

PharmacyID Identity Service User Terms

Acknowledgement and Acceptance of Terms

Access to and use of the PharmacyID Services, whether via the Website, App or otherwise, is provided to you subject to these Terms. By accessing or using the PharmacyID Identity Services, you agree to be bound by these Terms. If you do not agree with or otherwise do not wish to accept these Terms, do not use or access the PharmacyID Identity Services, access the Website, install, or register a Profile.

If you are a minor, you must ask for your parent or guardian's permission before using or accessing the PharmacyID Identity Services.

We reserve the right to amend these Terms at any time. We will notify you of any such changes when you access the App for the first time following the change and will make the latest version available on the Website. Your continued use of the PharmacyID Identity Services following the posting or notification of changes will mean you accept and agree to the changes.

These Terms govern:

1. Your use of the PharmacyID Identity Services, regardless of how you access or use the service (for example, whether by the Website or via an App); and
2. Your use of the Website.

Definitions

When used in these Terms, the following words have the meanings given below:

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation.

Consumer Guarantee means a right or guarantee you may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.

Device means an electronic device owned or controlled by you, such as a mobile phone or tablet, compatible with the App.

EULA means the End User Licence Agreement that applies between you and the App Provider if you are a user of the App.

ID Document means an identification document eligible to be checked using the PharmacyID Identity Services, which may include an identification document issued by a government or other authority.

ID Verifier means a government agency or other authority or entity engaged by PharmacyID to verify the validity of an identity Document.

Intellectual Property means any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights) including (but not limited to) rights in respect of or in connection with:

Head Office:

PharmacyID Pty Ltd (ACN 20 602 503 775)
Suite 2B / 80 Keilor Road, Essendon North
VIC, 3041

Postal Address

PharmacyID Pty Ltd (ACN 20 602 503 775)
PO Box 611, Moonee Ponds
VIC, 3039

Contact:

Phone: 1300 937 487
Email: info@pharmacyid.com.au
Web: www.pharmacyid.com.au

1. Any related confidential information, trade secrets, know-how or any right to have information kept confidential;
2. Copyright (including future copyright and rights in the nature of or analogous to copyright);
3. Patents, designs, trade marks, service marks and other related marks; and
4. All associated goodwill,

whether or not existing at the date you agree to these terms and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Organisation means a corporate entity or organisation that has an arrangement in place with PharmacyID to obtain Verification of the Identity of an individual who has made a request using the PharmacyID Identity Services.

PharmacyID , we, us and our means PharmacyID an Australian Proprietary Limited Company (ACN 602 503 775), the headquarters of which are located at 2B/80 Keilor Road, Essendon North, VIC, 3440.

PharmacyID Identity Services means PharmacyID 's PharmacyID Identity Services, which may be modified by us from time to time.

Personal Information has the same meaning as 'personal information' in the Privacy Act 1988 (Cth).

Profile means an account containing data about you and associated meta-data in connection with the PharmacyID Identity Services.

TDIF Oversight Authority means the government agency or body responsible for performing the function of an 'oversight authority' for the Trusted Digital Identity Framework (including where relevant on an interim basis), and which at the time of last publication of these Terms, includes representatives from the Digital Transformation Agency.

TDIF Regulated Transaction means a use of PharmacyID Identity Services that takes place under the TDIF identity system, whether within the context of a private or public beta or otherwise.

Terms means these terms of use, as modified or replaced from time to time.

Trusted Digital Identity Framework (TDIF) means the trusted digital identity framework documents published by the Digital Transformation Agency from time to time.

User Content has the meaning given to that term in clause 4.

Website means a website made available by PharmacyID for you to access the PharmacyID Identity Services in accordance with these Terms.

You and Your means a user of the PharmacyID Identity Services.

Interpretation

In these Terms unless a contrary intention is expressed:

1. Headings and italicised, highlighted or bold type do not affect the interpretation of this agreement;
2. The singular includes the plural and the plural includes the singular;

3. Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
4. A reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);
5. A reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this agreement and a reference to this agreement includes any clause, annexure, exhibit and schedule;
6. A reference to a document (including this agreement) includes all amendments or supplements to, or replacements or novations of, that document;
7. A reference to a party to any document includes that party's successors and permitted assigns;
8. A reference to time is to time in Melbourne, Victoria, Australia;
9. A reference to an agreement other than this agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
10. A provision of these Terms may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this agreement or the preparation or proposal of that provision;
11. A reference to a body, other than a party to these Terms (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
12. The words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this agreement do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.

