

Patient Terms & Conditions

Background

Neo-Rehab Pty Ltd ACN 136 101 016 (**NeoRehab**) has developed and is the owner of all rights that subsist in the telehealth software solution known as “eHAB” (**Application**) which is accessed via a website operated by NeoRehab and notified to you from time to time (**Website**).

You have been granted access to use the Application, as an Invited User of a Customer to whom NeoRehab has entered into a Software Licence Agreement.

By accessing or otherwise using the Application, you agree to be bound by the terms and conditions outlined below (**Agreement**). If you do not agree to the terms and conditions contained in this Agreement, please do not proceed to use or access the Application in any way.

NeoRehab reserves the rights to modify, permanently or temporarily disable or discontinue any part of the Application and to alter, amend or withdraw any part of this Agreement or any information or material appearing on the Application at any time, without liability or further notice to you. Your continued use of the Application will constitute an automatic acceptance of any alteration, withdrawal or amendment of same.

It is agreed:

1. Licence

1.1 Grant of Licence

Pursuant to this Agreement, NeoRehab grants to you a non-exclusive, non-transferrable licence to use and access the Application for its intended use.

1.2 Delivery

- (a) In order to access the Application, you must become a registered member by registering and complying with the registration requirements as prompted, which may be subject to change at NeoRehab’s discretion from time to time.
- (b) You are responsible for maintaining the confidentiality of your username and password information.
- (c) You are responsible for all activities occurring under your registered account. If you believe the information and privacy of your account is not secure, you can either change the password or notify NeoRehab by email.

1.3 Obligations

You agree to:

- (a) Comply with this Agreement, along with all applicable laws and regulations;
- (b) Comply with all reasonable and lawful directions that NeoRehab may issue in its discretion from time to time with respect to the use of and access to the Application;
- (c) Use the Application in good faith and for lawful purposes.

1.4 Restrictions

You must not:

- (a) use the Application in any way that could damage the reputation of NeoRehab or the goodwill or other rights associated with the Application;
- (b) use the Application in any way or in association with safety critical applications where the failure of the Application to perform may be reasonably expected to result in significant injury, or in loss of property or loss of life;
- (c) attempt to undermine the security or integrity of NeoRehab's computing systems or networks or, where the Application are hosted by a third party, that third party's computing systems and networks;
- (d) use, or misuse, the Service in any way which may impair the functionality of the Application or Website, or other systems used to deliver the Application or impair the ability of any other user to use the Application or Website;
- (e) attempt to gain unauthorised access to any materials other than those to which express permission has been given to access or to the computer system on which the Application are hosted;
- (f) transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material in violation of any law (including any material protected by copyright or trade secrets which you do not have the right to use);
- (g) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Application or to operate the Website except as is strictly necessary to use either of them for normal operation;
- (h) remove or modify any program markings or any notice of proprietary rights, irrespective of whether such markings or notices are those of NeoRehab or a third party;
- (i) make any part of the Application available in any manner to any third party for use in that third party's business operations, or otherwise sublicense, rent, assign, communicate to the public or otherwise deal (wholly or in part) with the Application.

2. Availability

2.1 Availability

NeoRehab shall provide the access to the Application through the Website on a continuous basis during the Licence Term, provided however that NeoRehab may, without notice, suspend all or part of any access to the Application immediately.

2.2 Loss of Access

You shall have no Claim against NeoRehab in respect of loss of access or functionality to the Application.

2.3 Malfunctions

NeoRehab does not warrant, guarantee or make any representation that the Application will be free of defect, uninterrupted, accurate, complete, current, stable, bug free, error free or available at any time in respect of its operation.

3. Intellectual Property

You acknowledge that all intellectual property rights subsisting in the Application is either owned or licensed from third parties (as the case may be) by NeoRehab and that nothing in this Agreement has the effect of or should be construed as passing ownership of any Intellectual Property Rights of NeoRehab to any person, including you.

4. Copyright

- (a) You acknowledge that the Application is the subject of copyright. Accordingly, you will not during or any time after the expiry or termination of this licence permit any act which infringes that copyright and, without limiting the generality of the foregoing, you specifically acknowledge that you may not copy the Application except as otherwise expressly authorised or acknowledged by this Agreement.
 - (b) You will indemnify NeoRehab fully against all liabilities, costs and expenses which NeoRehab may incur to a third party as a result of your breach of the copyright provisions of this Agreement.
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5. Disclaimer

- (a) NeoRehab makes no representations about the suitability of the Application for any purpose or that it conforms to any applicable law.
 - (b) The Application is provided on an “as is” basis and NeoRehab does not provide any warranty either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose.
 - (c) To the maximum extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
 - (d) NeoRehab undertakes to take all due care with any information which you may provide when accessing the Application. However NeoRehab does not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to the Application is entirely at your own risk.
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6. Limitation of Liability

- (a) Except as expressly provided to the contrary in this Agreement, in no event shall NeoRehab be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of use of the Application, even if advised of the possibility of such damage.

- (b) NeoRehab's liability under any condition, warranty, or obligation implied by law in this Agreement that cannot be excluded is limited:
 - (i) In the case of goods, to (at the supplying party's election):
 - (A) the replacement of the goods, or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) paying the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) paying the cost of having the goods replaced; and
 - (ii) in the case of services, to (at the supplying party's election):
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

7. Indemnity

You will at all times indemnify and keep indemnified NeoRehab and its respective officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with or in respect of your use of the Application or any breach of this Agreement by you.

8. Termination

- (a) NeoRehab has the right to terminate your access to and licence to use the Application, at any time, in its sole discretion, without notice.
- (b) Upon termination by NeoRehab, as set out above, your access to the Application will cease immediately.

9. General

9.1 Jurisdiction

- (a) This Agreement is governed by the law in force in the State of Queensland.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, in relation to any proceedings that may be brought at any time relating to this Agreement.
- (c) Each party irrevocably waives any objection it may have now or in the future to the venue of any proceedings where that venue falls within Queensland.

9.2 Severability

Any provision of this Agreement that is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of the Agreement which shall remain in force.