

BeHub SaaS Agreement

These terms and conditions (**Agreement**) are a legally binding contract between you (**Customer, you** and **your**) and beHub Health Pty Ltd ACN 659 345 552 (**we, us** and **our**).

If you are agreeing to these Terms and Conditions not as an individual but on behalf of an entity or organisation, then "**you**" means that entity or organisation, and you acknowledge that you are binding that entity or organisation to these Terms and Conditions.

Please take the time to read this Agreement thoroughly. By clicking the designated button or checking the corresponding checkbox to accept these terms, or by registering for, using, or accessing our Products and Services, you confirm that you have read and understood this Agreement, and you agree to comply with and be legally bound by its terms.

1 Subscription and Registration

- (a) Access to our Products and Services is restricted to Customers who are Health Professionals.
- (b) To use the Products and Services, you must create an account by providing accurate and complete information as prompted by the registration process. By creating an account, you represent and warrant that you fall within one of the defined user groups and are authorised to access the Products and Services.
- (c) By subscribing and registering an account, you agree to be bound by the terms and conditions of this Agreement and our Privacy Policy. You must read and accept these terms before accessing or using the Products and Services.
- (d) You are responsible for maintaining accurate contact information within your account and must promptly update such information if it changes.

2 Term

This Agreement commences on the date you register an account and accepts the terms of this Agreement and continues in effect until terminated by either party (**Term**).

3 Licence

- (a) BeHub grants to Customer a non-exclusive, limited, non-sublicensable, non-transferable, licence to access and use the Products and Services during the Term in accordance with this Agreement.
- (b) BeHub will provide Customer, in its sole discretion and if so required, with any BeHub Documentation reasonably required to use the Products and Services.
- (c) BeHub may engage a third party service provider to assist in the delivery, installation, customisation or support of the Products and Services, as applicable.

4 Use of Products and Services

- (a) Customer must not, without BeHub's prior written approval:
 - (i) use the Products and Services for a purpose other than the Authorised Purpose and in accordance with the terms of this Agreement;
 - (ii) copy or replicate, or directly or indirectly allow or cause a third party to copy or replicate, the whole or any part of the Products and Services;
 - (iii) use the Products and Services to assist in the conduct of the business of any third party;
 - (iv) vary, alter, modify, interfere with, reverse disassemble, decompile, or reverse engineer, or copy in any way BeHub's Intellectual Property Rights, (except where permitted under the Australian Copyright Act 1968 (Cth) or other applicable laws, and except for the temporary copy held in the cache of any Authorised User's computer);
 - (v) otherwise seek to obtain or derive the source code from any part of the Products and Services, or directly cause or permit any other person to do so;
 - (vi) publicly disseminate information regarding the performance of the Products and Services; or

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- (vii) sub-licence, rent, sell, lease, distribute or otherwise transfer the Products and Services or any part of them except as permitted under this Agreement.
- (b) Customer is responsible for maintaining control over and access to its instance of, or account for, the Products and Services. Customer must keep accurate, up-to-date records of each of Customer's Personnel who access Customer's instance of, or account for, the Products and Services (**Authorised User**).
- (c) Customer must maintain the confidentiality of all login information and must not allow or authorise any person other than Customer's Personnel and Authorised Users to use the login information. Customer must immediately notify BeHub of any suspected or actual unauthorised access to or use of the login information.
- (d) Customer is responsible for all activities that occur on Customer's instance of, or account for, the Products and Services, whether or not authorised by Customer.
- (e) Customer must not, and must ensure its Personnel do not, use the Products and Services (including through the upload of any Customer Material) in any way that:
 - (i) would involve the contravention of any person's rights (including Intellectual Property Rights);
 - (ii) may contravene any Laws;
 - (iii) could damage, disable or impair any part of the Products and Services;
 - (iv) may otherwise be regarded by BeHub, on reasonable grounds, to be unacceptable (BeHub may from time to time notify Customer of the circumstances which it regards as unacceptable);
 - (v) involves any fraudulent activity; or
 - (vi) involves the sale or promotion of any illegal business activities or prohibited products or services.
- (f) Customer must comply at all times with the terms of any Third Party Licences.

