



## TERMS AND CONDITIONS

1. The PromarkerD Hub is a service provided by Proteomics International Pty Ltd (“Proteomics International”) to analyse the results from the PromarkerD laboratory developed test and/ or PromarkerD diagnostic test kit (“PromarkerD Test”).
2. By applying for a Login ID to use the PromarkerD Hub and/ or by using the PromarkerD Hub, you are agreeing to these terms and conditions. Your agreement to the terms and conditions is an agreement with Proteomics International and every affiliate of Proteomics International (“PI”, “us”, “we” or “our” as contextually appropriate) and governs your use of the PromarkerD Hub (“**PromarkerD Hub**”) and of all of the results, products, services and other content available from, in, on or through the PromarkerD Hub (“**Material**”).
3. The PromarkerD Hub, PromarkerD Test and Material are to be used for research purposes only. The PromarkerD Hub, PromarkerD Test and Material are not to be used for therapeutic purposes, unless it is allowed for supplied exclusively for reasonable commercial use.  
The PromarkerD Hub, PromarkerD Test and Material should not be divulged to any third party for any other purpose without prior consent with PI.
4. These terms and conditions constitute the entire agreement between you and PI for use of the PromarkerD Hub and the provision of the Material.

### Terms of Use

5. Your registered account is non-transferable. You may terminate your account at any time by contacting us through the PromarkerD Hub. You must promptly inform us of any changes that occur to your personal information that you may have provided to us as part of the registration process.
6. You must keep your Login ID and Password confidential. You must not allow any other person to use a Login ID and Password specifically allocated to you to access the PromarkerD Hub.
7. You are responsible and liable for any loss or damage we suffer or incur if another person uses your Login ID and Password to access the PromarkerD Hub or Material.
8. On concluding an access session, you must close all browser windows, including all “Tabs”, and use the “Logout” button in the PromarkerD Hub to completely log out of the PromarkerD Hub.
9. You understand and acknowledge that mobile devices such as smart phones, tablet devices can increase risks of security breach above the risks related to fixed-position personal computers and you will personally maintain close security and control over any such device on which you access the PromarkerD Hub so as to minimise the risk of unauthorised access to or use of the PromarkerD Hub by means of such a device.
10. If you suspect the security and confidentiality of your Login ID or Password or the device you have used to access the PromarkerD Hub has been compromised in any way, you must immediately contact us so that your Login ID can be disabled and to prevent access to the PromarkerD Hub.
11. Other provisions which govern your use of the PromarkerD Hub and the Material may from time to time be provided to you by the online notices given during your access to the PromarkerD Hub and the Material (“**Additional Terms**”), all of which are incorporated in these terms and conditions. To the extent there is any inconsistency between the Additional Terms and these terms and conditions, the Additional Terms prevail. Our employees and agents do not have individual discretion to vary these terms and conditions and you acknowledge that only the Additional Terms can vary these terms and conditions.
12. If we reasonably form the view that you have breached any of these terms and conditions then:
  - 12.1. your Login ID may be immediately revoked; and
  - 12.2. you have no right to demand reasons for the revocation.



13. We may in our sole discretion temporarily suspend your access to the PromarkerD Hub for reasons such as upgrades or modifications, or otherwise restrict your access to and use of the PromarkerD Hub where we consider it reasonably necessary.
14. If we reasonably form the view that your conduct may amount to a breach of any law, we may without notice to you refer your conduct to relevant regulatory authorities.
15. You must comply with all applicable privacy and health information laws and all of the PromarkerD Hub's privacy policies.

### **Disclaimer**

16. You use the PromarkerD Hub and Material at your own risk and discretion.
17. You are responsible for any costs associated with your access to or use of the PromarkerD Hub, including internet access fees.
18. You acknowledge and agree that:
  - 18.1. the PromarkerD Hub and Material do not constitute professional medical or healthcare advice, diagnosis or recommendation of treatment and is not intended, nor should be used, to replace actual professional medical opinion or judgement that takes into account all of the information and factors available at the time;
  - 18.2. the information contained in the PromarkerD Hub and Material is provided on an 'as is' basis and any information it provides (or does not provide) does not constitute a recommendation or advice by us to take or refrain from taking any course of action in relation to the health care needs of you or a patient;
  - 18.3. in no circumstances should the PromarkerD Hub and Material be relied upon without consideration and confirmation by a qualified medical practitioner after having regard to, among other things, independent professional judgement as well as your or the particular patient's condition and medical history;
  - 18.4. while we endeavour to ensure that the information contained in the PromarkerD Hub and Material is up-to-date, accurate and complete, we make no representations or warranties that the information contained in the PromarkerD Hub and Material will at all times be up-to-date, accurate, complete, comprehensive or useful for the purpose for which it is obtained; and
  - 18.5. we do not warrant that any information provided by any suppliers of Material, including in relation to Material descriptions or other content of the PromarkerD Hub, is accurate, complete, reliable, current or error-free.

