
TERMS AND CONDITIONS

OPERATIVE PROVISIONS

1. ENGAGEMENT AND TERMS OF USE

1.1 Registration and Accounts

- (a) The Platform User agrees to enter into an agreement with the Licensee, GeneralPractice.AI Pty Ltd ABN 22 674 759 516 (GPAI), to use the GeneralPractice.AI Platform in accordance with the terms and conditions of this Agreement; and
- (b) If the Platform User is a GP Practice, it will ensure that its General Practitioners and Practice Staff using the GeneralPractice.AI Platform comply with this Agreement and the terms and conditions of use of the GeneralPractice.AI Platform.

1.2 GPAI Supply of the GeneralPractice.AI Platform

- (a) GPAI agrees to provide the GeneralPractice.AI Platform to the Platform User to assist with the provision of healthcare services by registered medical practitioners on the terms and conditions set out in this Agreement.
- (b) GPAI must:
 - (i) At all times hold and maintain all licences and approvals from relevant authorities and in compliance with all relevant legislation and regulations in the relevant States and Territories of Australia required to provide the GeneralPractice.AI Platform; and
 - (ii) Cooperate with the Platform User in relation to the manner and time in which GPAI will provide the GeneralPractice.AI Platform.

2. SUBSCRIPTION FEES

2.1 Subscription Fees

The Platform User may use the GeneralPractice.AI Platform free for the first 30 days. If the Platform User continues to use the GeneralPractice.AI Platform for more than 30 days, the Platform User agrees to pay the Subscription Fee for any ongoing use of the GeneralPractice.AI Platform in accordance with clause 2.2.

2.2 Payment of Subscription Fees

- a) The Subscription Fee will be calculated based on the GeneralPractice.AI Plan and Contract Period detailed in the Client Service Agreement.
- b) A Platform User on an Annual Contract Term agrees to pay the Annual Contract Fee at the commencement of the Annual Contract Term.
- c) A Platform User on a Monthly Contract Term agrees to pay the Monthly Contract Fee, monthly in advance.

2.3 Renewal & Cancellation Policy

- a) A Platform User on a Monthly Contract Term may cancel this agreement by providing 30 days prior written notice (effective on the last day of any calendar month) of cancellation of this agreement to GPAI. For the avoidance of doubt, in the event of cancellation of a Monthly Contract Term during a calendar month, the Monthly Contract Term and Monthly Contract Fee will end on the last day of the following calendar month.
- b) A Platform User on an Annual Contract Term:
 - (i) Is committed to a Contract Period of 12 months and is not entitled to a refund of the Annual Contract Fee; and
 - (ii) Agrees that the Annual Contract Term will automatically renew for a further 12 month period unless the Platform User provides 30 days prior notice that the Platform User does not wish to proceed with a further 12 month term.

3. CONFIDENTIALITY

3.1 Confidential Information

Each party (a **Receiving Party**) undertakes that it will not use the Confidential Information of any disclosing party (**Discloser**) or disclose that information to any person or allow or make it possible for any person to observe that information, except with the prior approval of the Discloser or as permitted by this clause. The obligation of each Receiving Party to not use Confidential Information in the way restricted by this clause shall continue for a period of 12 months after the termination of this Agreement.

3.2 Consent Not Required

A Receiving Party may disclose the Confidential Information of a Discloser (to the extent reasonably required):

- (a) with prior written consent;
- (b) if required by law;
- (c) to obtain advice with respect to this Agreement; and

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- (d) where the information is already in the public domain or is lawfully obtained by the Receiving Party from sources other than a party to this Agreement.

4. INTELLECTUAL PROPERTY

4.1 GPAI Intellectual Property and Business

- (a) The Platform User acknowledges that:
- (i) all the Intellectual Property Rights in the GeneralPractice.AI Platform are owned by GPAI or have been licensed exclusively to GPAI for use within the GPAI Business in the Territory;
 - (ii) all the Intellectual Property Rights in the GPAI Business are owned by GPAI; and
 - (iii) nothing in this Agreement can be construed as an assignment or licence to the Platform User of any of the Intellectual Property Rights in the GeneralPractice.AI Platform or the GPAI Business.
- (b) GPAI grants the Platform User a non-exclusive, non-transferable licence to use the GeneralPractice.AI Platform in accordance with this Agreement.
- (c) GPAI acknowledges that all the Intellectual Property Rights in the Platform User's GP Practice are owned by the Platform User or GP Practice or have been licensed to the Platform User or GP Practice for use within its business and nothing in this Agreement can be construed as an assignment of any of the Platform User's or the GP Practice's Intellectual Property Rights to GPAI.
- (d) The Platform User grants GPAI:
- (i) a non-exclusive licence to use any De-Identified Platform User Content for the purpose of providing the GeneralPractice.AI Platform to the Platform User; and
 - (ii) an exclusive licence to enable GPAI to use any feedback or suggested changes or enhancements to the GeneralPractice.AI Platform for the purposes of improving the GeneralPractice.AI Platform.
- (e) Any Intellectual Property (present or future) created, discovered or coming into existence as a result of, or for the purposes of, or in connection with GPAI providing the GeneralPractice.AI Platform to the Platform User, will be owned by and assigned to GPAI.

4.2 Platform User Property and materials

- (a) All Intellectual Property Rights in materials and information made available by the Platform User to GPAI remain the property of the Platform User.
- (b) GPAI must not use the Platform User's Intellectual Property without the prior written consent of the Platform User.