5 Updates

- (a) We reserve the right to perform maintenance on or Update the Products and Services at any time, with or without notice, and such activities may result in temporary unavailability of the Services.
- (b) We are not liable to the Customer or any third party for any Updates, or for any temporary unavailability of the Services resulting from maintenance, updates, or other changes. The Customer acknowledges and agrees that we may make such changes at our sole discretion and without any obligation to provide notice or obtain consent.
- (c) The Customer's continued use of the Products and Services following any maintenance or Update constitutes acceptance of such maintenance, update, or change. If the Customer does not agree to any changes, the Customer's sole remedy is to cease using the Products and Services and terminate this Agreement in accordance with the termination clause.

6 Support Services

- (a) Technical support for the Products and Services is provided on an "as-is" and "as-available" basis. We may offer limited technical support through online forums, FAQs, or other self-help resources, but we do not guarantee any specific response times or resolutions.
- (b) We make no warranties or representations regarding the availability or quality of technical support for the Products and Services. The Customer acknowledges and agrees that support may be limited or unavailable and that use of the Products and Services is at the Customer's own risk.
- (c) We strive to make the Products and Services available but do not guarantee any specific level of uptime or availability. The Products and Services may be subject to interruptions, delays, or outages due to maintenance, updates, or other reasons beyond our control.
- (d) To extent permitted by Law, we are not liable for any damages, losses, or inconveniences suffered by the Customer as a result of any downtime or unavailability of the Products and Services. The Customer acknowledges and agrees that the Products and Services are provided for free, and accordingly, the Customer's remedies for any failure or non-performance of the Products and Services are limited to termination of this Agreement.

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7 Intellectual Property Rights

7.1 Ownership

- (a) If Customer, or any of Customer Personnel, provides BeHub with ideas, comments, process descriptions, or suggestions (together **Feedback**) relating to the Products and Services, all Intellectual Property Rights in that Feedback, and anything created as a result of that Feedback are owned solely by BeHub and BeHub may use or disclose the Feedback (even if such Feedback is Confidential Information) for any purpose, without any compensation to Customer or any restriction or obligation on account of intellectual property rights or otherwise.
- (b) Customer acknowledges and agrees that BeHub owns or licenses all Intellectual Property Rights in the Products and Services and nothing in this Agreement is intended to transfer ownership of or interest in any Intellectual Property Rights of BeHub or any third party.
- (c) In relation to any moral rights that may arise by operation of the Copyright Act 1968 (Cth) in respect of any Feedback, the Customer must procure that each of its Personnel and Authorised User irrevocably and unconditionally waives and agrees not to enforce any and all moral rights, including, without limitation any limitation on subsequent modification, to the extent permitted under applicable law.
- (d) Customer must notify BeHub immediately if it becomes aware of any:
 - (i) unauthorised access to or use of the Products and Services;
 - (ii) other breach of any of BeHub's Intellectual Property Rights; or
 - (iii) any claim by any third party relating to Intellectual Property Rights in the Products and Services.

8 Publicity

- (a) Customer acknowledges and agrees that BeHub may disclose to third parties the fact that Customer has entered into this Agreement with BeHub, including in any marketing or other material used by BeHub.
- (b) Customer grants to BeHub a royalty-free, non-exclusive licence to use and display Customer's logo on the BeHub website or in BeHub's marketing materials for the purpose of clause 8(a).

9 Privacy and security

- (a) Each party must comply with the Privacy Act (as though it were an entity bound by the Privacy Act and notwithstanding the small business exception in the Privacy Act) and any other applicable Privacy Laws, in respect of any Personal Information that:
 - (i) one party discloses to the other party; or
 - (ii) comes into the possession or control of a party by any means, including through use of the Products and Services.
- (b) Customer must, throughout the Term, obtain all necessary Consents, and provide all necessary notices, relevant to its use of the Products and Services, including those in relation to collection, use, disclosure and storage of Personal Information of any individual whose Personal Information may be provided to BeHub, directly or indirectly, as contemplated by this Agreement.
- (c) Customer acknowledges and agrees that BeHub may provide all or part(s) of the Products and Services from any location worldwide.

