

Service Agreement

1. Governing document

- 1.1 The terms of this document govern the relationship between the user (**you**) and Medical Exchange Link Pty Ltd ACN 607 351 271 (**Meddage**) in respect of provision of the Service by Meddage to you.
- 1.2 Your entitlement to use the Service is conditional upon you agreeing to the terms set out in this document. The Service is offered for use by you on the condition that you read and accept this document and agree to be bound by its terms.
- 1.3 By using or accessing the Service, or creating an Account, you are considered to have accepted the terms set out in this document. If you do not agree with or otherwise do not wish to accept the terms set out in this document, do not use or access the Service.

2 Definitions and interpretation clauses

2.1 Definitions

In this agreement:

Account	means your user account with Meddage for the Service.
Business Day	means a day on which banks are open for business in Adelaide, South Australia excluding a Saturday, Sunday or public holiday in that city.
Fees	means the fees payable for the Service, as specified by Meddage from time to time.
Intellectual Property	<p>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:</p> <ul style="list-style-type: none">(a) any related confidential information, trade secrets, know-how or any right to have information kept confidential;(b) copyright (including future copyright and rights in the nature of or analogous to copyright);(c) trade marks, service marks and other related marks; and(d) 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.

Patient Information	means Personal Information about an individual other than you that is either: (a) disclosed to you; or (b) disclosed by you, via the Service, and includes information about the individual's health.
Payment Processors	means parties nominated by Meddage to receive and process payments on its behalf.
Personal Information	has the meaning as defined in any applicable Privacy Law.
Privacy Law	means the <i>Privacy Act 1988</i> (Cth), or any other legislation, professional obligation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of personal information which is applicable to a party in the performance of its obligations under this agreement.
Service	means the provision of communication and data sharing services by Meddage via the Software, as such services may be updated from time to time.
Software	means the Meddage 'software application' offered by Meddage, as updated from time to time.
User Content	means any content submitted by other users to Meddage, as may be made accessible to you via the Service.
Your Content	means content submitted by you to Meddage in your use of the Service.

2.2 Interpretation

In this agreement unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (e) 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);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 2.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) 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;
- (h) a reference to a document (including this agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Adelaide, South Australia time;
- (k) 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;
- (l) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
- (m) a provision of this agreement 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;
- (n) a reference to a body, other than a party to this agreement (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;
- (o) 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;
- (p) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (q) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day; and
- (r) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

2.3 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

3. Service

3.1 Supply

- (a) Subject to the terms of this document, and in consideration of any applicable Fees, Meddage agrees to supply you with the Service.
- (b) The Service is provided to you on a personal basis, for your own personal use. The Service is non-exclusive to you, and non-transferable.

3.2 Restrictions

- (a) You must not resupply the Service or make the Service available in a manner where it could be used by someone other than you.
- (b) You must not allow anyone else to use the Service on your behalf, or to otherwise access or use your Account.
- (c) Other than as expressly provided in this document or otherwise permitted by law, you must not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any materials provided to you by Meddage as part of the Service, or any part thereof.

3.3 Intellectual Property

Meddage retains all right, title and interest to all Intellectual Property rights subsisting in the Service, the Software, any materials provided to you by Meddage as part of the Service, and any part thereof.

3.4 Changes

- (a) You acknowledge and agree that Meddage:
 - (i) can change the precise nature of the Service;
 - (ii) can add, remove or otherwise alter features of the Service at its sole discretion, and that such changes will not be a breach of this document; and
 - (iii) can offer additional features as part of the Service for a further Fee.
- (b) The terms of this document (as amended pursuant to clause 17.1) will continue to apply the Service, notwithstanding that the Service may have changed.

3.5 Risk

You acknowledge and agree that you use the Service at your own risk.

To the fullest extent permitted by applicable law, Meddage does not accept liability for any claims or losses arising directly or indirectly from:

- (a) a failure to provide the Service, or any part thereof;
- (b) corruptions to or loss of data, errors or interruptions occurring in the course of using, or as part of, the Service;
- (c) any suspension or discontinuance of the Service, or any part thereof; or
- (d) any use of the Service by other users, including any use of the Service by other users in a manner which contravenes this document or any applicable laws or professional obligations.

4. Software

- (a) In order to use the Service, you may also be required to obtain and install the Software. You agree to comply with the End User Licence Agreement for the Software in addition to this document.
- (b) You acknowledge and agree that you may be required to install updates to the Software in order to:
 - (i) continue accessing the Service;
 - (ii) access any new features that may be added to the Service in accordance with clause 3.4.

5. User account

5.1 Requirement

In order to receive the Service you will be required to create and maintain an Account.

