" checkbox or button, or by otherwise using or accessing any part of the Remedi Solution.
- b. If you do not accept these Terms, you must not use the Remedi Solution. If you breach any of these Terms, we may remove or block your access to the Remedi Solution.
- c. You agree to use the Remedi Solution in good faith in accordance with these Terms and Applicable Laws.

2. About the Remedi Solution

The Remedi Solution is a platform which allows Primary Users of the Remedi App:

- a. who are performing surgery or other patient treatments and interventions;

- b. who would like to virtually connect and collaborate with and obtain medical device industry support from representatives of medical device suppliers; or
- c. who would like to virtually connect and collaborate with other individuals for educational activities, to virtually connect and collaborate with other individuals who those Primary Users have invited, using a video conference system, to facilitate that connection and collaboration.

3. Use of the Remedi Solution

In order to use the Remedi app on a Licensed Device, a Primary User will need to be using a Licensed Device with an active Subscription for which the Subscription Fee has been paid by the relevant owner or user of the Licensed Device. For all other users who are invited to virtually connect and collaborate with a Primary User who has invited them using the Remedi

Solution, access to the web-based teleconferencing aspect of the Remedi Solution does not require payment of a fee. If required, however, you must provide complete and accurate information as requested by BirdDog in order to access the Remedi Solution.

4. Equipment

- a. If you are a Primary User, you acknowledge and agree that the Remedi app on the relevant Licensed Device is solely to be used in accordance with either: camera equipment purchased from BirdDog under the Remedi Solution Licence Agreement; or camera equipment that otherwise meets the minimum requirements specified by BirdDog on the Website.
- b. If you are not a Primary User, you acknowledge and agree that the web-based teleconferencing features of the Remedi Solution may require you to use hardware, software and camera equipment that meets the minimum requirements specified by BirdDog on the Website in order to access those features.
- c. In each case, you must access and maintain such equipment in a manner that is reasonable and appropriate having regard to the quality and specifications of that equipment, and in a manner that continues to meet the minimum requirements specified by BirdDog on the Website.
- d. BirdDog is not responsible for the installation of any cameras, hardware, software or equipment, including any cameras, hardware, software or equipment you purchase from BirdDog. You must ensure that any cameras, hardware, software and equipment used in connection with the Remedi Solution are correctly installed.

5. Patient consent

Prior to using the Remedi Solution for any surgery or any other patient treatment or intervention, if you are the Primary User, you must ensure that you have:

- a. completely and clearly explained the use of the Remedi Solution to the relevant patient, including:
 - i. how the use of the Remedi Solution may impact on their treatment; and
 - ii. that the patient's personal (including health) information may be transmitted to and by BirdDog (as a service provider) through the Remedi Solution to the remote practitioner including their name and image and video of

their surgery or other treatment or intervention; and

- iii. all of the matters set out in the Consent to Overseas Disclosure, including the implications for the patient of us disclosing the patient's personal (including health) information to the Overseas Recipients; and
- b. obtained informed written consent from the patient for the use of the Remedi Solution in the relevant surgery or patient treatment or intervention (including for any disclosure of such information to BirdDog, and use and disclosure of such information by BirdDog, that is necessary for BirdDog to provide the Remedi Solution), including with respect to the above matters; and
- c. without limiting clause 5(b), obtained informed written consent from the patient in relation to the matters set out in the Consent to Overseas Disclosure.

By using the Remedi Solution for a particular patient treatment or intervention, you represent and warrant that all appropriate consents have been obtained.

6. No medical advice or recommendations

The Remedi Solution is an audio-visual tool for communications between medical practitioners only. It does not:

- a. provide any medical advice or replace a medical practitioner's diagnosis or independent judgment about the appropriateness or risks of a procedure or treatment;
- b. act as an endorsement or recommendation of any medical practitioner using the Remedi Solution;
- c. act as an endorsement or recommendation of any comments or instructions of any medical practitioner using the Remedi Solution.