10 Data breaches

10.1 Data Incidents

If a party (**First Party**) becomes aware of or suspects any loss of, or unauthorised access to, use or disclosure of, or breach of security in relation to, any data provided to the First Party by the other party in accordance with this Agreement (**Data Incident**), the First Party must:

- (a) immediately notify the other party in writing and provide the other party with all details of the act or breach;
- (b) co-operate and comply with all reasonable directions of the other party in relation to such event; and

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- (c) promptly take all reasonable steps to rectify or remedy such breach where possible.

10.2 Notification to regulator

- (a) If a Data Incident occurs and either party wishes to notify the relevant regulator and/or affected individuals, the parties will work together in good faith to prepare such a notification (which, if prepared in relation to a Notifiable Data Breach, must comply with the Privacy Act).
- (b) Any correspondence or notification sent by Customer to the relevant regulator (and affected individuals, if applicable) must be in a form approved by BeHub in advance.

11 Third Party Content

- (a) Customer acknowledges that the Products and Services may incorporate Third Party Content including open source software and that BeHub is not responsible for the accuracy, quality, integrity or reliability of the same.
- (b) To the extent permitted by Law (including the Australian Consumer Law, if applicable), BeHub does not give any representation or warranty as to the reliability, accuracy or completeness of any Third Party Content, including open source software, and BeHub will have no responsibility or liability to Customer or any other person arising from or in connection with any error, defect or inaccuracy in any Third Party Content.

12 Operating Environment

- (a) Customer acknowledges that, except to the extent otherwise provided in this Agreement, it is solely responsible for establishing, providing or procuring, maintaining and supporting any Third Party Licences and any operating environment, facilities, equipment and telecommunications and internet connections necessary to use and obtain the benefit of the Products and Services (**Operating Environment**).
- (b) Customer must ensure that the Operating Environment has the necessary specifications, features and third party software required to ensure compatibility with relevant parts of the Products and Services, as may be notified by BeHub from time to time.

13 Termination

13.1 Termination

- (a) Either party may terminate this Agreement for no reason or any reason at any time by providing written notice to the other party. Such termination becomes effective immediately upon the delivery of the notice. Neither party shall be liable to the other for any damages, losses, costs, or expenses arising out of or in connection with the termination of this Agreement in accordance with this clause 13.1(a).
- (b) Either party may terminate this Agreement with immediate effect by giving written notice to the other party at any time if:
 - (i) the other party experiences an Insolvency Event;
 - (ii) the other party breaches any material provision of this Agreement which is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy the breach within 30 days after receiving written notice from the terminating party requiring it to do so; or
 - (iii) without limiting clause 13.1(b)(ii), the other party fails to comply with the obligations set out in clause **Error! Reference source not found.** (Confidentiality and Publicity) or clause 9 (Privacy and Security).

13.2 Consequences of termination

- (a) On expiration or termination of this Agreement for any reason, Customer must immediately:
 - (i) stop using the Products and Services, and ensure that all of Customer's Personnel stop using the Products and Services;
 - (ii) return to BeHub (or, at BeHub's direction, delete) all copies of the BeHub Documentation and any of BeHub's Confidential Information in Customer's possession or control.

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- (b) Termination of this Agreement shall not relieve the parties of any accrued liability (including with respect to outstanding or accrued Fees).

14 Warranties

Each party warrants that it:

- (a) has the authority to enter into and perform its obligations under this Agreement and that this Agreement has been duly executed and is a legal, valid and binding Agreement;
- (b) will comply at all times with applicable Laws; and
- (c) will not do anything or make any statement that could be reasonably expected to harm the reputation of the other party, and, in the case of Customer, the Products and Services.

