

REPORTINJURY™ Terms of Use

1 Use of Application

- 1.1 By accessing or using the Application, you accept these terms and must ensure that all users within your organisation comply with these terms as if they were you. If you do not accept these terms, you must not access or use the Application.
- 1.2 Subject to any third party rights and you paying all relevant licence fees to the Licensor as and when due, the Licensor grants you a non-exclusive, non-transferable licence for the Term for the licensed number of users within your organisation to use the Application in accordance with the User Information for the purpose of sports injury reporting and statistics.
- 1.3 For clarity, the licence under clause 1.2 does not include the right to sublicense to third parties.
- 1.4 Nothing in clause 1.2 authorises you or any users within your organisation to infringe the Intellectual Property Rights or other rights of any third party.
- 1.5 You must not use the Application other than as contemplated by clause 1.2.
- 1.6 For clarity you:
 - (a) must not allow users in excess of the licensed number of users, or any users outside your organisation, to use the Application;
 - (b) must not modify or attempt to modify the Application;
 - (c) must not resupply the Application to any third party, or allow a third party to access the Application (except for clarity those users within your organisation who are licensed to use the Application); and
 - (d) must only use the Application for your own benefit.
- 1.7 You must only use the latest version of the Application and User Information as provided by the Licensor under this agreement from time to time.
- 1.8 You must ensure that all individual users keep safe, secure and confidential their allocated passwords and access codes relating to the Application and do not disclose those passwords and access codes to any other individual or entity.
- 1.9 The parties agree that although copyright in the Application is not infringed in the circumstances contemplated by sections 47D, 47E and 47F *Copyright Act 1968* (Cth), you agree not to:
 - (a) decompile, disassemble or reverse engineer the whole or any part of the Application;
 - (b) use the Application other than as expressly permitted under clause 1.1;
 - (c) make any modification to the Application; or
 - (d) merge all or any part of the Application with any other application.
- 1.10 You acknowledge and agree that:
 - (a) the Application does not, and does not purport to, contain all the information a person may need or require in reporting on, diagnosing or treating any sports injury;
 - (b) the Application does not constitute or form the basis of, and should not be relied upon in connection with any diagnosis or treatment;
 - (c) nothing contained in the Application constitutes medical or other advice;
 - (d) use of the Application does not guarantee any specific outcome, result or benefit, has not been tested in a clinical setting, nor should it be treated as an approved standard of medical or therapeutic care;
 - (e) the Application may not be error free;
 - (f) subject to clause 4.4, the Licensor makes no representation and gives no warranty that the Application will be accurate, complete, free from defects, fit for any particular purpose or function in accordance with the User Information;

- (g) the Licensor makes no representation and gives no warranty that the User Information is complete, accurate or sufficient to explain the operation of the Application; and
- (h) the Application may not be accessible to you at all times during the Term.

1.11 You must not:

- (a) perform any illegal or unlawful acts in connection with use of the Application; or
- (b) use the Application:
 - (i) to create any application in the nature of the Application or allow third parties to do so;
 - (ii) in a way that infringes any third party's Intellectual Property Rights; or
 - (iii) in any other manner that is unacceptable to the Licensor.

2 Feedback

- 2.1 The Licensor may request feedback from you about the Application from time to time during the Term, and you may otherwise provide feedback about the Application to the Licensor at any time during the Term.
- 2.2 You may provide feedback to the Licensor in a variety of formats including by email, over the telephone, in face-to-face interviews or as otherwise notified by the Licensor from time to time.
- 2.3 If you give feedback to the Licensor about the Application, you consent to the Licensor using, sharing and commercialising your feedback and any other materials that you provide to the Licensor as part of providing feedback, in any way and for any purpose.
- 2.4 You acknowledge and agree that you are not entitled to fees or any other payment for providing feedback to the Licensor, including if the Licensor uses the feedback to improve the Application.
- 2.5 For clarity, the Licensor is under no obligation to accept or incorporate your feedback into any improved or future version of the Application.

3 Term and termination

- 3.1 This agreement commences on the date you first subscribe for access to use the Application as agreed with the Licensor in writing and continues for so long as you continue to pay all relevant licence fees to the Licensor as and when due unless terminated earlier under this clause 3.
- 3.2 If you breach this agreement the Licensor may terminate this agreement by notice to you which is effective from the date specified in the notice or, if no date is specified, immediately.
- 3.3 On termination of this agreement:
 - (a) the licence granted to you under clause 1.1 ceases; and
 - (b) accrued rights or remedies of a party are not affected.
- 3.4 You must not use the Application following the termination of this agreement.