7. Prohibited uses

When accessing or using the Remedi Solution or uploading or transmitting Content (whether BirdDog's Content or otherwise, including your User Content), you must not engage or attempt to engage in any activities that:

- a. copy the Remedi App, in whole or in part (except solely as may be permitted under the Remedi Solution Licence Agreement, if you are the owner or user of a Licensed Device);
- b. disrupt, impair, alter or otherwise interfere with

- the functions, features or operation of the Remedi Solution or Content;
- c. record all or any part of the Content, except where a recording feature is expressly made available to you as a feature of a Subscription for a Licensed Device you are authorised to use and you do so in accordance with any requirements specified in the User Manual, the Remedi Solution Licence Agreement, and these Terms, including without limitation clause 10 of these Terms;
 - d. violate any applicable local, state, federal or international law including, without limitation the Spam Act 2003 (Cth), the Copyright Act 1968 (Cth), principles of law or equity established by decisions of courts and statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a government agency;
 - e. introduce or allow the introduction, transmission, distribution or uploading of any virus or other potentially harmful programs, materials, information or malicious code into the Remedi Solution or any related network;
 - f. modify, adapt, translate, decompile, reverse engineer, disassemble or otherwise attempt to derive or gain access to the source code of the Remedi Solution or reduce the Remedi Solution or its contents, or a portion of them, to a human-perceivable form, except to the extent permitted by any law that cannot be excluded;
 - g. impersonate or falsely claim to represent a person or organisation;
 - h. remove, delete or alter or attempt to remove, delete or alter any attribution, legal notice, copyright, trademark or other proprietary rights notices contained in the Remedi Solution;
 - i. gain unauthorised access to, or bypass (or attempt to bypass) any security mechanisms imposed by, the Remedi Solution, including to attempt to conduct or undertake any penetration testing of the Remedi Solution or its related networks;
 - j. restrict or inhibit any other authorised user from using the Remedi Solution, including, without limitation, by means of "hacking" or defacing a portion of the Remedi Solution;
 - k. result in the sending or otherwise communicating or distributing in any way, including by providing access or links to any material (including links to peer to peer network trackers/beacons) content that is (or is likely to be considered) misleading or deceptive, inappropriate, defamatory, abusive, profane, infringing, obscene, indecent, or unlawful material or information;
 - l. violate the rights of any third party (including, without limitation abusing, stalking, threatening or otherwise, infringement of copyright, trademark, or other intellectual property right, misappropriation of trade secrets, confidential information, electronic fraud, invasion of privacy, pornography, obscenity or libel);
 - m. frame the Remedi Solution without BirdDog's express written permission;
 - n. use the Remedi Solution in a manner which is unlawful;
 - o. post, link to, or otherwise communicate or distribute any material or information that we deem inappropriate;
 - p. involve the unauthorised use of any machine or network, denial of service attacks, falsification of header information or user identification information, monitoring or scanning the networks of others;
 - q. knowingly posts, distributes or transmits or permits the posting, distribution or transmission of any material which contains a computer virus or other harmful data, code or material;
 - r. solicit information or access another person's Subscription;
 - s. use the Remedi Solution for purposes of: (i) benchmarking or competitive analysis of the Remedi Solution; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to BirdDog's detriment or commercial disadvantage; or
 - t. are commercial, including renting, leasing, selling, offering as a service bureau, modifying, displaying, distributing or otherwise using the Remedi Solution or any Content, in whole or in part, for any public or commercial purpose without BirdDog's prior written consent, marketing, advertising or promoting goods or services, or re-selling, sublicensing or translating the Remedi Solution, except as may be expressly permitted by the Remedi Solution Licence Agreement.

8. Your security and credentials

If we provide you with the ability to set up security credentials for access to the Remedi Solution or an account for managing your Subscription:

- a. You acknowledge that your security credentials enable you and BirdDog to prevent unauthorised access to your Subscription and your personal details. We may from time to time for security reasons require you to re-authenticate yourself, or issue directions regarding your use of your security credentials.
- b. You agree to be liable if your login details are used by an unauthorised person and are fully responsible for all activities that are conducted under your login. You must keep your credentials confidential at all times and must not permit anyone else to use your security credentials.
- c. You represent and warrant that you are the individual identified in the login. We are entitled to assume (and we will assume) that you are the user whenever your security credentials are used to access the Remedi Solution.
- d. If you believe that any of your login details have been compromised, lost or misplaced, you must contact us immediately using the contact details set out on the Website.