PharmacyID Identity Services

The PharmacyID Identity Services is a secure identification product to help you verify your identity and, if required, may include completing a visa entitlement verification check with participating Organisations that you deal with. You can currently use the PharmacyID Identity Services via two channels:

1. Via the Website, which you can use to verify your identity to a particular participating Organisation on a one-off basis without creating a Profile; or
2. By you registering a Profile so that you can use the PharmacyID Identity Services to verify your identity again to other participating Organisations or for other transactions in the future.

In some circumstances, in order to provide the PharmacyID Identity Services to you, you may be required to attend one of PharmacyID participating network of pharmacies in person. If you cannot attend, we may not be able to provide the PharmacyID Identity Services to you.

To use the PharmacyID Identity Services, you may be required to have eligible Identity Documents verifying your identity. When you provide information about eligible Identity Documents to us via the PharmacyID Identity Services, we may use an ID Verifier to check the details against the records held by the issuing authority and confirm whether the details match.

The number and type of Identity Documents you need to provide may vary depending on the requirements of the relevant Organisation for the particular purpose requiring verification of your identity. The PharmacyID Identity

Services will prompt you to provide the Identity Documents required in each case.

You may also be required to validate an email address and or mobile number through the identity verification process. This is a check that the email address and or mobile number you have supplied to PharmacyID is under your control.

You must follow the instructions and directions given by us, including those provided via the Website, in order to use the PharmacyID Identity Services. Your use of the PharmacyID Identity Services will be limited and/or restricted if you do not comply with such instructions.

Using the Website

If you use the Website, the information you provide may be retained for a limited period to allow you to register a Profile for future use. If you do not register a Profile within the specified timeframe, this information will not be available for your future use of the PharmacyID Identity Services. Information, including details of the Identity Documents you submit and whether they have been successfully checked may be retained and accessed by you.

Subject to these Terms, we grant you a non-exclusive, non-transferable licence to use the Website for the sole purpose of using the PharmacyID Identity Services.

Registering a Profile

By registering a Profile details of your verified identity, your email and/or visa entitlement check will be stored for your future use. When you use the PharmacyID Identity Services to verify your identity again, information stored in your Profile can be used to streamline the process, although you may be prompted to provide information from additional ID Documents if required, for example, depending on the Organisation's requirements for a particular transaction.

Updates and notifications

We may send you service announcements, administrative messages, notification of updated terms and conditions and other information via the Website and/or the App in connection with your use of the PharmacyID Identity Services.

We may from time to time introduce other services that form part of, or complement, the PharmacyID Identity Services. We may also modify or cease offering the PharmacyID Identity Services, or any part thereof, at any time without prior notice to you. We will notify you, and obtain your consent, before providing any service that attracts a charge.

Your Profile

If you choose to create a profile, you will be guided through the process to register a Profile for your use of the PharmacyID Identity Services.

Each Profile is unique to an individual. Each Profile can be used with the PharmacyID Identity Services to verify the identity of one individual only. For your own security, it is recommended that you should not allow any other person to access a Profile that you have registered.

A Profile is associated with the email and mobile telephone number used to register the Profile.

If your Profile cannot be recovered for any reason, you will need to create a new Profile and follow the steps to verify your identity again.

Profile Images

You may be given the option to capture a photo to be associated with your Profile (Profile Image). We will only use

your Profile Image in accordance with these Terms and will not disclose it to third parties without your consent. In order for us to be able to use the Profile Image:

1. You grant us a perpetual, irrevocable, licence-free, royalty-free, worldwide, non-exclusive, sub-licensable right to use the Profile Image and any Intellectual Property in the Profile Image, in accordance with these Terms;
2. You consent to the use of the Profile Image by us or our licensees and assignees, in accordance with these Terms, which would infringe your moral rights but for this consent.
3. You represent and warrant that you are the sole creator of the Profile Image and owner of Intellectual Property in the Profile Image, and that its use by us or our licensees and assignees in accordance with these Terms will not infringe the rights (including Intellectual Property rights) of any third party; and
4. You represent and warrant that the Profile Image is not unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another person's privacy, hateful, or racially, ethnically or otherwise objectionable.

