



## Octadoc - Terms of use

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The “Octadoc” website located at [www.octadoc.com](http://www.octadoc.com), [app.octadoc.com](http://app.octadoc.com) and [www.octadoc.com.au](http://www.octadoc.com.au) together with all related relevant domains (the “**Website**”) is owned and operated by Iatroz Pty Ltd (ACN 631 364 193) of Suite 13, 17 Karp Court, BUNDALL QLD 4217 (“Iatroz”, “**we**”, “**us**”, “**our**”), and provides template document software services intended for practitioners in the medical industry. By accessing and/or using the Website and our services available via the Website and related services (collectively, the “**Services**”), you agree to these Terms of Use, which include our Privacy Policy (<https://www.octadoc.com/assets/terms-and-conditions/octadoc-privacy-policy.pdf>) (the “**Terms**”).

By your continued use of the Services, you represent that you are authorised to accept these Terms on behalf of any entity for whom you register to use the Services, and are deemed to agree to and accept these Terms. If you do not agree with or understand these Terms, you must not continue to access or use the Services.

We may change our Terms from time to time by publishing changes to them on the Website. We encourage you to check the Website periodically to ensure that you are aware of our current Terms.

### 1. **Registration:**

You must register an account with us to access the Services. Registration requires you to provide us with your name, date of birth, email address, profession, speciality and other information specified in the registration form (“**Registration Information**”), and to select a username and password that will be associated with your account. We will handle all personal information we collect in accordance with our Privacy Policy.

To create an account, you must be:

- (i) at least 18 years of age;
- (ii) possess the legal right and authority to enter into a legally binding agreement with us (whether on behalf of yourself or your organisation);
- (iii) agree and warrant to use the website in accordance with these Terms; and
- (iv) be properly registered or qualified (or an authorised representative of an organisation that is registered or qualified) in the profession you list as your profession when you sign up.

You agree that your Registration Information is true, accurate, current, and complete, and you will promptly update your Registration Information as necessary so that it continues to be true, accurate, current and complete. We may attempt to verify the accuracy of the Registration Information that you have provided and update it as necessary (in which case we will notify you of any proposed updates).

You are responsible for all activity that occurs under your account. If you believe that the security of your account has been compromised, you should immediately change your login credentials through the account settings feature or notify us for assistance. We shall not be liable for any unauthorised access to or use of your account.

## 2. Use of Services and Licence:

The Services are solely intended for use by medical practitioners and other healthcare professionals. By using the Services, you represent and warrant that you have the right, authority, and capacity to agree to and abide by these Terms and that you are not prohibited from using the Services or any portion thereof.

On this basis, we grant you a limited, revocable and non-exclusive licence to access and use the Services strictly in accordance with these Terms (the “**Licence**”). Where you have validly registered an account on behalf of an organisation and have paid for a “group” licence subscription, you may transfer or sublicense your Licence to a limited number of users within your organisation, subject always to the end-user’s compliance with these Terms. You may not otherwise transfer or sublicense your Licence.

You acknowledge and agree that in the event that you authorise or permit any person or entity other than yourself to use the Services via your account, you are responsible for that person or entity’s use of the Services.

## 3. Our Information:

The template forms (the “**Templates**”) and other information that we make available through the Services (collectively, the “**Octadoc Information**”) are intended for medical practitioners and other healthcare professionals only. The Services, including, but not limited to, any Octadoc Information, are not intended to serve as a substitute for your own clinical judgment as a healthcare professional and you should evaluate and independently verify edit, modify, adapt, add detail to, or remove detail from, the information and results from the Services. For the avoidance of doubt, you acknowledge and agree that the Services and any Octadoc Information are not tailored for specific cases and shall never substitute or influence the opinion or diagnosis of a medical professional.

Subject to your compliance with these Terms, you are granted a limited, revocable and non-exclusive licence to view the Octadoc Information and materials made available through the Services.

You shall not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit any part of the Services, including any Octadoc Information, except as expressly permitted in these Terms. All rights not expressly granted herein are reserved to us and our respective licensors, as applicable.

## 4. Your Information:

The Services enable users to submit content into the Templates, which may include, without limitation, text, images, photographs, figures, charts, graphics, reports, data and sound relating to the user or their patients (“**User Data**”). When you submit User Data through the Services you automatically grant to us a perpetual, non-exclusive, worldwide, royalty-free, transferable, sub-licensable licence to store, distribute, transmit, copy and back-up your information and User Data for the purposes of enabling you to access and use the Services and for any other purpose related to provision of services to you or set out in our Privacy Policy.

We may store, delete, alter and amend User Data as we see fit and in accordance with our Privacy Policy at [<https://www.octadoc.com/assets/terms-and-conditions/octadoc-privacy-policy.pdf>].

You agree that you are solely responsible for all User Data that you submit through the Services. You represent and warrant that you either are the sole and exclusive owner of all User Data or you have all rights, licenses, consents and releases that are necessary to grant to us the rights in such User Data as specified in these Terms.