If you receive an invite to collaborate with a Primary User using the web-based functionality of the Remedi Solution but you are not the intended recipient of that invite, you are not permitted to use the Remedi Solution in respect of that collaboration. You must immediately notify that Primary User and you must immediately cease your access or use of the Remedi Solution in respect of that collaboration.

9. Termination and suspension of access

We may terminate or suspend your access to the Remedi Solution if you:

- a. breach any of these Terms;
- b. fail to pay any amount due to access the Remedi Solution (or if the owner of a Licensed Device that you are using to access the Remedi app fails to pay for a Subscription as required by the Remedi Solution Licence Agreement); or
- c. otherwise bring BirdDog or its representatives into disrepute.

10. Privacy and use of your information

- a. BirdDog collects and uses your personal information (**Information**) for the purposes contemplated by these Terms and to provide you with, develop and continue to improve the Remedi Solution, in-

cluding:

- i. to process and confirm payments made for purchasing a Subscription to the Remedi App, associated equipment or services from BirdDog in accordance with the Remedi Solution Licence Agreement;
 - ii. to send you a unique connection link to access the Remedi Solution;
 - iii. to allow you to send invites to other practitioners, and to virtually connect you with those invited practitioners and other invited users using video conferencing technology;
 - iv. to provide you with a summary of your use of the Remedi Solution, including the total time you were connected to the Remedi Solution; and
 - v. for other purposes described in the Remedi Privacy Policy.
- b. While BirdDog generally collects Information directly from you, we may collect Information from third parties such as the owner of the relevant Licensed Device, the Primary User or other medical practitioners or invited users who use or wish to use the Remedi Solution. If you or a relevant individual do not wish to provide Information requested by BirdDog, BirdDog may not be able to provide you or your users or invited users with the Remedi Solution or relevant services.
 - c. BirdDog may disclose your Information to third parties such as data storage and IT services providers. Some of these services providers may be located overseas and they may store your Information overseas, including in the USA. With respect to the Overseas Recipients, we will not take any steps to ensure that the Overseas Recipients comply with the Australian Privacy Act including the Australian Privacy Principles. This means that if an Overseas Recipient handles Information in breach of the Australian Privacy Act, you cannot seek redress under the Australian Privacy Act and we will not be accountable under the Australian Privacy Act. You may also not be able to seek redress in the overseas jurisdiction. In addition, an Overseas Recipient could be subject to foreign law that could compel the disclosure of Information to another third party, such as an overseas authority.
 - d. BirdDog collects, holds, uses and discloses Information in accordance with the Remedi Privacy Policy which is available on the Website. The Remedi Privacy Policy contains further information

about how BirdDog handles Information in connection with the Remedi Solution. This includes information on how you can seek to access and/or correct the Information that BirdDog holds about you as required by law and make a complaint about the way the Information is being handled by BirdDog and how BirdDog will deal with complaints. If you have any questions about how BirdDog handles Information, please contact the Privacy Officer as specified in the Remedi Privacy Policy.

- e. By using the Remedi Solution or communicating with BirdDog, you acknowledge and agree that you have read the Remedi Privacy Policy and Consent to Overseas Disclosure and you consent to the collection, handling, use and disclosure of Information in accordance with this clause 10, the Remedi Privacy Policy and Consent to Overseas Disclosure.
- f. You undertake to take reasonable steps to ensure that your staff, contractors, practitioners and patients (as applicable) are aware:
 - i. that BirdDog may from time to time collect Information about them in order to perform BirdDog's obligations under these Terms and the Remedi Solution Licence Agreement; and
 - ii. of the Remedi Privacy Policy.
- g. You must ensure that you have provided the appropriate notifications and procured the necessary consents or authorisations to allow BirdDog to collect the Information referred to in this clause 10 and to use and disclose such Information as contemplated by these Terms and the Remedi Privacy Policy and in accordance with applicable Privacy Laws. Without limiting the above, you must ensure that you have:
 - i. completely and clearly explained to staff, contractors, practitioners and patients (as applicable) all of the matters set out in the Consent to Overseas Disclosure, including the implications for them of us disclosing their Information to the Overseas Recipients; and
 - ii. obtained informed written consent from staff, contractors, practitioners and patients (as applicable) in relation to the matters set out in the Consent to Overseas Disclosure.
- h. You must ensure that you do not upload or

