

PHARMA PORTAL TERMS AND CONDITIONS

Last Updated: 2nd of April, 2024 (Updated Version)

1. OWNERSHIP OF DATA AND CONSENT TO USE

1.1 Data Extraction and Ownership

By using Pharma Portal, you agree that Dataology may access your pharmacy systems and extract de-identified data from your Point of Sale (POS) and Dispense systems. All de-identified data derived from these systems is and remains the exclusive property of Dataology Pty Ltd, subject to applicable law.

De-identified data is information from which all personally identifying details-such as names, contact details, and any other direct identifiers-have been removed or masked. In our context, de-identification means that once data is processed, there is no way to retrieve or infer the original person's identity, safeguarding privacy and complying with relevant standards.

Compliance Assurance: De-identification processes used by Dataology comply with Australian Privacy Principles (APPs) and industry best practices, including statistical anonymization, data masking, and aggregation techniques.

1.2 License to Commercialize De-Identified Data

You grant Dataology a perpetual, royalty-free, irrevocable, transferable, and sub-licensable license to use, analyze, reproduce, adapt, publish, and commercialize de-identified and aggregated data extracted from your pharmacy systems.

Use by Commercial Partners: Dataology may provide access to such data to approved third parties, including suppliers, research bodies, and commercial partners, to enhance health and business outcomes across the sector.

Derived Work Ownership: All insights, algorithms, reports, benchmarks, and analytics created using de-identified or aggregated data shall be the exclusive intellectual property of Dataology.

1.3 Foundation Supplier Access to Store-Level Insights

From time to time, Pharma Portal may enable designated foundation suppliers to access store-specific insights and performance data for the purpose of supporting supply chain efficiency, identifying product opportunities, and enhancing their service offerings to participating pharmacies.

Such access will remain subject to applicable privacy and confidentiality standards and is limited to stores that have granted permission for this feature to be active. These insights may include, but are not limited to, stock availability, product performance, pricing accuracy, and promotional compliance.

By agreeing to these Terms, you acknowledge and consent to such access being made available to approved partners for the purposes of:

- Targeting competitor product substitution opportunities
- Delivering data-informed sales support
- Improving stock optimization and brand compliance performance

Dataology reserves the right to manage and revoke access where necessary to maintain platform integrity and user trust.

2. MARKETING CONSENT AND COMMUNICATION

2.1 Consent to Receive Communications

By registering for or using Pharma Portal, you and your authorized users expressly consent to receive marketing and service-related communications from Dataology and its approved partners via channels including but not limited to: SMS, Email, In-app notifications, On-platform alerts, Messaging services.

Authority Acknowledgement: By registering your pharmacy, you confirm that you are authorized to act on behalf of your store and its staff to grant such communication rights.

2.2 Purpose of Communications

Communications may include platform updates, feature announcements, reporting insights, promotional offers, educational material, and research or feedback participation.

2.3 Opt-Out

You may opt out of marketing communications at any time by contacting support@datology.com.au. Note: opting out does not apply to essential service communications.

3. SYSTEM ACCESS AND TECHNICAL REQUIREMENTS

You authorize Dataology to access and interact with your pharmacy systems, including but not limited to installing software, performing integrations, extracting data, and providing reporting functionality through the Platform.

4. CONFIDENTIALITY, SECURITY, AND PRIVACY

All data is encrypted and handled in compliance with the Privacy Act 1988 (Cth). Personally identifiable data

is not collected. Dataology employs secure infrastructure and safeguards to ensure protection of all data handled through the platform.

5. INTELLECTUAL PROPERTY AND USAGE RESTRICTIONS

5.1 Platform Protection

You must not reverse engineer, decompile, disassemble, or attempt to derive any part of the Pharma Portal platform without prior written consent from Dataology.

5.2 Restriction on Format and Method Replication

You must not copy, adapt, or reproduce any part of Pharma Portal's dashboards, analytics models, report layouts, terminology, or system workflows.

5.3 Enforcement Rights

Any breach of these protections may result in termination, legal proceedings, and pursuit of equitable or monetary remedies.

6. TERMINATION

Either party may terminate this Agreement with 30 days' written notice.

Data Retention Rights: Dataology retains full rights to all de-identified or aggregated data collected prior to termination and up until the effective uninstallation of Pharma Portal software.

Continued Use of Historical Data: Dataology may continue to use such de-identified or aggregated data indefinitely for commercial, benchmarking, research, or reporting purposes.

7. DISCLAIMER AND LIABILITY

Pharma Portal provides data-driven advisory insights. These reports do not constitute medical, legal, or financial advice.

To the fullest extent permitted by law:

- Liability is limited to the total fees paid (if any) to Dataology by the pharmacy.
- Dataology disclaims all warranties relating to the accuracy, completeness, or fitness of any report or insight.
- Dataology shall not be liable for any direct, indirect, or consequential damages arising from reliance on any platform insight.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law

This Agreement is governed by the laws of New South Wales, Australia.

8.2 Dispute Resolution

The parties agree to:

1. Attempt resolution through good faith informal discussion.
2. Engage in mediation if a resolution is not reached within 14 days.
3. Pursue legal remedies only if mediation fails.

9. ACCEPTANCE

By using the platform or clicking "Accept", you confirm that you have read, understood, and agreed to be bound by these Terms and Conditions.