

Summary of Terms & Conditions for Users

Version 7, dated 8 March 2021

The HosPortal rostering software (the Software) is provided to the User strictly in accordance with the terms of the license granted to the Customer, being the party that HosPortal has entered into a contract with, and must be used by the User only in accordance with the terms of that license.

The full Terms and Conditions of the license are available at www.hosportal.com/legals. Each User's attention is brought in particular to the following relevant sections, which are summarised below for convenience only. If there is any conflict between this summary and the Terms and Conditions then the Terms and Conditions are authoritative.

1. Clause 1: Definitions.

Capitalised terms in this document are defined in Clause 1.

2. Clause 3: Permitted uses of the software.

Users will only use the software for the purpose of developing, maintaining and communicating rosters for the Customer's Employees, and for contacting and communicating with the Customer's Employees, which may include making names, emails and phone numbers of Users accessible to other Users.

Users must not alter, modify, copy or, in any way, reverse engineer, decompile, disassemble, adapt or make corrections to the Software or design or make derivative works based upon the Software or use the Software to develop any other software or products. Users must not publish the Software, or take any other action, to copy or rent, lease, lend or resell the Software.

The Customer is responsible for all Customer Data entered into the Software. HosPortal has no responsibility, of any nature, in respect of the accuracy or completeness of the Customer Data, including, for the avoidance of doubt, any alteration made to the Customer Data by HosPortal at the request of the Customer.

Each User is required to keep the password for the User Account used by him or her confidential.

No User will allow any person not authorised by the Customer to use the relevant User Account to access, or use, that password.

No User may enter into the Software patient information (including without limitation any Personal Information of any patient) or "sensitive information", as defined in the Privacy Act.

HosPortal has no contractual relationship with any User and no User may make any claim, of any nature, against HosPortal in relation to this agreement or the use or non-use of the Software.

3. Clause 6: Confidential information

Each party must maintain strict confidentiality in relation to the Confidential Information of the other party, must keep that Confidential Information secure and must not use or disclose that Confidential Information.

4. Clause 7: Privacy and security

Each User agrees to comply with the Privacy Act (including for the avoidance of doubt Part IIIIC of the Privacy Act) and any applicable Australian State or Territory privacy legislation in relation to the Personal Information that is included in the Customer Data.

HosPortal stores data using services it regards as reliable and that use technology and contracts suitable for the purposes described under the agreement between HosPortal and the Customer.

Customer Data is stored in databases, backups and snapshots that are encrypted at rest and accessed by transport layer security (TLS) protocols.

HosPortal may store Customer Data on servers that reside outside Australia.

5. Clause 8: Limitation of liability

HosPortal is not liable to any User for any loss, damage or expense, of any nature, whatsoever or howsoever caused, arising directly or indirectly from or in connection with the use or non-use of the Software, except to the extent that such liability may not lawfully be limited or excluded.

6. Clause 10: Expiry or termination

On the expiry or earlier termination of this agreement, all Users will immediately cease to have any rights to use the Software.