stream via the video conferencing technology any Information of another individual (including any patient) unless you have first made that individual aware of the Remedi Privacy Policy and the matters set out in the Consent to Overseas Disclosure and obtained their consent to upload or transmit such Information, including in accordance with any terms for patient consent as set out in these Terms (including with respect to the matters set out in the Consent to Overseas Disclosure). You must notify BirdDog immediately upon becoming aware of any breach of any Privacy Laws that may be related to the operation of the Remedi Solution or associated equipment or services, or the Information.

- i. EU/UK GDPR: If you are subject to the application of the General Data Protection Regulation 2016/679 or its equivalent in the United Kingdom (together, "GDPR"), you acknowledge that for the provision of the Remedi Solution, you will be determining the purposes and means of the data processing operation and thereby acting as a data controller and BirdDog will be exclusively acting on your behalf, i.e. as a data processor. In this regard, by entering into these Terms, you agree you be bound by the terms of our Data Processing Agreement. Due to the novel technology implemented in the Remedi Solution, you may be required under GDPR or the laws applicable to you, to conduct a data protection impact assessment – BirdDog remains available to assist you in this process. Furthermore, you acknowledge that, by making any recording available to a third party, such third party may also be acting as a data controller, which may require
 - i. you to inform the data subjects of the categories of recipients for the personal data,
 - ii. you to ensure that the relevant safeguards to the transfer of personal data outside of the EU/UK have been implemented and
 - iii. such third party to comply with GDPR, notably with regard to the information of the data subjects vis-à-vis the indirect collection of their personal data. You shall hold BirdDig harmless against any adverse consequences pertaining to the noncompliance with the data protection requirements bearing on you and/or any third party with whom you would share the personal data.
- j. For all issues related to the processing operation and GDPR, you may contact our GDPR representative at BirdDog.GDPR.Representative@klgates.com.

11. BirdDog Intellectual Property

- a. All intellectual property rights (including copyright and patents) in the Remedi Solution and Content (excluding your video streams) and all components of them are owned or licensed by us unless otherwise indicated. You must not copy, modify or transmit any part of the Remedi Solution or any Content except as permitted in these Terms.
- b. The Remedi Solution and Content contain trademarks, logos, service names and trade names of BirdDog or third parties that may be registered or otherwise protected by law. These include the BirdDog logo. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Remedi Solution.

12. Your Intellectual Property

- a. When you use the Remedi Solution, you may upload or transmit User Content. If additional functionality is enabled by BirdDog that permits the uploading or transmission of other material via the Remedi Solution (including pictures, photographs, graphics, information, comment, content, communication or other material), that material will also be considered User Content.
- b. Any User Content you upload to or transmit via the Remedi App:
 - i. may be accessed and viewed by other users of the Remedi Solution who you invite, who invite you, or who are otherwise invited to participate in a particular video conference with you;
 - ii. will be used by BirdDog to distribute invites to invitees for particular video conferences according to the instructions and selections a user makes via the Remedi App, and to provide the Remedi Solution and provide associated services;
 - iii. may be used by BirdDog to support or troubleshoot problems with the Remedi Solution and associated services;
 - iv. can be used by BirdDog to monitor and enforce your compliance with these Terms;
 - v. can be used by BirdDog in accordance with the licence terms set out in clause 12(d); and
 - vi. can be used by BirdDog as otherwise permitted or required by applicable law.

