

End User Licence Agreement

1 Introduction

- 1.1 These terms and conditions (**Terms**) are entered into between Akuru Pty Ltd (ACN 673 517 578) (**we, us or our**) and you (either (a) an authorised user of an Account Holder who is our client (**Account Holder**); or (b) a Direct Subscriber to the Platform under these Terms), together the **Parties** and each a **Party**.
- 1.2 We provide a cloud-based, software as a service platform where healthcare practitioners can access medical transcription and documentation services, including generation of consultation notes and other clinical note capabilities (**Platform**).
- 1.3 If you are accessing the Platform as an authorised user of the Account Holder, and their agreement with us is suspended or terminated for any reason, your access to the Platform will also be suspended or terminated.

2 Acceptance and Platform Licence

- 2.1 By clicking on "I accept" (or similar button or checkbox) or by using or accessing the Platform, you accept these Terms.
- 2.2 We may amend these Terms at any time, by providing written notice to you. By accepting or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may cease accessing the Platform.
- 2.3 Subject to your compliance with these Terms (and payment of applicable fees where you are a Direct Subscriber), we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 2.4 If you are using the Platform outside of Australia and New Zealand:
 - (a) you are solely responsible for complying with your local laws; and
 - (b) we do not guarantee and expressly disclaim any warranties that the Platform will be compliant with your local laws.
- 2.5 When using the Platform, you must not do (or attempt to do) anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (b) using the Platform or our websites, including Our Intellectual Property, in any way that competes with our business;
 - (c) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
 - (d) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (e) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
 - (f) facilitating or assisting a third party to do any of the above acts.

3 Access to the Platform

- 3.1 You will be required to register on the Platform to access the Platform's features.
- 3.2 Certain features of the Platform may be subject to additional terms and conditions. Where applicable, you will be required to accept such additional terms before accessing those features.
- 3.3 All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 3.4 You agree not to share your login details with any other person. Your login is personal and you must not transfer or provide it to others.
- 3.5 You are responsible for keeping your login details and your username and password confidential and you will be liable for all activity via your login. You agree to immediately notify us of any unauthorised use of your login.

4 AI Systems

- 4.1 You acknowledge and agree that we use Artificial Intelligence (**AI**) Systems in the provision of our Platform. You should be aware of the limitations of the information our AI Systems use to provide you with the Platform. You acknowledge and agree that:
 - (a) AI systems may produce inaccurate, incomplete or misleading outputs;
 - (b) due to the nature of large language models, outputs of the AI Systems may not be unique across users and the AI Systems may generate the same or similar output for other users;
 - (c) we do not guarantee the accuracy, or completeness of any data provided by the AI Systems and we have not verified the accuracy, relevance, and application of the information to your or your patient's personal circumstances; and
 - (d) all AI generated content must be reviewed, verified, and approved by appropriately qualified personnel before being relied upon or used in any professional capacity. You remain fully responsible for all professional decisions, recommendations, and actions taken based on or incorporating AI generated outputs.
- 4.2 Although we use AI Systems, we agree that we will not use any of your confidential information, Personal Information, Your Data or any other data or information provided by you to train, develop, improve or enhance any artificial intelligence or large language models, algorithms or systems, whether owned by us or any third party. However, we may use deidentified and aggregated data derived from Your Data to improve our program and services, provided that such data cannot reasonably identify you. We will never sell your data or use it to train third party models, and we will never use Your Data to

build our own artificial intelligence or large language models.

- 4.3 You remain solely responsible for verifying the accuracy of all AI-generated content and ensuring compliance with your professional standards and regulatory requirements.

5 Fees and Payment (applicable to Direct Subscribers only)

- 5.1 If you are a Direct Subscriber, you agree to pay the applicable fees as set out in our pricing schedule available on our Platform or as otherwise agreed.
- 5.2 Details of our subscription, including features, limitations, fees and billing cycles are set out on our website. You will be billed on a regular basis, as set out on our website, at the beginning of each billing cycle.
- 5.3 We may offer free trials for the access to our Platform. At the end of the free trial, you will either begin to be charged for the access to our Platform or lose access to it (unless you sign up to it as a subscription), as specified in the trial offer you sign up to.
- 5.4 **Cancellation:** All subscriptions continue for the agreed service term (that you selected when purchasing the subscription) (**Service Term**). At the end of each Service Term, provided you have paid all fees owing, your subscription will be automatically renewed for the same term. If you wish to cancel your subscription, please contact us to organise your cancellation. Your cancellation will take effect at the end of your current Service Term, and the subscription will not be renewed (meaning you will need to continue paying all fees due up until your current Service Term ends).
- 5.5 Our payments methods will be set out at the time you purchase the subscription. If you choose to pay your fees using one of our third-party payment processors, you may need to accept their terms and conditions (if this is the case, these will be set out at the time you make payment).
- 5.6 You must not pay, or attempt to pay, any fees due under these Terms or as a result of your use of the Platform by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your bank account, and you confirm that you are either the holder or an authorised signatory of that bank account.
- 5.7 If any fees due under these Terms or as a result of your use of the Platform are not paid on time, we may:
- (a) suspend your access to the Platform; and
 - (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time-to-time, plus 2% per annum, calculated daily and compounding monthly.
- 5.8 You are responsible for paying any levies or taxes associated with your use of the Platform, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf)