5.2 Eligibility

- (a) In order to hold an Account, you must be either a medical practitioner registered with a recognised professional medical body in Australia or a medical student enrolled in a recognised medical school in Australia. By applying for and continuing to hold an Account, you warrant that this is and remains the case.
- (b) You acknowledge, authorise and agree, by applying for an Account, that:
 - (i) we will collect, hold, use and disclose your Personal Information for the purpose of verifying your identity, credentials and employment, and subsequently facilitating your use of the Service; and
 - (ii) we can contact (and if necessary you will confirm consent for us to contact):
 - (A) your employer or medical practice;
 - (B) your educational institution; and
 - (C) the Australian Health Practitioner Regulation Agency,

in order to confirm your identity, credentials and employment, and you consent to us:

- (D) disclosing your personal information to; and
- (E) collecting further personal information about you from, these parties.

5.3 Security

You are responsible for protecting the confidentiality of your Account password and the physical security of your devices logged in to your Account. You must ensure that you do not allow any other person to access your Account. You acknowledge and agree that you will be responsible for any activities engaged in using your Account, whether access is authorised by you.

5.4 Your details

You agree to:

- (a) provide current, accurate and up-to-date information about yourself as required under these terms and conditions; and
- (b) provide notice to Meddage should this information change (including if you cease to be eligible for an Account under clause 5.2).

6. Fees

6.1 Payment

- (a) You agree to pay Meddage all applicable Fees for the Service.
- (b) Your entitlement to use and continue to use the Service will be subject to payment of the relevant Fees by you.
- (c) The Fees may be charged on a recurring basis, and will be payable in accordance with the payment terms notified by Meddage.
- (d) Meddage may offer:
 - (i) the Service (or parts thereof) for a reduced Fee, or without Fee, for a limited period; and/or
 - (ii) elements of the Service without Fee.

In such instances:

- (iii) the terms set out in this agreement continue to apply to your use of the Service;
- (iv) Meddage may introduce Fees for elements of the Service that were previously without Fee;
- (v) Meddage may require you to provide payment details in advance of the end of any free trial period, and commence charging you the Fees at the end of such period unless you terminate in accordance with clause 7.3 prior; and
- (vi) where you decline to pay any applicable Fees, your use of the Service will be limited to those elements (if any) which are offered without Fee;

6.2 Variation of Fees

Meddage reserves the right to vary the amount of the Fees, or introduce new Fees, at its sole discretion. Such variations and new Fees will be effective from the date specified by Meddage but will not be retrospective.

6.3 Payment Processors

- (a) Meddage may use Payment Processors to receive the Fees from you.
- (b) The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processors in addition to this document.
- (c) Meddage is not responsible for error by the Payment Processors.

6.4 Disabling functionality

Without limiting clause 7.2, in the event that you fail to pay the applicable Fees by the due date stipulated by Meddage, Meddage may disable the relevant features and/or functionality provided as part of the Service.

6.5 Refunds

In no circumstances will any fees you have paid to Meddage be refunded to you, except as otherwise expressly specified in this document or required by Australian law.

7. Term

7.1 Term

This agreement continues indefinitely until terminated by either party in a manner expressly permitted by this agreement.

7.2 Termination by Meddage

This agreement can be immediately terminated by Meddage in the following circumstances:

- (a) you are in breach of any term of this document, including any requirement to pay the Fees, or threaten to breach any term of this document;
- (b) you are no longer eligible for an Account in accordance with clause 5.2;
- (c) you, being a corporation, become the subject of insolvency proceedings, or threaten to do so;
- (d) you, being a firm or partnership, are dissolved, or threaten to be dissolved; or
- (e) Meddage ceases to offer the Service, provided that it has first provided reasonable notice to you, and refunds any Fees paid by you in advance for the Service for any periods wherein the Service will not be rendered.

7.3 Termination by you

You may terminate this agreement at any time by notice to Meddage. Such termination will be effective:

- (a) at the end of any period of Service for which you have already pre-paid any Fees; or
- (b) immediately, otherwise (without removing any liability for you to pay the Fees for the period up until termination).

7.4 Effect of termination

- (a) Upon termination, you must cease using, and Meddage may cease to offer you, the Service.
- (b) Termination pursuant to this clause will not affect any rights or remedies which Meddage may have otherwise under this document or at law.
- (c) Nothing in this clause limits any right Meddage may have pursuant to this document to modify the Service, including by removing any features from the Service, or to modify or cease offering the Service or any part thereof.
- (d) Except as expressly provided otherwise in this agreement or required by law, you will not be entitled to the refund of any Fees upon termination of this agreement.