- c. You agree to be solely responsible for any User Content you or upload to or transmit via the Remedi Solution.
- d. You retain all intellectual property rights in the User Content you upload to or transmit via the Remedi Solution. By uploading or transmitting the User Content, you grant BirdDog a perpetual, non-exclusive, royalty free, irrevocable, transferable and worldwide licence (including the right to sub-license) to use, adapt, copy, communicate, reproduce, modify, display, exploit, publish, re-distribute, broadcast, transmit, create derivative works from and incorporate in other works, the User Content, at any time in the future in any form, solely for the purposes specified in clause 12(b) or as otherwise expressly permitted by these Terms.
- e. You consent to your User Content being altered, edited or adapted by BirdDog for any reason in connection with the purposes specified in clause 8(b) including to ensure your User Content does not infringe these Terms. To the extent that you have any moral rights (pursuant to the Copyright Act 1968 (Cth)) in the User Content, by agreeing to these Terms, you provide an irrevocable and unconditional consent in favour of us, our successors, assignees, licensees and any other person authorised by any of them to use, modify or deal with your User Content (whether or not currently in existence) to (but solely for the purposes specified in clause 12(b) or another purpose expressly permitted by these Terms):
 - i. perform, exhibit, reproduce, adapt and communicate any part of your User Content in any medium and anywhere in the world without attributing you or any other person as an author of or contributor to that User Content;
 - ii. do any act or omission that would constitute a derogatory treatment of your User Content;
 - iii. make any use of your User Content that may falsely attribute authorship of the User Content to another person;
 - iv. delete, adapt or change any of your User Content in any way, including by addition to or subtraction from your User Content; or
 - v. combine or juxtapose your User Content with anything else.
- f. Where the User Content uploaded or transmitted by you to or via the Remedi Solution contains material from third parties, you warrant that you have obtained the moral rights consents described in

clause 12(e) from such third parties.

- g. You acknowledge that we:
 - i. have no responsibility or liability for the deletion or failure to store any User Content uploaded by you or any other user on, or transmitted by you or any other user via, the Remedi Solution; and
 - ii. are not responsible for any User Content uploaded to or transmitted via the Remedi Solution by you or any user nor under any obligation to monitor, move, remove, block, modify, edit, refuse to upload or transmit or disable access to it.
- h. You represent and warrant that:
 - i. you own the User Content or have the necessary licences, rights, consents and permissions to publish and communicate the User Content you upload on or transmit via the Remedi Solution;
 - ii. you have the right and power to grant the licence contained in clause 8(d) to BirdDog;
 - iii. the User Content uploaded or transmitted by you will not infringe the intellectual property rights of any third party;
 - iv. you will not upload User Content that will cause you to breach these Terms, in particular clauses 7 and 10(f); and
 - v. any User Content you upload to or transmit via the Remedi Solution will not violate these Terms.
- i. You understand that BirdDog does not guarantee any confidentiality with respect to any User Content you upload to or transmit via the Remedi Solution. You understand that BirdDog also does not verify the identity of invitees whose email addresses you (as a Primary User) have entered into the Remedi Solution to participate in video conferences with you via the Remedi Solution. As a Primary User it is your sole responsibility to ensure the accuracy of the email address you enter in respect of the intended invitee and subsequently visually identify your intended invitee in the Remedi Solution's "virtual waiting room" before allowing them to connect to your video conference and share any potential Information (as defined in clause 10(a)) with them.
- j. You acknowledge and agree that we are under no obligation to take legal action in relation to commencing, defending, enforcing,

settling or compromising (as appropriate) any infringement, claim or action relating to your intellectual property rights in User Content.

13. Changing the Remedi Solution

We may make changes to the Remedi Solution from time to time, including that we may adapt, add or remove functionalities or features.