4 Liability and indemnity

- 4.1 Subject to clauses 4.3 and 4.4, any liability of the Licensor for any loss or damage, however caused (including by the negligence of the Licensor), suffered by you in connection with this agreement is limited to (at the Licensor's election):
 - (a) resupply of the Application;
 - (b) refund of the fees attributable to the licensing of the Application to you; or
 - (c) \$100.
- 4.2 The limitation set out in clause 4.1 is an aggregate limit for all claims, whenever made.
- 4.3 Subject to clause 4.4 the Licensor is not liable for any Consequential Loss however caused (including by the negligence of the Licensor) suffered or incurred by you in connection with this agreement.

- 4.4 If the *Competition and Consumer Act 2010* (Cth) or any other legislation provides that there is a guarantee in relation to any good or service supplied by the Licensor in connection with this agreement and the Licensor's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 4.1, 4.3 and 4.5 do not apply to that liability and instead the Licensor's liability for such failure is limited to (at the Licensor's election), in the case of a supply of goods, the Licensor replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, the Licensor supplying the services again or paying the cost of having the services supplied again.
- 4.5 You are liable for, and indemnify the Licensor from and against, all loss or damage (including legal costs) however caused suffered or incurred by the Licensor in connection with:
- any breach of this agreement by you;
 - any act or omission by you, including any illegal or negligent act or omission of yours or users within your organisation;
 - any claim or threatened claim by a third party against the Licensor in connection with use of the Application by you or users within your organisation;
 - personal injury or death of any person in connection with use of the Application by you or users within your organisation; or
 - any act or omission by you, users within your organisation or any person acting or purporting to act on behalf of you or those users.
- 4.6 Each indemnity contained in this agreement is a continuing obligation notwithstanding:
- any settlement of account; or
 - the occurrence of any other thing,
- and it is not necessary for the Licensor to incur expense or make payment before enforcing or making a claim under an indemnity.

5 Compliance with laws

You must comply with all applicable laws when using the Application.

6 Confidentiality

You agree to keep confidential, and not to use or disclose, other than as permitted by this agreement, any Confidential Information provided to or obtained by you prior to or after entry into this agreement.

7 Privacy

- 7.1 You must ensure that all Personal Information you provide to us for the purposes of this agreement is accurate, complete and not misleading.
- 7.2 You acknowledge and agree that if the Personal Information you provide to us is incomplete or inaccurate, we may be unable to provide you, or someone else you know with the opportunity to participate in the free trial and use the Application under this agreement.
- 7.3 If you provide the Licensor with Personal Information about other individuals, you warrant that you have obtained the necessary consents from, and made the necessary disclosures to, the relevant individuals for the purpose of disclosing their Personal Information to the Licensor for the purposes of this agreement.
- 7.4 Any Personal Information that you provide to us will be dealt with in accordance with our privacy policy.

8 General

- 8.1 This agreement is subject to the laws of Queensland, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- 8.2 You must not assign, in whole or in part, or novate your rights and obligations under this agreement without the prior written consent of the Licensor.

- 8.3 The Licensor may assign the Licensor's interest under this agreement.
- 8.4 Each provision of this agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- 8.5 This agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.
- 8.6 Where this agreement contemplates that the Licensor may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, the Licensor may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably unless this agreement expressly requires otherwise.

9 Definitions

In this agreement:

| Term | Definition |
|-------------------------------------|---|
| Application | means the Report Injury application for sports injury reporting and statistics, including any update. |
| Confidential Information | means the confidential information of the Licensor which is by its nature confidential and which you know or ought to know is confidential and which relates to the subject matter of this agreement and Intellectual Property Rights and includes information relating to the design, specification, source code, configuration information, benchmark test results, application specific results and observations regarding the quality, performance and features and content of the Application, or the personnel, policies or business strategies of the Licensor, or the terms upon which the Application is being supplied and installed pursuant to this agreement and any trade secrets, information relating to negotiations in connection with this agreement, but excludes information which is public knowledge (otherwise than as a result of breach of this agreement) or that you are required by law to disclose. |
| Consequential Loss | means loss of revenues, loss of reputation, consequential loss, loss of data, loss of profits, indirect loss, loss of actual or anticipated savings, lost opportunities, including, without limitation, opportunities to enter into arrangements with third parties and loss or damage in connection with claims against you by third parties. |
| Intellectual Property Rights | means all industrial and intellectual property rights, both in Australia and throughout the world, including, without limitation, any copyright, trade or service marks, patents, registered and unregistered trade marks, registered designs, trade secrets, knowhow, moral rights, rights in relation to semiconductors and circuit layouts, formulations, components, concentrations, protocols, trade, business or company name, indication or source or appellation of origin, or other proprietary right, or right to registration of such rights. |
| Licensor | means Report Injury Pty Ltd (ACN 603 426 955). |
| Personal Information | means information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not. |
| Term | means the term contemplated by clause 3.1. |
| User Information | means manuals and other printed materials or any other information or directions provided by the Licensor from time to time which are relevant to the Application, including any update. |