8. Support

Unless otherwise specified in this document or agreed pursuant to a separate written agreement between you and Meddage, Meddage will not be obliged to support the Service, whether by providing advice, training, error-correction, modifications, updates (including to the Software), new releases or enhancements or otherwise, or to provide any hosting, telecommunication, internet or other services in relation to the use of the Service by you.

9. Intellectual Property

9.1 No transfer

This document does not constitute a transfer or conveyance to you of any Intellectual Property:

- (a) owned by Meddage as at the date of this document, including but not limited to all Intellectual Property associated with the Service, the Software, and any associated materials, or operate as a future transfer of any Intellectual Property owned by Meddage at any time thereafter; or
- (b) in any User Content.

9.2 Acknowledgement

You acknowledge that all Intellectual Property rights associated with:

- (a) the Service are held by Meddage; and
- (b) User Content are held by their respective owners.

You will not during or at any time after the termination of this document undertake or permit any act which infringes or attempts to infringe those Intellectual Property rights.

9.3 Indemnity

You will indemnify Meddage fully against all liabilities, costs, losses, claims and expenses which Meddage may incur to a third party as a result of any breach of this clause 9 by you.

10. Your Content

10.1 Intellectual Property

- (a) The Software may allow you to submit Your Content to Meddage. To the extent that any Intellectual Property rights subsist in Your Content, you will retain ownership of these, and are deemed to automatically grant to Meddage a worldwide, perpetual, irrevocable, royalty-free, fee-free, fully transferable and sub-licensable licence to use, reproduce, communicate, exploit and modify Your Content in order to facilitate or improve the Service, or for any other purpose, without compensation to you.
- (b) You further agree not to enforce, and otherwise waive to the fullest extent legally possible, any moral rights that you may have now or in the future in respect of Your Content where used by Meddage or its sub-licensee under clause 10.1(a).
- (c) You warrant that:
 - (i) you own Your Content, or are otherwise entitled to grant the licence set out at clause 10.1(a); and
 - (ii) use, reproduction, communication, exploitation and modification of Your Content by the Meddage or its sub-licensee under clause 10.1(a) will not infringe the Intellectual Property rights or moral rights of any third party.

10.2 Nature

- (a) You agree that you will not submit Your Content that contains:
 - (i) any material or information which you know to be false, untrue, fraudulent, incomplete or otherwise inaccurate;

- (ii) any material or information which is offensive, defamatory, obscene, pornographic, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable;
 - (iii) any unsolicited advertising or promotional material; or
 - (iv) viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware.
- (b) Without limiting 10.2(a)(i), you agree that you will not use the Service to harass, threaten or intimidate other users.
- (c) Without limiting any other abilities that Meddage may have under this document, Meddage reserves the right to remove or suppress any of Your Content where Meddage believes it breaches clauses 10.2(a) or 10.2(b), or where Meddage otherwise believes necessary or desirable at its sole discretion.

10.3 Retention

- (a) You acknowledge and agree that:
 - (i) Meddage is not required to maintain copies of Your Content;
 - (ii) there may be limits on the volume of Your Content that may be stored by Meddage;
 - (iii) you should maintain your own copies of Your Content, including backups thereof, independent of the Service and the Software; and
 - (iv) Meddage is not liable for any deletion, corruption or other loss of data associated with Your Content.
- (b) Without limiting 10.3(a), if this agreement is terminated or you otherwise discontinue your use of the Service, Meddage is entitled to irrevocably delete Your Content or any part thereof at any time, at its sole discretion.

10.4 Patient Information

To the extent that Your Content incorporates Patient Information, or any other Personal Information (including Personal Information about you), clause 15 will apply.

10.5 Communication

Meddage does not warrant the delivery (in whole or in part) of any communications initiated via the Service, and does not accept any responsibility or liability in this respect.

10.6 Indemnity

You will indemnify Meddage fully against all liabilities, costs, losses, claims and expenses which Meddage may incur to a third party as a result of any breach of clauses 10.1 or 10.2 by you.

11. User Content

11.1 Reliance

The Service may enable you to communicate with other users, and receive User Content from them. You acknowledge and agree that:

- (a) Meddage is not responsible for User Content that you may access via the Service, and makes no warranty that it is accurate, up-to-date or complete;
- (b) you must make your own judgement of any User Content, and Meddage presents this User Content to you without exercising any editorial judgement or other consideration, or providing its own medical advice;
- (c) any reliance on User Content is at your own risk; and
- (d) in some instances, it may not be appropriate to rely upon digitised versions of User Content that are provided via the Service; and
- (e) you must conduct your own diligence regarding the health and wellbeing of an individual to the full extent necessary, rather than relying solely on the User Content.