14. Access and Communication

- a. We do not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.
- b. Whilst we take reasonable precautions to protect information transmitted via the Remedi Solution, we cannot and do not guarantee the security or confidentiality of these communications or the security of the Remedi Solution, or that it will be free from any virus or other potentially harmful programs.
- c. We do not provide, and have no control over, communications, networks or services, the internet or other technology required or used across the Remedi Solution and accept no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.
- d. We will not be liable in the event that the Remedi Solution or the full functionality of the Remedi Solution is unavailable to you for any reason beyond our control, including due to network or hardware downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

15. Limitation of liability

- a. You agree that you have not relied on any representation, description, illustration or specification that is not expressly stated in these Terms.
- b. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL), or any other Applicable Law, that cannot be excluded, restricted or modified by agreement.
- c. To the fullest extent permitted by law, the liabil-

- ity of BirdDog for a breach of a non-excludable guarantee referred to in clause 15(b) is limited, at BirdDog's option, to:
- i. in the case of goods supplied or offered by us, any one or more of the following:
 - A. the replacement of the goods or the supply of equivalent goods;
 - B. the repair of the goods;
 - C. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - D. the payment of the cost of having the goods repaired; or
 - ii. in the case of services supplied or offered by us:
 - A. the supplying of the services again; or
 - B. the payment of the cost of having the services supplied again.
 - d. To the extent permitted by law (including the ACL), BirdDog excludes all warranties, whether express or implied (not including any consumer guarantees under the ACL), including any warranties or representations concerning availability of the Remedi Solution, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Remedi Solution including Content and all links to or from the Remedi Solution.
 - e. Subject to the consumer guarantees provided for in consumer protection legislation (including the ACL), BirdDog does not warrant that you will have continuous access to the Remedi Solution or to all of its features and functionality and associated services, or that they will be supplied fault free.
 - f. To the extent permitted by law (including the ACL), BirdDog's liability in respect of any non-excludable warranties or conditions relating to the Remedi Solution including Content and all links to or from the Remedi Solution is limited to resupplying the Remedi Solution or the reasonable cost of resupplying the Remedi Solution, whichever BirdDog sees fit to provide.
 - g. For all other claims or liability, and to the extent permitted by law, the maximum liability of BirdDog and its employees, agents or contractors for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Remedi Solution and all links to or from the Remedi Solution will be \$100.
 - h. Except where BirdDog fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, BirdDog will not be liable to you for any damage, loss or expense resulting from or caused by:
 - i. any act or omission of any third party;
 - ii. any inaccurate or incorrect third party information or content (including any other user of the Remedi Solution);
 - iii. any inaccurate or incorrect information provided by you;
 - iv. the incorrect installation of any cameras, hardware, software or equipment by you, or the failure of such items to meet the minimum requirements specified by BirdDog in clause 4, for use in connection with the Remedi Solution;
 - v. any event or circumstance beyond BirdDog's reasonable control including, without limitation, a Force Majeure Event;
 - vi. any breach of these Terms, negligence, default, fraud or dishonesty by you.
 - i. To the extent permitted by law (including the ACL), BirdDog will not be liable to you for indirect, incidental, special or consequential loss or damage, or for any direct or indirect loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise and regardless of whether it was foreseeable or not) arising in connection with the Remedi Solution, the Content, all links to or from the Remedi Solution or the goods and services advertised or referred to on the Remedi Solution or advertised or referred to on the Website for use in connection with the Remedi Solution.
 - j. The Remedi Solution may contain links to other websites or applications. BirdDog has not reviewed all of the third party websites or applications linked on the Remedi Solution and is not responsible for and will not be liable in respect of their content or accuracy (including websites linked through advertisements). BirdDog provides those links as a ready reference for finding third party goods and services on the internet and not as an endorsement, support or sponsorship of those web sites, their operators, the goods, services or content that they describe.

k. Social media and other applications and third party websites which are linked to the Remedi Solution, are not covered by these Terms, and may have their own terms and conditions and privacy policies. If you choose to access these third party linked applications or sites, you do so at your own risk. BirdDog is not responsible for and will not be liable in respect of the content or operation of those applications or websites or any of the goods, services or content that they describe. BirdDog is not responsible for and will not be liable in respect of any incorrect link to an external application or website.

16. Indemnity

You agree to indemnify BirdDog in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings it incurs howsoever arising, whether at common law (including negligence) or under statute, in connection with:

- a. any breach of these Terms by you;
- b. any wrongful, wilful or negligent act or omission of you;
- c. your specific use of the Remedi Solution or Content;
- d. your communications with us; or
- e. your use of third party websites or applications linked to the Remedi Solution,

except to the extent caused or contributed to by BirdDog's gross negligence, fraud, criminal conduct or wilful misconduct.