Nothing in these Terms transfers ownership of any Intellectual Property rights in a Profile Image to us, and you (or your licensors) will retain ownership of all rights (including Intellectual Property rights) in the Profile Image.

You acknowledge and agree that we may remove Profile Image without notice at any time.

Your Conduct

You represent and warrant that you will only provide true, accurate, current and complete information about yourself as part of your use of the PharmacyID Identity Services; and you will promptly update the information contained in your Profile to keep it true, accurate, current and complete.

You must not:

1. Use the PharmacyID Identity Services to use or create a false identity, impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
2. Use the PharmacyID Identity Services to upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as Personal Information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
3. Attempt to use or access the PharmacyID Identity Services otherwise than through the Website, the App or other means expressly approved by PharmacyID ;
4. Link to, frame or mirror any part of the Website without our prior written authorisation;
5. Disrupt the operation of the PharmacyID Identity Services or any infrastructure that we or any Organisation operates;
6. Breach or fail to comply with any requirements, procedures, policies or regulations of networks connected to the PharmacyID Identity Services, including using any device or software; or
7. Gain unauthorised access to the PharmacyID Identity Services;
8. Make any automated use of the PharmacyID Identity Services;
9. Copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the PharmacyID Identity Services, the Website, the App, any output from the Website, any files related to the Website, or any part of any of these, other than as expressly provided in these Terms, the

EULA or otherwise permitted by law;

10. Use the PharmacyID Identity Services in connection with the contravention of any local, state, national or international law, whether intentional or not; or

11. Attempt to do any of the foregoing, or allow or cause a third party to do or attempt to do any of the foregoing.

You represent and warrant to us that you have the capacity to accept and be bound by these Terms.

Third-Party Software and Services

You may be required to use or update third-party software (such as the operating system and applicable software marketplace) on your Device in order to obtain, install, update, access, use, or continue to access or use the PharmacyID Identity Services. You acknowledge and agree that:

1. We are not responsible for such third-party software or updates;
2. Such third-party software (including updates) may be subject to their own terms and conditions, which we strongly recommend you review prior using the third-party software or to implementing the third-party update; and
3. If you are unable or unwilling to obtain or install such third-party software or updates, you may be unable to obtain, install, update, access, use, or continue to access or use the PharmacyID Identity Services.

Access to the PharmacyID Identity Services, or parts thereof, may require your Device to be connected to the internet or require other third-party services. Your use of third-party services may be subject to fees and separate terms and conditions. You acknowledge that we are not liable for the activities of any such third parties. You are responsible for ensuring that your installation and use of any App and/or the Website does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service or other services acquired from third parties.

The Website may contain links to third-party websites or other third-party content or services. Those links are provided for convenience only and may not remain current or be maintained. Such links should not be construed as an endorsement, approval or recommendation by us of the third parties, or of any content or services provided by them. Your use of any third party-content or services may be subject to separate terms and conditions.

Security

The PharmacyID Identity Services may use a variety of security measures to protect your Profile and the information from ID Documents you provide, including access codes.

No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect your information, we do not warrant and cannot ensure the security of any information transmitted using the PharmacyID Identity Services. Nevertheless, once we receive transmissions from you, we will take reasonable steps to preserve the security of such information.

You must ensure your security credentials remain secure. you must not share your security credentials (such as an access code) with any other person, or allow any other person to impersonate you.

Whilst we may implement multi-factor authentication, it does not guarantee against unauthorised use of your Profile.

You are solely responsible for any use of the PharmacyID Identity Services using your security credentials, whether or not such use has been authorised by you.

You must take your own precautions to ensure that the process you employ for accessing the PharmacyID Identity Services does not expose you to the risk of viruses, malicious code or other forms of interference which may damage

your Device. We do not accept responsibility for any interference or damage to Devices which arises in connection with use of the PharmacyID Identity Services.

You must notify us immediately by sending an email to support@pharmacyid.com.au if:

1. You no longer have access to the telephone number linked to your Profile (e.g. if your telephone number changes); or
2. You suspect or have reason to believe there has been or might be any unauthorised or fraudulent use of your Profile or any other breach of security.

You acknowledge that a failure to comply with these requirements may affect your use of the PharmacyID Identity Services and may compromise the security and integrity of your Profile.

Term, Termination and Suspension

Term

The licences granted to you under these Terms are granted for the duration of these Terms.

