



Terms of Use (PromarkerD Hub)

Please read these Terms of Use carefully before using this site.

The PromarkerD Hub website is owned and operated by Proteomics International Pty Ltd and/or any of its affiliates (collectively known as PI). It includes <https://promarkerd.com/>, and any content we own and operate to provide the PromarkerD services. Proteomics International may change these Terms of Use at any time for any reasons. Please review the Terms of Use each time you visit the website. By using this website, you agree to the terms and conditions described in this Terms of Use.

1. Services

- 1.1 Proteomics International offers PromarkerD, a test intended to generate the prognosis and diagnosis risk scores of diabetic kidney disease in patients with type 2 diabetes (“Services”).
- 1.2 The PromarkerD Hub website is intended for use by clinical laboratory trained personnel (“User”) for the purposes of uploading, processing, reporting and archiving of Patients Data related to the services provided.

2. User Obligation and Rights

- 2.1 For safety and security reasons, the PromarkerD Hub website is a password protected website and only a registered User is allowed to access the website. Proteomics International reserves the right to deny registration to any User at its sole discretion.
- 2.2 The User shall provide accurate information for registration and shall inform Proteomics International without undue delay if such information changes over time. The User is liable for all transactions and activities carried out under its User Data and shall ensure that such User Data is not accessible by third parties. The User shall log-off from all password protected websites at the end of each online session. If a User becomes aware of any misuse of its User Data by third parties, Proteomics International must be informed in writing or by e-mail without undue delay.
- 2.3 The User is responsible for providing PI with all the information as may be required by PI to accurately provide the Services to the User. The User shall also ensure that the information supplied is accurate and complete. The User is responsible for and hereby indemnifies PI against all costs, damages, liabilities and injuries that may be caused to or incurred by PI or its staff by any inaccurate data.
- 2.4 PromarkerD Test results are prepared and supplied exclusively for the reasonable commercial use of the User and should not be divulged to any third party for any other purpose without prior written consent of PI.
- 2.5 PromarkerD Test results are not to be publicly disclosed or exploited without the prior written consent of PI. Even if such written consent is given by PI, the User remains (a) responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby indemnifies PI against any liability which PI may incur as a result of such divulgence or any such third-party reliance.
- 2.6 The User must not alter then distribute or publish any documents, materials or reports prepared by PI.
- 2.7 Any use of materials on this website, including reproduction, modification, distribution or republication to unauthorized personnel, without the prior written consent of Proteomics International, is strictly prohibited.
- 2.8 The User is hereby granted a non-exclusive, limited, and revocable license to link to this website. Proteomics International reserves the right to revoke this license generally, or your right to use specific links, at any time. If Proteomics International revokes this license, you agree to remove and disable any and all of your links to this web site immediately.



- 2.9 The User shall agree not to present the link to this web site in such a way that is associated with advertising or appears to be an endorsement of any organisation, product, or service, or in any other manner prohibited by or inconsistent with applicable laws. The User agrees that the link will not appear on a website that a reasonable person may consider obscene, defamatory, harassing, grossly offensive, or malicious. Under no circumstances may the User "frame" this website or any of its content or copy portions of this web site to a server. The User agrees not to display or use the Proteomics International/PromarkerD logo or trademark in any manner without our prior written permission.
- 2.10 This website may contain links to web sites not operated by Proteomics International. We provide these links for your convenience, but we do not review, control, or monitor the materials on any other websites. We do not control or endorse this type of information. We are not responsible for the performance of those websites or for your business dealings with them. Your use of other web sites is subject to the terms of use of those web sites, including the privacy policies of those web sites.

3. Disclaimer

- 3.1 This website does not provide medical advice. Proteomics International does not practice medicine or provide medical services or advice, and the information on this website should not be considered medical advice.
- 3.2 Health care professionals are always expected to exercise their independent judgment and discretion for patient diagnosis and treatment. If you think the User / your patient may have a medical emergency, a doctor or other health care professional should be contacted immediately.
- 3.3 Certain information on this website relates to products and services offered by Proteomics International, which is for your general education and information only. Information you read on this website cannot replace the relationship between a healthcare professional (e.g., a physician) and a patient.