15 Disclaimer

Customer acknowledges and agrees that, to the extent permitted by Law (including the Australian Consumer Law if applicable), the Products and Services are made available "as is" and BeHub makes no representation, warranty or guarantee:

- (i) that the Products and Services will operate in combination with any other hardware, software, platform, or Customer Material;
 - (ii) that the Products and Services will meet Customer's requirements or expectations;
 - (iii) that the Products and Services, and information extracted from them, will be accurate, free from defects, bugs, errors or omissions, or that any Customer Material input into the Products and Services will not be lost or corrupted; or
 - (iv) in relation to non-infringement, title, fitness for a particular purpose, functionality, availability or merchantability.
- (b) BeHub uses reasonable endeavours to ensure that the Products and Services are free of viruses or other harmful components but cannot guarantee they will be free from unknown viruses and other harmful components.
 - (c) BeHub shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other platforms outside the reasonable control of BeHub.
 - (d) The Customer acknowledges and agrees that the Products and Services, including product information, technical data, training, and education material for medical devices (**Information**), includes content and information that is in the public domain and available from Medical Device Manufacturers and/or Medical Distributors' websites or social media content.
 - (e) We make no representations or warranties, express or implied, regarding the accuracy, completeness, reliability, or suitability of the Information. The Information is provided on an "as-is" and "as-available" basis, and the Customer's use of the Information is at its own risk.
 - (f) We cannot be liable for any Consequential Loss, damages, losses, costs, or expenses, whether direct, indirect, incidental, or otherwise, arising out of or in connection with any incorrect, outdated, or otherwise inaccurate Information provided through the Products and Services.
 - (g) The Customer hereby undertakes not to sue us, our affiliates, officers, directors, employees, agents, or representatives for any claims, actions, demands, or proceedings arising out of or in connection with any incorrect Information or any liability incurred as a result of using such incorrect Information.
 - (h) **Customer Acknowledgement Regarding Nature and Purpose of Services**
 - (i) The Customer acknowledges and agrees that the Products and Services are provided solely for the purpose of furnishing factual, non-promotional information related to medical devices. The Products and Services do not include, and are not intended to convey, any promotional claims, endorsements, advertisements, or other marketing content related to medical devices or therapeutic goods.
 - (ii) The Customer represents and warrants that it is a Health Professional as defined in this Agreement and that the Products and Services will be used exclusively by Health

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Professionals. The Customer further acknowledges that the Services are not intended for, and shall not be used by, consumers or any other individuals or entities that do not qualify as Health Professionals.

- (iii) The Customer acknowledges that the Products and Services are not intended to promote or sell therapeutic goods to consumers, and the Customer must not use the Services for such purposes. The Customer's use of the Services must be limited to accessing and utilising the Information for legitimate professional purposes in accordance with applicable laws and regulations.
- (iv) The Customer must comply with all applicable laws, regulations, and professional standards in accessing and using the Products and Services and the Information, including but not limited to laws and regulations governing the promotion, marketing, and sale of therapeutic goods.

- (i) This clause 15 shall survive the termination or expiration of this Agreement and shall continue in full force and effect thereafter.

16 Indemnities

Without limiting any other indemnities given by Customer under this Agreement, Customer shall defend, hold harmless and indemnify BeHub and its Related Bodies Corporate and Personnel (the **BeHub Indemnified Parties**) from and against any Loss suffered or incurred by the BeHub Indemnified Parties arising out of or in connection with:

- (a) any breach by Customer of clauses 4 (Use of the Products and Services), **Error! Reference source not found.** (Confidentiality and Publicity) or 9 (Privacy and Security);
- (b) the Customer's use of the Information or breach of clause 15(g).
- (c) the performance, or failure to perform, of the Products and Services associated with any deficiency or inadequacy of Customer's Operating Environment.
- (d) any Customer Material (including Personal Information) used or disclosed by Customer, including any claim by any person that Customer Material infringes any Intellectual Property Right or other right (including privacy rights) of such person or any third party;
- (e) the use of the Products and Services by Customer and its Personnel; or
- (f) any fraud, wilful misconduct or negligence by Customer or its Personnel.

17 Limitation of Liability

- (a) Subject to any other limitations or exclusions of liability in this Agreement, and to the extent that such limitations or exclusions are not permitted by Law (including the Australian Consumer Law if applicable), and further subject to clause 17(b), BeHub's liability to Customer in respect of a breach of any applicable consumer guarantee under the Australian Consumer Law, is limited to the resupply of the services or the cost of resupplying the services.
- (b) Clause 17(a) does not apply to, and shall not limit, any party's liability:
 - (i) for death or personal injury caused by that party or its Personnel; or
 - (ii) for fraud (including fraudulent misrepresentation).