You agree that you will not use the Services to make available User Data that:

- (i) is identifiable personal information of a third party (including in accordance with section 5 below);
- (ii) you do not have the right to make available under any contractual or fiduciary agreement or law;
- (iii) infringes, misappropriates or violates a third party's rights, including but not limited to patents, copyrights, trademarks, trade secrets, moral rights or other intellectual property rights, or rights of publicity or privacy;
- (iv) results in the violation of any applicable law or regulation;
- (v) is unlawful, harmful, obscene, defamatory, threatening, harassing, abusive or slanderous to any other person or entity;
- (vi) promotes harmful discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- (vii) promotes illegal activity;
- (viii) is fraudulent, false, misleading or deceptive;
- (ix) constitutes an advertisement or solicitation of business; or
- (x) contains viruses or other harmful computer code designed to interrupt, destroy or limit the use of any computer software or hardware.

In addition, you agree that you are solely responsible for:

- (i) ensuring that the User Data that you make available through the Services complies with applicable laws including, without limitation, those relating to privacy, and also best clinical and ethical practices; and
- (ii) keeping back up or hard copies of data created or stored on your account, including but not limited to User Data, created or stored via the Services.

#### **5. Non-identifiable Patient Information and Indemnity:**

Prior to submitting any User Data to the Services, you must remove any information that identifies a third party individual or could reasonably enable the identification of a third party individual, including, but not limited to, your patients or other patients of a medical professional. You shall be solely responsible for any claims arising from your failure to de-identify User Data that you submit through the Services and indemnify us from all claims in this respect.

Without limitation to the indemnities at section 14, you agree to indemnify latroz and hold latroz harmless against any loss or damage arising:

- (i) from your failure to de-identify User Data that you submit through the Services; and
- (ii) on the basis that you did not hold appropriate permissions with respect to submitting User Data, or by otherwise submitting any User Data to the Services.

## **6. Patient Notes:**

Through your use of the Services, we may generate patient report notes based on the User Data you have entered into a Template ("**Patient Notes**").

Patient Notes generated by the Services shall be displayed on the relevant Template page for a limited period and shall expire and be cleared once you leave the relevant template page.

Whilst they are available, you shall be permitted to copy, transfer and modify your Patient Notes for your use in accordance with these Terms.

Patient Notes may be stored by us for internal purposes and in accordance with our Privacy Policy.

You shall be solely responsible for:

- (i) ensuring that Patient Notes do not contain any identifiable personal information of a third party;
- (ii) keepings records, back-ups or hard copies of your Patient Notes;
- (iii) evaluating, reviewing, correcting and adjusting any Patient Notes obtained from the Services;
- (iv) your use or misuse of Patient Notes in connection with your treatment decisions or otherwise; and
- (v) your compliance with all laws and standards of professional practice applicable to you and the practice of medicine or other relevant health profession.

## **7. Third Party Information:**

The Services may contain links to third-party websites or resources which are not part of the Services or owned by us. You agree that we are not responsible or liable for these websites and resources including, without limitation, their availability or the content and information that they provide. The inclusion in the Services of third party resources, including links to third party websites, does not imply our endorsement of these resources.

## **8. Payment:**

In consideration for your registration of your account and access to the Services, you agree to pay us the applicable fees as detailed at [www.octadoc.com] (the "**Fee Schedule**") on the terms specified under the Fee Schedule for your relevant subscription level (the "**Subscription Fees**"). Any other fees payable through the Services will be due and payable upon making your relevant purchase.

We may terminate or suspend your access to and use of the Services if the Subscription Fees are not paid in accordance with the Fee Schedule.

We may increase our fees at any time by giving you at least two (2) weeks' notice via your email address provided under your Registration Information. If you do not cancel your subscription in accordance with section 11, then you will be taken to have accepted the increased fees.

Upon full receipt of the first instalment of your Subscription Fees and approval of your subscription application, we will activate your account.

#### **9. Prohibited Conduct:**

You acknowledge and agree that under no circumstances will you (or any individual using your account) engage in any of the conduct that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to the Services, including but not limited to:

- (i) copying, recording, adapting, distributing or re-transmitting any or all of the Services except in accordance with these Terms;
- (ii) using any data-mining, tracking technology, robots, code or similar data gathering or extraction methods on any part of the Services;
- (iii) manipulating or otherwise displaying the Services by using framing or other similar navigational technology;
- (iv) committing any act that would constitute a breach of either the privacy rights (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- (v) using the Services to defame any groups or individuals;
- (vi) uploading files that contain viruses that may cause damage to our property or the property of other individuals; or
- (vii) posting or transmitting to the Website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance; or which is defamatory, racist, obscene, threatening, pornographic or otherwise; or which is detrimental to or in violation of our systems or a third party's systems or network security.

#### **10. Intellectual Property:**

All information (including, but not limited to, Octadoc Information) and material featured or included on the Services, including text, graphics, logos, audio and video recordings (including their underlying works) and software (but excluding User Data) are the intellectual property of Iatroz. All such materials are protected by national and international laws of copyright, trade mark, design, moral rights and similar laws related to the protection of intellectual property.

For the avoidance of doubt, the rights in the name "Octadoc", its logo, trade marks and all related intellectual property are owned and expressly reserved by us.