Termination or Suspension by Us

We may immediately terminate these Terms and/or your Profile, suspend your Profile and/or your access to the PharmacyID Identity Services, and refuse future use of the PharmacyID Identity Services, at our discretion, if we form a reasonable belief that you are in breach of these Terms or threaten to breach any part of these Terms, or if:

1. You do not provide information required for your use of the PharmacyID Identity Services;
2. You provide information that is false, inaccurate, misleading, incomplete or not current;
3. You have engaged in any fraudulent behaviour or misconduct;
4. Your Profile has been compromised; or
5. We have reasonable grounds to suspect any of (1)–(4) above.

If we notify you of such termination:

1. You must not access any other user Profile or register another Profile, or attempt to do so; and
2. You must not use the PharmacyID Identity Services again.

We may suspend or terminate the PharmacyID Identity Services or access to it, at our discretion, if we deem it necessary or prudent to do so:

1. In order to preserve the integrity and security of the PharmacyID Identity Services, the data collected from it, or any of our or an Organisation's equipment or systems;
2. For legal reasons, including any change in the law;
3. Due to circumstances beyond our (or an App Provider's or any of our sub-contractors') reasonable control, including disruption to network connections or equipment, loss of ID Verifier services, denial of service attacks, strikes, lock-outs, labour disputes, acts of God, acts of nature, acts of government or their agencies, fire, flood, storm, riots, power shortages or power failure, war, terrorist acts, sabotage, or inability to obtain sufficient labour, raw materials, fuel or utilities; or
4. In order to perform support or maintenance of any infrastructure, systems or software used by us, or

sub-contractors to provide the PharmacyID Identity Services.

We may suspend or terminate an element of the PharmacyID Identity Services if our access to any element of PharmacyID Identity Services that is provided by a third party provider is suspended or terminated.

If we terminate or suspend the PharmacyID Identity Services, your Profile or these Terms, you may not be able to use the Website at all, or such use may be restricted, or you may not be able to access your Profile.

Termination by You

You are under no obligation to continue using the PharmacyID Identity Services. If you no longer wish to use the PharmacyID Identity Services, you may delete your profile and remove all consents.

No limitation of Other Rights

Termination will not affect any rights or remedies which either or us may have otherwise under this document or at law.

Nothing in this clause limits any right we may have pursuant to this document to modify the PharmacyID Identity Services, including by removing any features or to modify or cease offering the PharmacyID Identity Services or any part thereof.

Warranty and Liability

You acknowledge and agree that:

1. The PharmacyID Identity Services and the Website are provided on an 'as is' and 'as available' basis;
2. Unless otherwise specified in these Terms or agreed pursuant to a separate written agreement between you and us, we will not be obliged to provide support for the PharmacyID Identity Services or Website, whether by providing advice, training, error-correction, modifications, updates, new releases or enhancements or otherwise, or to provide any hosting, telecommunication, internet or other services in relation to your use of the PharmacyID Identity Services;
3. The PharmacyID Identity Services and Website cannot be guaranteed to be error-free, and the existence of any such errors will not constitute a breach of these Terms; and
4. You use the PharmacyID Identity Services and Website at your own risk.

Except as expressly provided to the contrary in these Terms, we will not be liable to you for any loss, including special, indirect or consequential damages, or claim, arising directly or indirectly from:

1. The supply of a defective PharmacyID Identity Services;
2. A failure to provide the PharmacyID Identity Services or any part thereof;
3. Errors or interruptions occurring in the course of using, or as part of, the PharmacyID Identity Services or Website;
4. Corruptions to or loss of data in connection with the PharmacyID Identity Services;
5. Any suspension or discontinuance of the PharmacyID Identity Services or Website;
6. Any use of the PharmacyID Identity Services by other users or any Organisation, including any use in a manner which contravenes these Terms; or

7. A breach of these Terms.

You may have rights under the Australian Consumer Law, including the Consumer Guarantees, which cannot lawfully be excluded and nothing in these Terms has the effect of excluding, restricting or modifying such rights and Consumer Guarantees. Where the law implies a warranty into these Terms of Use which may not lawfully be excluded (in particular warranties under Australian Consumer Law) our liability for breach of such a warranty will be limited to, if applicable, either supplying the services again or payment of the cost of having the services supplied again.

You acknowledge that you have exercised your independent judgment in acquiring the PharmacyID Identity Services and have not relied on any representation that we have made which has not been stated expressly in these Terms or upon descriptions or illustrations or specifications contained in any document including catalogues or publicity material that we have produced.