18 Assignment

- (a) Customer must not assign or novate, directly and indirectly, any of its rights or obligations under this Agreement without the prior written consent of BeHub (such consent not to be unreasonably withheld or delayed).
- (b) BeHub may at any time assign, novate or otherwise dispose of or deal with its rights and obligations under this agreement by notice in writing to Customer and Customer gives BeHub prospective authority to a future assignment and/or novation to be effectuated by BeHub unilaterally.

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19 Survival

Without limiting any other provision of this Agreement, clause 7 (Intellectual Property Rights), **Error! Reference source not found.** (Confidentiality and publicity), 9 (Privacy and security), clause 15 (Disclaimer) 16 (Indemnities), and any other clauses which should by their nature survive termination of this Agreement, survive termination or expiry of this Agreement for any reason.

20 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be addressed and delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address specified in the Customer's account at registration (and in the case of BeHub as indicated on the BeHub Website) or as last notified by the intended recipient to the sender;
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above email address, fax number or address. If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

21 Dispute resolution

- (a) If a dispute arises out of or in relation to this Agreement, either party may notify the other in writing in which case a nominated representative of each affected party must promptly attempt in good faith to resolve the dispute. In the event that the parties are unable to resolve the dispute within seven (7) days of the written notification referred to in this clause, each party must promptly refer the dispute for resolution to one of the Managing Director, Chief Executive or Chief Operating Officer (**Senior Executive**) of that party.
- (b) If the parties are unable to resolve the dispute within fourteen (14) days following referral to the Senior Executive of the relevant parties, then either party may use such lawful dispute resolution procedures or seek such legal and equitable remedies as it considers necessary or appropriate in its sole discretion.
- (c) Nothing in this clause 21, shall prevent a party from seeking urgent injunctive relief before an appropriate court.

22 General

- (a) Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement.
- (b) This Agreement contains the entire agreement between the parties with respect to its subject matter. Neither of the parties has relied on or is relying on any other representation in entering into this Agreement.
- (c) This Agreement may be amended only by another written agreement executed by all the parties.
- (d) Customer will be fully responsible to BeHub for any Loss suffered by BeHub or its Personnel arising from or in connection with the acts or omissions of its sub-contractors, contractors, assigns and all their employees, as if they were the acts and omissions of Customer.
- (e) BeHub will be fully responsible to the Customer for any Loss suffered by the Customer or its Personnel arising from or in connection with the acts or omissions of its sub-contractors, contractors, assigns and all their employees, as if they were the acts and omissions of BeHub.
- (f) No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

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- (g) The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.
- (h) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- (i) Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- (j) This Agreement and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of New South Wales and of the Commonwealth of Australia applying there. In relation to such matters each party irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.
- (k) This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one agreement.

23 Definitions and interpretation

23.1 Definitions

The following definitions apply unless the context requires otherwise:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended or replaced from time to time.

Authorised User means person who have been provided access to the Products and Services by the Customer as referenced under clause 4(b).

Authorised Purpose means Customer's use of the Products and Services for its own internal business operations.

Confidential Information means all information of a confidential or proprietary nature, in any form whether tangible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this Agreement. Specifically, BeHub's Confidential Information includes the design, specification and content of the Products and Services, including its source code, BeHub's personnel information, operational and other policies, project documentation, proposals, or other development documentation including any specifications, or business strategies, and the terms of this Agreement, including the Fees and information relating to BeHub' pricing. Confidential Information does not include information which is:

- (a) already known to the other party;
- (b) received by the other party from a third party not under a duty of confidence; or
- (c) independently developed by the other party.

Consent means any licences, clearances, permissions, authorisations, waivers, approvals or consents.

Consequential Loss means any indirect or consequential loss (not being loss which arises naturally as a result of a breach of this Agreement or other event the subject of the relevant claim), including loss of profits, loss of income or revenue, loss of data, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunities (including opportunities to enter into or complete arrangements with third parties), loss of management time, damage to credit rating, or loss of business.