11.2 Disputes

You, and not Meddage, are responsible for resolving any disputes you may have with other users of the Service.

12. Advertising

You acknowledge and agree that:

- (a) the Service may feature advertisements from Meddage and/or third parties;
- (b) Meddage may at its sole discretion introduce advertising into any element of the Service that does not presently contain advertising;
- (c) Meddage is not responsible for the content of any third party advertisements, nor the content of any website or other materials that may be linked to by third party advertisements, and you view such third party websites and materials at your sole risk; and
- (d) any provision of Personal Information to third party advertisers by Meddage will be governed by Meddage's Privacy Policy (see clause 15).

13. Your obligations

13.1 Third party services

- (a) Access to the Service, or parts thereof, may require your device to be connected to the internet or require other third party services.
- (b) Your use of third party services may be subject to fees and separate terms and conditions, and you acknowledge that Meddage is not liable for the activities of any such third parties.
- (c) You must comply with any applicable third party terms of agreement when using the Service. You are responsible for ensuring that your use of the Service 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.
- (d) The Service may contain links (including via advertisements) 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. You acknowledge that 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, and that your use of any third party content or services may be subject to separate terms and conditions.

13.2 Restrictions

You agree that you will not:

- (a) allow any person, whether or not they are a registered medical practitioner or medical student, to use the Service on your behalf, or otherwise use or access your Account;
- (b) attempt to disrupt the normal operation of the Service, or any infrastructure operated by Meddage or other business activities of Meddage;
- (c) attempt to gain unauthorised access to the Service;
- (d) make any automated use of the Service;
- (e) impersonate any other person in using of the Service; or
- (f) use the Service in connection with the actual or attempted contravention of any applicable laws.

14. Security

- (a) Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst Meddage strives to protect such information, it does not warrant and cannot ensure the security of any information transmitted to it by you. Accordingly, any information transmitted to Meddage is transmitted at the risk of the sender. Nevertheless, once Meddage receives transmissions from you, it will take reasonable steps to preserve the security of such information.
- (b) You must take your own precautions to ensure that the process which you employ for accessing the Service does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your devices. For the removal of doubt, Meddage does not accept responsibility for any interference or damage to your devices which arises in connection with use of the Service.

15. Privacy

15.1 Privacy Policy

Meddage undertakes to comply with the terms of its Privacy Policy in respect of the Service. This can be viewed at <https://meddage.net.au/downloads/Meddage-Privacy-Policy.pdf> and this Privacy Policy (as updated from time to time) is incorporated into, and forms part of, the terms of this document.

15.2 Patient Information

- (a) You agree that you will not submit any Patient Information to Meddage without the consent of the individual concerned to:
 - (i) the collection and storage of that Patient Information by Meddage; and
 - (ii) the use of that Patient Information by Meddage to facilitate the Service, including the disclosure of that Patient Information by Meddage to other users of the Service as directed by you; and
 - (iii) Meddage otherwise using and disclosing that Patient Information in the manner set out in its Privacy Policy.
- (b) You must ensure that your collection, use, disclosure, storage and transmission of Patient Information conforms with your statutory obligations under the Privacy Laws, and with any professional obligations and duties that you may have, including all applicable laws and codes of practice with respect to the handling of health information and confidentiality of patient information.
- (c) Meddage will handle Patient Information in accordance with clause 15.1.

15.3 Indemnity

You will indemnify Meddage fully against all liabilities, costs, losses, claims and expenses which Meddage may incur to a third party as a result of any breach of clause 15.2 by you.

15.4 Consent to use of data

- (a) You agree that Meddage may collect, hold, use and disclose any Personal Information about you in the manner set out in its Privacy Policy, and, if necessary, you will confirm your consent to these activities.
- (b) Without limiting (a), you agree that:
 - (i) Meddage may use Personal Information about you for the purpose of developing and/or improving its products (including the Service and the Software) or to provide services (including the Service) or technologies to you;
 - (ii) Meddage may use and disclose Personal Information about you for the purpose of direct marketing, such as to provide you with information about new products, services and promotions either from Meddage, or from third parties which may be of interest; and
 - (iii) you may opt out of direct marketing by notifying Meddage.
- (c) You agree that Meddage may collect and use technical data and related information, including but not limited to technical information about the Software, your devices, system and application software, and peripherals that is gathered periodically. In addition to any other rights it may have to use this information pursuant to its Privacy Policy, Meddage may use this information, to develop or improve its products (including the Service and the Software) or to provide services (including the Service) or technologies to you.