### **Guarantees**

19. To the extent permitted by law, our liability to you for any loss or damage arising out of or in connection with the use and/ or supply of the PromarkerD Hub and/ or Material, any non-compliance with a statutory guarantee, and/ or any alleged or actual breach by us of these terms and conditions however arising (whether for breach of a term or terms of these terms and conditions, tort (including negligence), statute, custom, law or on any other basis) is limited to:
  - 19.1. In the case of services, at our option:
    - 19.1.1. the resupply of the services; or
    - 19.1.2. the payment of the cost of resupply.
  - 19.2. In all other cases, AUD\$1,000.
20. Other than as set out in this paragraph and to the extent permitted by law:
  - 20.1. any condition or warranty which would otherwise be implied in these terms and conditions whether by statute or otherwise is excluded; and



- 20.2. under no circumstances will we be liable for any loss, damage or injury (including without limitation any loss of profits, indirect, incidental or consequential loss, damage or injury) arising from the supply or use of the PromarkerD Hub or the Material, any failure by us to perform any obligation or observe any term of these terms and conditions or any loss of data suffered by you in connection with your use of the PromarkerD Hub or the Material.

### **Other**

21. You cannot assign any rights or obligations under these terms and conditions whether in whole or in part to any other party.
22. Our failure to enforce the whole or any part of these terms and conditions does not constitute a waiver by us of any of the terms and conditions and shall not in any way affect our right to later enforce any of the terms and conditions.
23. You warrant that all information and data provided by you to us through the PromarkerD Hub (including any part of the Login ID application process) or otherwise is true, accurate, complete and up to date, and you have and will comply with all relevant laws relating to your use of the PromarkerD Hub and Material.
24. You agree to indemnify, defend and hold us harmless against any claims, liabilities, proceedings, costs, losses, expenses or damages incurred by us in connection with your use of the PromarkerD Hub and Material inside or outside of Australia, breach of these terms and conditions or any other negligent or wrongful act or omission by you.
25. You acknowledge that we own the intellectual property and copyright in the PromarkerD Hub and Material
26. You must not infringe any intellectual property, trademarks, patents or any copyright attaching to any part of the PromarkerD Hub or the Material.
27. Unless you have prior consent from us, you must not copy, reproduce, modify, distribute, imitate, publish or commercially exploit or link to or deep link into the PromarkerD Hub or Material.
28. You must not:
  - 28.1. use the PromarkerD Hub or Material for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
  - 28.2. use the PromarkerD Hub or Material in a manner or way, or post to or transmit to or via the PromarkerD Hub any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using the PromarkerD Hub;
  - 28.3. make fraudulent or speculative enquiries, purchases or requests through the PromarkerD Hub;
  - 28.4. use another person's details without their permission or impersonate another person when using the PromarkerD Hub;
  - 28.5. post or transmit any obscene, indecent, inflammatory or inappropriate material or any other material that may give rise to civil or criminal proceedings;
  - 28.6. tamper with or hinder the operation of the PromarkerD Hub;
  - 28.7. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the PromarkerD Hub;
  - 28.8. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the PromarkerD Hub;
  - 28.9. modify, adapt, translate or reverse engineer any portion of the PromarkerD Hub;
  - 28.10. remove any copyright, trademark or other proprietary rights notices contained in or on the PromarkerD Hub;



- 28.11. reformat or frame any portion of the web pages that are part of the PromarkerD Hub;
  - 28.12. create accounts by automated means or under false or fraudulent pretenses;
  - 28.13. use the PromarkerD Hub to violate the security of any computer or other network or engage in illegal conduct;
  - 28.14. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
  - 28.15. use the PromarkerD Hub other than in accordance with these terms and conditions; or
  - 28.16. attempt any of the above acts or engage or permit another person to do any of the above acts.
29. If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This paragraph has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.
30. This agreement is governed by the laws of Western Australia, Australia. You submit to the non-exclusive jurisdiction of the courts of that place.