Corporations Act means the *Corporations Act 2001* (Cth), as amended or replaced from time to time.

Feedback means any suggestions, ideas, information, comments, process descriptions or other information provided by Customer to BeHub including all intellectual property rights in that Feedback.

Force Majeure Event affecting a party means a circumstance beyond the reasonable control of that party causing that party to be unable to observe or perform on time an obligation under this Agreement, including acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and acts of war and war, general strikes (other than of its own staff), embargo, or power, water and other utility shortage.

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Health Professionals means individuals or entities that are recognised as health professionals under the Therapeutic Goods Act 1989, including but not limited to medical practitioners, nurses, pharmacists, and other licensed or registered healthcare providers in Australia.

An **Insolvency Event** occurs in respect of a person where:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- (e) any composition or arrangement is made with any one or more classes of its creditors;
- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- (g) a party enters into liquidation whether compulsorily or voluntarily; or
- (h) any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyrights (including rights in computer software), trademarks, layout, graphics, user interface, trade dress, and other visual elements, service marks, designs, patents, trade secrets, semi-conductor or circuit layout rights, trade, business, domain or company names, rights in Confidential Information, know how and other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these, which may subsist anywhere in the world, but excludes moral rights, and similar personal rights, which by law are non-assignable.

Law means all applicable laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

Loss means any claim, loss, damage, liability, cost, charge or expense (including legal expenses on a full indemnity basis), however arising, and whether present or future, fixed or unascertained, actual or contingent.

Documentation means user instructions and all other related materials supplied to Customer in any format by BeHub for aiding the use and application of the Products and Services, and will include all revised documentation supplied as part of an Update.

BeHub Websites means behub.com.au and any and all associated sites linked to /behub.com.au (as amended from time to time).

Medical Device Manufacturers and/or Medical Distributors means entities engaged in the design, production, manufacturing, distribution, or sale of medical devices within Australia, including but not limited to companies that manufacture medical devices in accordance with applicable regulations, distributors that supply medical devices to healthcare providers, and other entities involved in the medical device supply chain.

Notifiable Data Breach has the meaning given to that term in the Privacy Act.

Operating Environment has the meaning given to that term set out in clause 12.

Personal Information has the meaning given to that term in the Privacy Act.

Personnel means, in respect of a person, any officer, employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any subcontractors.

Privacy Act means the *Privacy Act 1988* (Cth), as amended or replaced from time to time.

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Privacy Law means all legislation, principles, industry codes and policies, as amended or replaced from time to time, which relate to the collection, use, disclosure, storage or granting of access rights to Personal Information, and includes the Privacy Act and the Spam Act 2003 (Cth).

Products and Services means an online platform providing product information, technical data, training, and education material for medical devices (as further described now and in the future the BeHub Website) , including the Support Services, and any associated Documentation or Updates (as applicable).

Related Body Corporate has the meaning given to that term in section 9 of the Corporations Act.

Third Party Content means any information, data or other content that BeHub sources and/or supplies from any third party for use in connection with the Products and Services.

Third Party Licence means any licence, registration or other authorisation that is required by Customer to enable Customer to properly access and use the Products and Services, including any licence, registration or other authorisation as notified by BeHub to Customer.

Update means any update, upgrade or modification to the Products and Services from time to time, but does not include new versions of the Products and Services, and accompanying revisions to the BeHub Documentation, as determined in the absolute discretion of BeHub.

23.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) the singular includes the plural and conversely;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person includes any body corporate, unincorporated body or other entity and conversely;
- (d) a reference to a clause is to a clause of these Terms and Conditions;
- (e) a reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns;
- (f) a reference to any agreement or document (including a reference to this Agreement) is to that agreement or document as amended, notated, supplemented, varied or replaced from time to time, where applicable, in accordance with this Agreement or that other agreement or document;
- (g) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (h) a reference to conduct includes any omissions, statement or undertaking, whether or not in writing;
- (i) a reference to includes, means includes without limitation; and
- (j) all references to \$ are to Australian dollars, unless otherwise specified.