17. Contacting Us

If you have questions about the Remedi Solution, these Terms or the Privacy Policy, please contact us by email using the details provided on the Website.

18. General

Force Majeure

Where any failure or delay by a party (Affected Party) in the performance of its obligations under these Terms is caused, directly or indirectly, by a Force Majeure Event:

- a. the Affected Party must as soon as practicable give the other party written notice of that fact;
- b. the Affected Party is not liable for that failure or

delay;

- c. the Affected Party's obligations under these Terms are suspended, to the extent to which they are affected by the relevant Force Majeure Event, for the duration of the Force Majeure Event; and
- d. if the Force Majeure Event continues for more than 90 consecutive days and while it continues, any party other than the Affected Party may, at its sole discretion, terminate these Terms by giving written notice to the Affected Party and all other parties (if any).

Interpretation

- a. These Terms are governed by and construed in accordance with the laws of Victoria. The parties to these Terms submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance or subject matter.
- b. These Terms, and any provision of these Terms, are not to be construed to the disadvantage of a party because that party was responsible for their preparation.
- c. Headings in these Terms are intended for convenience of reference only. Forms of words will be construed to include singular or plural, and any gender, masculine, feminine, or neutral, as the context requires, and "including" means "including but not limited to". Reference to a person includes an individual, corporation, trust or statutory body.
- d. Nothing in these Terms will be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between you and BirdDog.
- e. Any provision of these Terms (or any part thereof) which is invalid in any jurisdiction must, in relation to that jurisdiction:
 - i. be read down to the minimum extent necessary to achieve its validity, if applicable; and
 - ii. be severed from these Terms in any other case,

without invalidating or affecting the remaining provisions of these Terms or the validity of that provision in any other jurisdiction.

19. Definitions

ACL means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Applicable Law means:

- a. principles of law or equity established by decisions of courts;
- b. statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia; and
- c. requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia that have the force of law.

Australian Privacy Act means the Privacy Act 1988 (Cth).

BirdDog means BirdDog Australia Pty Ltd, ACN 612 531 245.

Consent to Overseas Disclosure means the consent on the first page of these Terms titled 'Consent to Overseas Disclosure'.

Content means any content, information or materials transmitted, uploaded or made available through the Remedi Solution.

Force Majeure Event means any act, event or cause, other than a lack of funds, which:

- (a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under these Terms; and
- (b) is beyond the reasonable control of that party.

Licensed Device has the meaning given to that term in the Remedi Solution Licence Agreement.

Overseas Recipient has the meaning given to that term in the Consent to Overseas Disclosure.

Primary User has the meaning given to that term in the Remedi Solution Licence Agreement.

Privacy Laws means applicable privacy laws including without limitation the Australian Privacy Act, the Australian Privacy Principles under that Act, and any other applicable laws relating to privacy or to health information.

Remedi Solution Licence Agreement means the terms and conditions provided to the owner of a Licensed Device on installation of the Remedi app.

Remedi Privacy Policy means the Remedi Privacy Policy accessible either on the Website or at remedi.live/privacy.

Remedi Solution means the Remedi branded software and application for virtual conferencing, which consists of the Remedi 'Live' app (available through the Apple App Store) for use on Licensed Devices (as set out in the Remedi Solution Licence Agreement provided with the Remedi app) and the web-based teleconference facility made available by BirdDog to users who have received an invitation from a Primary User of the Remedi app in order to virtually connect and collaborate with that Primary User.

Subscription has the meaning given to that term in the Remedi Solution Licence Agreement.

User Content means, if you are a Primary User, text-based invites or registration links sent from the Remedi app to other individuals who a Primary User invites to connect and collaborate with them through the Remedi app, and if you are a Primary User or an invitee using the Remedi Solution, also means the video-conferencing video stream that you create and share through the Remedi Solution and associated equipment and services.

User Manual means the user manual made available to users of the Remedi Solution by BirdDog.

Website means <https://remedi.live/>.