6 Our Intellectual Property

- 6.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or large language models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us or our licensors.
- 6.2 We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party.
- 6.3 You must not, without our prior written consent:
- (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

Your Data

- 6.4 As between the Parties, you own all Intellectual Property Rights in:
- (a) all Intellectual Property created, owned or licensed by you; and
 - (b) the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you into the Platform or stored by the Platform, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with these Terms,
- (Your Data).
- 6.5 Your Data does not include analytics, or any data or information that is generated as a result of your usage of the Platform that is a back-end or internal output or an output otherwise generally not available to users of the Platform.
- 6.6 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence to use, copy, transmit, store, backup, and access Your Data solely for the purposes of:
- (a) providing and improving the Platform;
 - (b) performing our obligations under these Terms;
 - (c) enabling you to access and use the Platform;

- (d) diagnosing problems with the Platform; and
- (e) developing other services, provided we de-identify Your Data.

6.7 You represent, warrant, acknowledge and agree that you have all necessary rights to provide Your Data to us, and that our use of it as contemplated by these Terms will not violate any laws or third-party rights, including Intellectual Property, privacy, or publicity rights.

7 Confidential Information

- 7.1 While using the Platform, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree to not misuse or disclose such confidential information.
- 7.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.

8 Privacy

- 8.1 We will handle all Personal Information in accordance with our Privacy Policy and applicable Privacy Laws.
- 8.2 If you share, upload or otherwise provide us with access to Personal Information (including but not limited to patient consultations and patient medical records) via the Platform or any other means, you warrant and agree:
- (a) to obtain valid consent to share patient Personal Information with us;
 - (b) you will only use the Personal Information in accordance with your or your authorised user's patient's instructions and for the sole purpose for which it was disclosed; ›
 - (c) at all times comply with your professional obligations with respect to the Personal Information of patients that you or your authorised users receive, collect and share; and
 - (d) immediately provide us with evidence to satisfy your or your authorised user's compliance with this clause following our request.

9 Warranties

- 9.1 You represent, warrant and agree that:
- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
 - (b) there are no legal restrictions preventing you from entering into these Terms;
 - (c) you have obtained all relevant consent from any patients before you disclose any of their Personal Information;
 - (d) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
 - (e) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

10 Liability

- 10.1 Despite anything to the contrary, without limiting any rights you may have as a consumer under the Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (Australian Consumer Law):
- (a) neither Party will be liable for Consequential Loss;
 - (b) your failure to obtain consent to share a patient's Personal Information with us;
 - (c) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
 - (d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the amount of any fees paid by you to us during the 12 months immediately preceding the event giving rise to the Liability, and if you have not paid for the Platform, to \$1,000.
- 10.2 Where you are a Direct Subscriber, to the maximum extent permitted by law, you indemnify us from and against any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:
- (a) any breach by you of clauses 6, 7 and 8; or
 - (b) your failure to verify the accuracy of the Outputs generated by the Platform in relation to a consultation.
 - (c) any misuse of the Platform, including but not limited to:
 - (1) using the Platform for diagnostic purposes; or

- (2) relying on the Platform as a substitute for professional medical judgment.

11 Access and Termination

- 11.1 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach. Should we determine that you are in breach of these Terms, your access to the Platform will be terminated immediately.
- 11.2 If you are a Direct Subscriber, you can terminate these Terms at any time by contacting us.
- 11.3 If these Terms are terminated:
- (a) we will retain Your Data for up to 60 days (**Retention Period**). During this period, you may request a copy of Your Data. After the Retention Period, we will securely delete all of Your Data, except as required by law or regulatory requirements. Where Your Data is not deleted due to legal or regulatory requirements, we may deidentify and aggregate such data so that it can no longer reasonably identify you or your patients; and
 - (b) if you are a Direct Subscriber, you are to pay for all subscription provided prior to termination, including fees which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms.

12 General

- 12.1 **Assignment:** You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent.
- 12.2 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 12.3 **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
- 12.4 **Governing law:** These Terms are governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 12.5 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you sign up to the Platform. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 12.6 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

13 Definitions

- 13.1 **AI Systems** means any machine-based system that can, for given sets of objectives, generate outputs such as predictions, recommendations, decisions, or content that can influence the environment it interacts with, and includes generative AI tools, large language models, chatbots, and AI-assisted productivity tools
- 13.2 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 13.3 **Direct Subscriber** means an individual or entity that enters into these Terms directly with us to access the Platform, rather than an authorised user who accesses the Platform through an Account Holder under a separate enterprise or client agreement with us..
- 13.4 **Intellectual Property Rights** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets (including the right to keep confidential information confidential), circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.
- 13.5 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.
- 13.6 **Outputs** means the outputs of our Platform, including transcriptions, consultation notes, referral letters and other documents generated by your use of the Platform.
- 13.7 **Personal Information** means any information or 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 tangible form or not.
- 13.8 **Privacy Laws** means the *Privacy Act 1988* (Cth), New Zealand Privacy Act 2020 and any applicable privacy laws in relation to the Personal Information you disclose to us.

For any questions or notices, please contact us at:

Akuru Pty Ltd (ACN 673 517 578)

Email: info@akuru.com.au