15.5 Anonymised and de-identified information

- (a) You acknowledge and agree that:
 - (i) where information held by Meddage is de-identified, aggregated or otherwise anonymised, it will not constitute Personal Information and will not be subject to the Privacy Laws; and
 - (ii) Meddage may use and disclose such anonymised information for any purposes as it sees fit.

16. Warranty

- (a) You acknowledge that the Service cannot be guaranteed to be error or interruption free and further acknowledge that the existence of any such issues will not constitute a breach of this document.
- (b) Except as expressly provided to the contrary in this document, and to the full extent permitted by applicable law, Meddage will not be liable to you for any loss, including special, indirect or consequential damages (such as loss of profits), or claim, arising out of breach of this document or arising out of the supply of defective Service.
- (c) Without limiting the preceding paragraph, to the full extent permitted by applicable law, Meddage's liability for any term, condition, guarantee or warranty that is implied by law and cannot lawfully be excluded by Meddage, including the consumer guarantees set out in the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and all similar or equivalent legislation, rules and regulations is limited to (at Meddage's option):
 - (i) in the case of goods – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or

- (ii) in the case of services, including the Service – supplying the services again or paying the cost of having the services supplied again.
- (d) Without limiting or affecting any other provision of this document, to the full extent permitted by applicable law, Meddage's maximum aggregate liability to you for any losses you incur or claims you make against us is limited to the sum of the Fees paid to Meddage by you in the preceding 12 months.
- (e) You acknowledge that you have exercised your independent judgment in acquiring the Service and have not relied on any representation made by Meddage which has not been stated expressly in this document or upon descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by Meddage.

17. General

17.1 Amendment

Meddage reserves the right to amend, revise or replace this document from time to time. Amendments, revisions and replacements will be effective immediately upon notice through the Service or posting at <https://meddage.net.au/downloads/Meddage-Terms-of-Service.pdf> unless a later effective date is specified. Continued use of the Service by you following such notification represents your agreement to be bound by the terms of this document as amended, revised or replaced, and your understanding and acceptance of the amended, revised or replaced document.

17.2 Assignment

- (a) You cannot assign, novate or otherwise transfer any of your rights or obligations under this document without the prior written consent of Meddage which consent can be granted or withheld in the absolute discretion of Meddage.
- (b) Meddage can assign, novate or otherwise transfer any of its rights or obligations under this document at its sole discretion, without notice to you.
- (c) An assignment in breach of clause 17.2(a) is intended by the parties to be void and of no force and effect.
- (d) A breach of clause 17.2(a) by you entitles Meddage to terminate this document.

17.3 Waiver

- (a) A waiver of a right, remedy or power by Meddage must be in writing and signed by Meddage.
- (b) Meddage does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.
- (c) A waiver given by Meddage in accordance with clause 17.3(a):
 - (i) is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be construed as a waiver of that obligation or breach on any other occasion; and
 - (ii) does not preclude Meddage from enforcing or exercising any other right, remedy or power under this agreement nor is it to be construed as a waiver of any other obligation or breach.

17.4 Severance

If a provision in this document is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this document for

the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this document.

17.5 Governing law and jurisdiction

- (a) This agreement is governed by and is to be construed under the laws in force in South Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in South Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. 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.

17.6 Further assurances

You agree that you will, at your own expense, do all things and execute all further documents necessary to give full effect to this agreement and the transactions contemplated by it.

17.7 No reliance

You acknowledge and agree that you have not relied on any statement by Meddage which has not been expressly included in this document.

17.8 Entire agreement

This document constitutes the entire agreement between you and Meddage regarding access and use of the Service, and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

As noted elsewhere in this document, use by you of the Software, and other products, devices, software or services may be subject to further terms.

17.9 Exercise of rights

- (a) Unless expressly required by the terms of this document, Meddage is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this document.
- (b) Meddage may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this document. You must comply with any such conditions when relying on the consent, approval or waiver.

17.10 Clauses that survive termination

- (a) Without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination of this document, the following clauses survive the termination of this document:
 - (i) clauses 1 and 2;
 - (ii) clauses 3.2, 3.3 and 3.5;
 - (iii) clause 6.5;
 - (iv) clause 7.4;
 - (v) clauses 8, 9, 10 and 11;
 - (vi) clause 13.2;

- (vii) clauses 14, 15 and 16;
- (viii) clauses 17.4 and 17.5; and
- (ix) this clause 17.10.

- (b) Each indemnity offered by you in this document is a continuing obligation, independent from the other obligations of the parties and survives the termination of this document. It is not necessary for Meddage to incur expense or make payment before enforcing a right of indemnity against you under this document.