

TERMS AND CONDITIONS - FAST

RECITALS

- A. FAST is a programme operated by Resonance Health Analysis Services Pty Ltd ("Resonance").
- B. FAST is designed to provide information and support to Registered Users by providing, amongst other things, the following:
 - a system for data collection and patient result release;
 - a communication link between Registered Users and Resonance;

1. DEFINITIONS

The following definitions apply in this Agreement.

"FerriScan Service" means The FerriScan Service is an automated reporting service using technology that measures the proton transverse relaxation rate (R2) which allows the accurate measurement of iron concentration in the human liver through the analysis of MRI Scanner images.

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

"Authorised Agent" means a person authorised by you to access and use the Website as your agent.

"Service Agreement" means the contract governing provision of the FerriScan Service as agreed between you and Resonance from time to time.

"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.

"Registered User" means a person who has been authorised by Resonance to participate in FAST and is authorised to access or make use of the relevant elements of FAST for the purpose of utilising FerriScan.

"Website" means Internet website at URL <https://secure.ferriscan.com> or any other URL Resonance may from time to time nominate.

2. Your access to and use of FAST is subject to the following terms and conditions:

- 1) Access to and use of the Website is restricted to Registered Users and their Authorised Agents. You remain liable for all acts or omissions of your Authorised Agents and indemnify Resonance and each of its officers, employees, agents, consultants and representatives for any Loss they may suffer by reason of any act or omission of your Authorised Agents.
- 2) You are responsible for the security of your password for the Website and are responsible for all usage of your password, including by your Authorised Agent.
- 3) You must provide to Resonance, in accordance with the instructions contained on the Website, all information relating to uses of the FerriScan Service and patient data stipulated by Resonance as necessary for use of FAST. If you fail to provide the information, Resonance reserves its right to limit or refuse the provision of any information or support in connection with FAST and to suspend your use of the FerriScan Service and/or to disable, limit access to or revoke your access to FAST.
- 4) Resonance will use reasonable efforts to provide up-to-date and accurate information and content for use in connection with FAST, but makes no representations, warranties, or assurances as to the accuracy, currency, completeness or appropriateness of any information or content. You must therefore undertake your own investigations in relation to such information.
- 5) In respect of your access, Resonance makes no representations, warranties, or assurances as to your skill, expertise, competence or resources.
- 6) Resonance is not liable for any Loss resulting from access to, or inability to access the Website or otherwise from reliance on any information or content provided by Resonance, its officers, employees, agents, consultants or representatives in connection with FAST.
- 7) You agree not to commence legal proceedings against Resonance, its officers, employees, agents, consultants or representatives in respect of any loss resulting from reliance on any information or content provided by Resonance, its officers, employees, agents, consultants or representatives in connection with FAST.
- 8) Whilst the Website provides a system of data collection, job/result release and job follow up for your exclusive use, this system is not a replacement for patient records and Resonance shall not be liable for any Loss resulting from access to, or inability to access the Website, or from reliance on any information or content provided on the Website.
- 9) You acknowledge and agree that FerriScan Service is only available for sale, supply, marketing and use in those jurisdictions where the device has regulatory clearance for such and in accordance with the terms and conditions of such regulatory clearance. Exemptions to this include the provision of the FerriScan service under approved clinical trial programs in which Resonance is a supplier or participant.
- 10) Resonance does not promote or solicit the sale of any product or the use of any product in a particular way, which is not authorised by the laws and regulations of the country where the user is located.
- 11) Resonance shall be free to use or apply all non-personally identifiable information in any communications, including any ideas, inventions,

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- concepts, techniques or know-how disclosed, for any purposes. Such purposes may include disclosure to third parties, medical reporting and research, developing, manufacturing and/or marketing goods or services.
- 12) The copyright in all content on the Website is owned by or licensed to Resonance and no rights attaching to such copyright can be exercised without the prior written authorisation of Resonance. The trade marks and trade names on the Website are the property of Resonance. No use of any of these trade marks and trade names may be made without the prior, written authorisation of Resonance, except to identify the products or services of Resonance.
- 13) The Website is provided as a service to Registered Users. Resonance reserves the right to delete, modify or supplement the content of the Website, and these Terms and Conditions, at any time for any reason without notice. FAST may be withdrawn in whole or in part at any time without notice at Resonance's absolute discretion.
- 14) Neither Resonance nor any of your officers, employees, agents, consultants and representatives assume any responsibility, and shall not be liable for any Loss to Registered Users, their Authorised Agents, their computers or computers made available by their employer or any other third party or other personal property including but not limited to loss caused by viruses 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.
- 15) The Website may provide links or references to other sites but Resonance shall have no responsibility for the content of such other sites and shall not be liable for any damage or injury arising from that content. Any links to other sites are provided only as a convenience to the users of the Website.
- 16) These Terms & Conditions of Use and any use of the Website are governed by the laws of Western Australia. Any dispute relating to the content of the Website or FAST 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.
- 17) If any provision of these Terms & Conditions of Use are deemed unlawful, void or for any reason unenforceable in any jurisdiction, that provision shall be void only in that jurisdiction and only to the extent that it is unlawful, void or unenforceable, but this shall not affect the validity and enforceability of the remaining provisions or of those provisions in other jurisdictions.
- 18) For the purposes of this clause 19 "Confidential Information" means all information, whether reduced to material form or not, provided to you in connection with any subject matter relating to or comprising FAST, FerriScan Service, any Registered User and their Authorised Agents, and the business, assets, technical operations, clients, customers, officers, employees, agents, consultants and representatives of Resonance, but excludes information:
- a) which is already known or available to the public;
 - b) becomes known or available to the public through no fault of yours; or
 - c) is openly disclosed to you by a third party legally entitled to disclose the information.
- 19) You agree to treat the Confidential Information as confidential and shall not, without the prior written consent of Resonance, disclose or permit the same to be disclosed to or used by any third party, and shall not use the Confidential Information other than You must ensure that your Authorised Agents, employees, officers and agents comply with the confidentiality obligations imposed on you under this clause 19. You remain responsible for the acts and omissions of your Authorised Agents, employees, officers and agents, and must indemnify Resonance in respect of such. If you are required to disclose any part of the Confidential Information by any law or, order of any government or judicial body you must immediately inform Resonance, and provide Resonance with all reasonable assistance and co-operation to prevent or restrict the relevant disclosure.