5. WARRANTIES, LIABILITY AND INDEMNITY

5.1 Not Professional, Medical or Healthcare Advice

- (a) The Platform User acknowledges and agrees that:
- (i) It is fully responsible for the provision of medical advice and care to its patients.
 - (ii) The Platform User is responsible for, and must exercise all necessary professional care and make medical decisions in relation to, a patient's diagnosis, medical advice and medical treatment.
 - (iii) The GeneralPractice.AI Platform utilises artificial intelligence and machine learning applied to and in connection with third party content and information and whilst GPAI seeks to continue to improve and enhance the generative content provided by using the GeneralPractice.AI Platform, this generative content may be inaccurate, incomplete or inappropriate for its intended use.
 - (iv) It is solely the responsibility of the Platform User to assess and evaluate the accuracy or appropriateness of any content obtained through use of the GeneralPractice.AI Platform to ensure that it is appropriate for its use and adequately and accurately reflects and uses the information provided by the Platform User and any third party medical content provider utilised by the GeneralPractice.AI Platform and the Platform User;
 - (v) The GeneralPractice.AI Platform does not:
 - (A) Constitute medical advice, recommendations or a medical device;
 - (B) Constitute medical treatment or replace medical treatment or medical advice, which remains the responsibility of the Platform User;
 - (C) Directly assess, maintain or improve the health of a patient, or diagnose a patient, or treat a patient's illness, health or disability.
 - (vi) GPAI and the GeneralPractice.AI Platform make no representations or warranties with respect to any treatment, action, suitability or application of medical advice, medical treatment or medication by the Platform User or any other person, whether based on or using the Platform User Content or otherwise.
 - (vii) To the maximum extent permitted by applicable laws, including the Australian Consumer Law, the GeneralPractice.AI Platform and any content obtained from using the GeneralPractice.AI Platform are provided

“as is” without warranty or guarantee of any kind and GPAI will not be liable for any direct or indirect loss, damages or expense which may be incurred as a result of, or in connection with:

- (A) use of the GeneralPractice.AI Platform including any content generated through use of the GeneralPractice.AI Platform;
 - (B) Unavailability for use of the GeneralPractice.AI Platform by the Platform User at any time; and
 - (C) Unauthorised access to, alteration of, or interpretation of any content, data, material or information entered into or produced or generated by the GeneralPractice.AI Platform.
- (b) Without limiting the above clauses, to the extent permitted by law, the aggregate liability of GPAI for any loss sustained by the Platform in connection with the GeneralPractice.AI Platform and this Agreement during any consecutive 12 month period from the Commencement Date is limited to the Subscription Fees received by or entitled to by GPAI for the provision of the GeneralPractice.AI Platform.

6. MISCELLANEOUS

6.1 Assignment

A party may only assign its rights under this document with the prior consent of each other party.

6.2 Costs and Expenses

Each party will bear its own costs and expenses in relation to this document.

6.3 Governing Law

This document is governed by the law in force in Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

6.4 Counterparts

This document may be executed in counterparts.

7. DEFINITIONS AND INTERPRETATION

7.1 Definitions

The following definitions apply in this document:

Agreement Date means the date of its execution.

Annual Contract Fee means the fee in the Client Service Agreement.

Annual Contract Term means the term of 12 months from the Commencement Date.

Commencement Date means the date of commencement of this Agreement, as specified in the Client Service Agreement.

Confidential Information means, without limitation, the Intellectual Property, any information, whether technical or otherwise, trade secrets, advice, training programs, techniques, data, formula and other proprietary information and know-how, records, concepts, ideas, systems, designs, plans, drawings, specifications, visual representations, methods and processes (and copies and extracts made of or from that information or data) concerning:

- (a) the operations and dealings of the Platform User or GPAI in operating its business;
- (b) the organisation, finances, client lists and know-how of the Platform User or of GPAI in conducting its business; and
- (c) information concerning the financial or other affairs of clients including, without limitation, information relating to prospective clients, business development or planning, commercial relationships and negotiations.

Contract Period means the term of the Agreement detailed in the Client Service Agreement.

Clinical User means any medical general practitioner or allied health professional providing clinical care.

De-identified Platform User Content means the content and information supplied by the Platform User for us by the GeneralPractice.AI Platform.

GPAI means GeneralPractice.AI Pty Ltd ABN 22 674 759 516, the licensee of the GeneralPractice.AI Platform in the territory.

GeneralPractice.AI Plan means the user access provided to the GeneralPractice.AI Platform, MY GP.AI.

GeneralPractice.AI Platform means the GeneralPractice.AI Platform to be provided by GPAI under this Agreement, as specified in the Client Service Agreement.

General Practitioner means a medical general practitioner employed by or working within a GP Practice.

GP Practice means a Platform User that is a business operating a general practice medical business.

Platform User Representative means the person listed in the Client Service Agreement who is authorised on behalf of the Platform User to enter into this Agreement.

Intellectual Property means all present and future Rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, business models, trade secrets, moral rights and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.

Intellectual Property Rights means the Rights in respect of all Intellectual Property including all Rights in all applications to register these Rights, all renewals and extensions of these Rights, and all Rights in the nature of these Rights, such as moral rights.

Liability means all Liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of whatever description.

Monthly Contract Fee means the fee in the Client Service Agreement.

Monthly Contract Term means rolling monthly terms commencing on the Commencement Date.

Obligation means any express or implied legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability.

Right includes any legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.

Subscription Fee means the Annual Contract Fee or the Monthly Fee, as applicable and specified in the Client Service Agreement.