You will indemnify us and hold us harmless fully against all liabilities, costs, losses, claims and expenses which we may incur to a third party as a result of your breach of any of the provisions of these Terms.

Privacy

You agree that we can collect your Personal Information so that you can be provided with identity checking services, (which may include visa entitlement verification check), facilitated through the PharmacyID Identity Services. Without this information, your ID Documents cannot be validated and the PharmacyID Identity Services and any related services cannot be provided.

We collect information when you use the Website. For example:

1. We collect Personal Information such as your name, and address from you when you use the PharmacyID Identity Services;
2. We may collect information from an ID Document which you use to authenticate your identity or complete a visa entitlement verification check;
3. We may collect your email address and or mobile number for validation purposes;
4. When you use the PharmacyID Identity Services to verify your identity or complete a visa entitlement verification check for an Organisation, we, or our third party provider may, collect information about this process, including the details of queries and responses submitted through a check.

You acknowledge that information about the ID Documents that you provide may be given to ID Verifiers such as the Australian government and other issuing authorities to confirm whether it matches information held by the authority or entity that issued the ID Document. You agree that the ID Verifiers can give us information about whether there is a match, and that we can use that match information in providing our identity checking services. If we offer checking of an ID Document issued overseas and you provide such an ID Document in connection with the PharmacyID Identity Services, you agree that information may be transferred internationally for the purpose of this identity checking process, and that we may use third party systems and services as we engage with government ID Verifiers.

We may hold some information about Australian and non-Australian residents as a result of the provision of our services. We may use this information to assist in checking details of information about your identity and/ or complete a visa entitlement verification check. Details checked in this way may be disclosed to participating Organisations who access the PharmacyID Identity Services with your consent to authenticate your identity and/ or complete a visa entitlement verification check. By registering a Profile, you agree that we may link some details of this information to your Profile, which helps us keep your registered information up-to-date.

We will disclose your information to some other Third Party Identity Verifiers (including BioID, Azure Face Match, DVS, ACIC and Department of Immigration and Border Protection,) to assist in the administration of the PharmacyID Identity Services and in order to verify your details, and may collect some Personal Information from them.

Where you have consented to have your identity checked for an Organisation, we provide to the Organisation some

Personal Information that has been checked, which may include your name, address, email address and date of birth, and whether a match has been confirmed by government ID Verifiers. We do not provide to the Organisation copies of ID Documents, identification numbers used on ID Documents, or details of the authentication sources used to check your identity, unless we have your express consent. If we reasonably believe that any information provided to an Organisation was or has become incorrect, misleading or out-of-date, we may inform the Organisation and provide corrections or details of our concerns. You should check the privacy policy for each Organisation before you agree for us to provide the Organisation with information about your identity.

In cases where the identity checking process needs to be completed in person (for example, at a PharmacyID pharmacy location), we may retain the information you provided through the Website, including your Personal Information, for a limited period to allow you time to complete the process. If you do not complete the process within the timeframe we specify, we will discard the information you provided. If you continue the process:

1. Your information may be disclosed to the PharmacyID pharmacy location or pharmacist that assist you;
2. Information you provide to the PharmacyID pharmacy location may be collected and processed as part of the PharmacyID Identity Services; and
3. The information received or collected by the PharmacyID pharmacy location or pharmacist may be stored on the PharmacyID website.

Where we check an ID Document, we may retain your Personal Information and details from the ID Document as well as details of the check we performed and the result of the check for audit and assurance purposes. We do not store images of ID Documents.

If you register a Profile:

1. We may store some information, including your name, date of birth, email address and address, and ID Document numbers, in an encrypted form and will only share them with your express consent in connection with your future use of the PharmacyID Identity Services;
2. We may also store other Personal Information, information about the types of ID Document you have checked with PharmacyID Identity Services and information collected from ID Verifiers for your future use of the PharmacyID Identity Services;
3. When you add an additional ID Document to your Profile, we will use your Personal Information to compare the additional ID Document details against previously added ID Documents, to ensure that they match and to enable us to return an error message to you if they do not match;
4. We may disclose information we have collected about you in connection with the PharmacyID Identity Services (including Personal Information) to third parties, with your consent.
5. You consent to us creating a biometric template from the data collected from the PharmacyID Identity Services. For example, we may use biometric templates to verify your Profile Image by comparing it with other images. The biometric templates.