No logo, trade mark, or copyright material belonging to us or featured on the Services, whether registered or unregistered may be used, reproduced or exploited in any way other than as expressly provided under these Terms, without our prior express permission.

If you believe any materials within the Services infringes upon any copyright or any other intellectual property right that you own or control, please contact us in accordance with section 17.

#### **11. Cancellation and Termination:**

You may cancel your subscription at any time by sending us an e-mail at [support@iatroz.com](mailto:support@iatroz.com). Upon cancellation, you will continue to have access to the Services through the end of your billing period.

You agree that we may, under certain circumstances and without prior notice, discontinue, temporarily or permanently, the Services (or any part thereof) or terminate your account, with or without notice, for any of the following reasons (which are not intended to be exclusive):

- (i) breaches or violations of these Terms or other incorporated agreements or guidelines;
- (ii) requests by law enforcement or other government agencies;
- (iii) a request by you;
- (iv) discontinuance or material modification to the Services (or any part thereof);
- (v) technical or security issues or problems;
- (vi) extended periods of inactivity; and/or
- (vii) your engagement in suspected fraudulent or illegal activities.

You agree that all terminations for cause shall be made at our sole discretion, and we shall not be liable to you or any third party for any termination of your account or access to the Services.

In the event of termination in accordance with the above, we shall cease taking payment of the Subscription Fees at the end of your relevant billing period but will not refund any Subscription Fees taken during the billing period where termination occurs.

For the avoidance of doubt, if payment of your relevant Subscription Fee is not made in accordance with the requirements set out in the Fee Schedule, we may suspend or terminate your use of the Services or the authority for all or any of your authorised representatives to use the Services.

#### **12. Disclaimer:**

TO THE MAXIMUM EXTENT PERMITTED AT LAW THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED AT LAW WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, AND WE MAKE NO

WARRANTY AS TO THE ACCURACY, TIMELINESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED AT LAW, NO INFORMATION PROVIDED THROUGH THE SERVICES OR BY US IN ORAL OR WRITTEN FORM WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOUR RELIANCE UPON THE CONTENT OBTAINED OR USED BY YOU THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK. WE DO NOT PROVIDE MEDICAL ADVICE AND WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TREATMENT, PRODUCTS, PRODUCT USERS, THERAPIES, MEDICINES, SURGICAL TECHNIQUES, TESTS, PHYSICIANS, HEALTHCARE PROFESSIONS OR OPINIONS.

### **13. Liability:**

To the maximum extent permitted at law, in no event will we or any other person or entity involved in creating, developing or delivering the Services be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) arising out of or in connection with:

- (i) these Terms or from the use of or inability to access or use the Services;
- (ii) your use or misuse of the Services or any information provided through the Services;
- (iii) loss of data created or stored on your account, including but not limited to User Data, created or stored via the Services.
- (iv) any communications or interactions with other persons with whom you communicate or interact as a result of your use of the Services,

whether based on warranty, contract, tort, or any other legal theory, and whether or not we, our licensors, our suppliers, or any third parties of latroz are advised of the possibility of such damages.

### **14. Indemnity:**

To the maximum extent permitted at law, except where any loss, liability, claim or demand has been caused or contributed to by an unlawful or fraudulent act or omission by latroz or its subsidiaries or affiliates, you agree to indemnify and hold latroz, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the Services in violation of these Terms or arising from a breach of these Terms or any breach of your representations and warranties set forth above.

### **15. Modifications:**

We reserve the right, at our sole discretion, to modify, discontinue or terminate any of the Services or these Terms, at any time and without prior notice.

If we modify these Terms in a material way, we will provide notice of such modification on the Website or by contacting you directly. By continuing to access or use the Services after we have modified these Terms, you agree to be bound by the modified Terms.

If the modified Terms are not acceptable to you, you agree to immediately stop using the Services.

**16. Miscellaneous:**

- (i) These Terms, and the terms of any other notices or instructions given to you under these Terms, supersede all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and us relating to the Services and the other matters dealt with in these Terms.
- (ii) The failure of us to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.
- (iii) The headings and section titles in these Terms are for convenience only and have no legal or contractual effect.
- (iv) We may, at any time, freely assign, transfer, licence or novate our rights and/or obligations under these Terms. You may not assign, transfer or otherwise sublicense your rights under these Terms other than as permitted in section 2.
- (v) Nothing contained or implied in these Terms makes a party the employee, partner, agent or legal representative of the other party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind another party in any way.
- (vi) These Terms shall operate to the fullest extent permissible at law. If any provision or provisions of these Terms are determined to be unlawful, void or unenforceable, that provision shall be deemed to be severable from these Terms, and shall not be deemed to affect the validity and/or enforceability of any remaining provisions.
- (vii) These Terms shall be governed and interpreted in accordance with the laws of Queensland, Australia, and the parties hereby agree and submit to the exclusive jurisdiction of the Courts of Queensland.

**17. Contacting Us:**

All notices for any communications relating these Terms or the Services should be sent to [support@iatroz.com](mailto:support@iatroz.com) for email, and Suite 13, 17 Karp Court, BUNDALL QLD 4217 by post.