4. Intellectual Property

- 4.1 The User acknowledges and agrees that Proteomics International owns the intellectual property rights in any method, process, know-how, confidential information or other intellectual property used by PI to carry out the Services.

5. Warranty

- 5.1 All content on this web site is provided to the User on an "as is," "as available" basis. Proteomics International hereby disclaims all warranties of any kind, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 5.2 Proteomics International makes no warranty as to the accuracy, completeness, currency, or reliability of any content available through this website.
- 5.3 Proteomics International makes no representations or warranties that use of this website will be uninterrupted or error-free. The User is responsible for taking all precautions necessary to ensure that any content the User may obtain from this website is free of viruses and any other potentially destructive computer code.

6. Indemnity

- 6.1 The User releases and indemnifies PI, its officers, employees, contractors and agents against any loss or liability and all claims (including costs and expenses in defending the same): (a) Which may be brought against it or them in connection with the Service.



7. Limit of Liability

- 7.1 The User agrees that neither Proteomics International nor any person or company associated with Proteomics International shall be liable for any damage resulting from your use or inability to use this website, or the materials on this web site. This protection covers claims based on warranty, contract, tort, strict liability, and any other legal theory. This protection covers Proteomics International, its officers, directors, employees, agents, and suppliers mentioned on this website. This protection covers all losses including, without limitation, direct or indirect, special, incidental, consequential, exemplary, and punitive damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption.

8. Copyright and Trademark

- 8.1 The User must not use PI's name and/ or trademarks in any manner that suggests that PI endorses or is associated with the User's products, services and/or business.
- 8.2 The materials on this website belong to or are licensed to Proteomics International. The materials are protected by Australian and foreign copyright laws. There are some important rules about copying these materials. The User may e-mail, download, or print copies of the materials on this web site, but only for the purpose of providing the Services. When the User e-mails, downloads, or prints a copy of the materials on this website, you must also include all copyright and other notices that are in the materials, including the copyright notice on the bottom of the page.
- 8.3 Proteomics International also owns the names we use for our products and services on this web site, and these names are protected by Australian and foreign trademark laws. An ® following a name on our web site indicates that the trademark has been registered in the United States. A ™ following a name on our web site indicates that it is an unregistered trademark. All trademarks are the property of their respective owners. There may be special rules for the use of materials provided on certain parts of this web site. These special rules will be posted near the materials.
- 8.4 If you use the materials or trademarks on this web site in a way that is not clearly allowed by these Terms of Use, the User is violating your agreement with Proteomics International and may be violating copyright, trademark, and other laws. In that case, Proteomics International automatically revokes your permission to use this website. Title to the materials remains with Proteomics International or with the authors of the materials contained on this web site. All rights not expressly granted are reserved.

9. Subcontract

- 9.1 PI may, in its absolute discretion, assign or subcontract the Services or any part thereof.

10. Feedback, comments and ideas

- 10.1 While we are pleased to receive feedback, comments, and ideas from visitors to this website, we want the User to understand that any information that you submit through this website will be considered non-confidential and non-proprietary (unless it is personal information or personal medical/health data, as explained in our Privacy Policy). If the User transmits any ideas, information, concepts, know-how or techniques or materials to Proteomics International through this website, you hereby grant Proteomics International an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute them in any medium, and agree that Proteomics International is free to use them for any purpose.



11. Force Majeure

11.1 Neither PI nor the User will be liable for failing to perform its obligations under this agreement as long as the failure is triggered by something beyond its reasonable control. This clause does not excuse payment of monies due.

12. Waiver

12.1 User obligations under this section and the sections called "User Obligation and Rights", "Warranties" and "Limitation of Liability" will survive termination of these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

12.2 If the User violates these Terms of Use or the Privacy Statement in a way that causes harm to others, the User agrees to hold Proteomics International harmless against any liability for that harm.

13. Change to Terms of Use

13.1 This Terms of Use was last updated on DATE. If the Terms of Use is revised, we will place an updated version hereof on this page.

Contact Proteomics International

If you have any questions, comments, concerns or complaints or in case you wish to exercise any of your Terms of Use related rights, please contact us as follows:

Proteomics International
QEII Medical Centre
6 Verdun Street, Nedlands
Perth WA 6009 Australia

Telephone +61 – 8 9389 1992

Email info@proteomics.com.au