Following initial registration of a Profile, when checking an ID Document we will retain a record of your Personal Information and details from the ID Document you provided us to carry out the check (such as ID Document numbers, your date of birth), so that you can access this information at a later date. You acknowledge and agree that the Personal Information you supplied to PharmacyID to carry out a point in time identification verification was validated against sources that are not controlled by PharmacyID. If the details of your ID documents have changed from the Personal Information you supplied to PharmacyID when the check was fulfilled, and you wish to correct any details, you should engage directly with the custodians of that information (for example, VicRoads and Department of Foreign Affairs and Trade).

Your information will be used to check your identity or complete a visa entitlement check for an Organisation only with your specific consent. You may give the consent to us through the PharmacyID Identity Services via the

Website, or directly to the Organisation. If you do not use the PharmacyID Identity Services to check your identity to any Organisation for an extended period, the information stored in your Profile may be deleted.

You hereby authorise us to disclose the information we hold about you and grant access to your Profile to law enforcement and government authorities and agencies in accordance with their lawful requests. If your use of PharmacyID Identity Services is as part of a TDIF Regulated Transaction, this includes disclosure to the TDIF Oversight Authority. You also understand that if you are not entitled to be in Australia, the Commonwealth Government may use the information obtained from the visa checking element of the PharmacyID Identity Services, to locate you.

We process and store Personal Information obtained as part of the PharmacyID Identity Services on our secure servers located in Australia. Personal Information would only be likely to be processed outside Australia if you authorise a foreign Organisation to access your information for PharmacyID Identity Services purposes, or where you seek to authenticate your identity using a foreign-issued ID Document that we accept.

Your Personal Information will be collected and handled securely, and only for the purpose of checking your identity or facilitating that checking process. Your Personal Information is handled in accordance with the PharmacyID Privacy Policy which outlines how to access and/or correct your Personal Information or make a privacy-related complaint. For more information please email support@pharmacyid.com.au.

Intellectual Property

PharmacyID and its licensors retain all right, title and interest in and to all Intellectual Property rights subsisting in the Website and PharmacyID Identity Services and any other Intellectual Property created in connection with these Terms or your use of the PharmacyID Identity Services. You agree to do anything necessary to assign any such Intellectual Property rights to us. You may not use any such Intellectual Property, other than as necessary for your use of the PharmacyID Identity Services, without our express written consent.

These Terms do not constitute a transfer or conveyance of any Intellectual Property owned by us, including but not limited to all Intellectual Property associated with the PharmacyID Identity Services, the Website, and their functionality, features and content, or operate as a future transfer of any Intellectual Property owned by us any time thereafter.

You acknowledge that the Website and materials provided in the course of the PharmacyID Identity Services are protected by copyright and may also be protected as other forms of Intellectual Property owned by us or our licensors. You will not during or at any time after the termination of these Terms undertake or permit any act which infringes or attempts to infringe those Intellectual Property rights. Without limiting the generality of the foregoing, you specifically acknowledge that you must not copy the Website except as otherwise expressly authorised or acknowledged by these Terms.

General

Any disputes between you and any third party, including, without limitation, any Organisation, are to be resolved solely between you and that party.

These Terms are governed by and are to be construed in accordance with the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

If any provision of these Terms is found to be invalid, void or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms which will continue in full force and effect.

All rights not expressly granted in these Terms are reserved.

We shall not be deemed to have waived any of our rights or remedies under these Terms unless such waiver is in writing and signed by one of our authorised officers. No delay or omission on our part in exercising any rights or

remedies shall operate as a waiver of such rights or remedies.

These Terms constitute the entire agreement and understanding between you and us and supersede any and all prior communications, representations, agreements or understandings between you and us with respect to the subject matter of these Terms. You acknowledge and agree that you have not relied on any statement by us which has not been expressly included in this document.

You cannot assign, novate or otherwise transfer any of your rights or obligations under these Terms without the prior written consent of PharmacyID which consent can be granted or withheld in the absolute discretion of PharmacyID. An assignment in breach of this clause is intended by the parties to be void and of no force and effect, and constitutes a breach entitling PharmacyID to terminate these Terms.

PharmacyID can assign or otherwise transfer any of its rights or obligations under these Terms, including novation to a related body corporate (as defined in the Corporations Act 2001 (Cth)), at its sole discretion on written notice to you (including notice via the Website).