

Dataology Website Terms of Use

1. Application of these terms and conditions (Terms of Use)

- 1.1 This web site was developed as a service provided by Dataology Pty Ltd ACN 649 346 092 (**Pharma Portal**) and is owned and operated on behalf of Pharma Portal, under the domain name www.pharmaportal.com.au (**Website**).
- 1.2 By viewing any page on the Website, accessing the Website or otherwise using the Website (including you obtaining any Website Contents and initiating, receiving or otherwise participating in any communications transacted using the Website) (**Using the Website**), you agree to be bound by these Terms of Use and these Terms of Use constitute a legally binding contract between Pharma Portal and you. If you are using the Website on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity and any reference in these Terms of Use to “you” includes that entity.
- 1.3 If you do not agree to be bound by these Terms of Use, you must not Use the Website in any way.

2. Website Content Warranties

Legal Notice

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) *to cancel your service contract with us; and*
- (b) *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service

- 2.1 Pharma Portal provides no express warranty on the Website Content. Pharma Portal notes, though, that you have rights under Statutory Guarantees and you are referred to the discussion of those rights later in this clause 2.

- 2.2 All the Website Content (insofar as it is information presented on the Website) is provided "as is" and is provided for whatever it is worth. By publishing any of the Website Content, Pharma Portal makes no representation regarding, and provides no warranty about, the use, benefit or appropriateness of any Pharma Portal product, particularly for your circumstances and condition.

Information of a technical character concerning Pharma Portal products is made available on the Website. That information is for the guidance only of consumers. Pharma Portal uses its best endeavours to ensure that the Website Content is correct at the date that information is posted on the Website.

- 2.3 Pharma Portal makes no representation regarding, and provides no warranty about, the accuracy, quality, timeliness, completeness, availability, security, or non-infringement of any Website Content.
- 2.4 Pharma Portal assumes no responsibility to you for the consequences of any errors or omissions in Website Content.

3. Statutory Guarantee Rights

- 3.1 The guarantees provided for in Part 3-2 of the Australian Consumer Law, as that term is defined in the Competition and Consumer Law Act 2010 (**Statutory Guarantees**) apply to any goods or services (including any benefit) this Website provides.
- 3.2 To the extent permitted by law, if the Website (including any Website Content) breaches of a Statutory Guarantee, Pharma Portal may:
- (a) provide the services the subject of the breach again or pay an amount to you equal to the cost of having those services supplied again; or
 - (b) replace the goods the subject of the breach or supply equivalent goods (or pay you the cost of the replacement) or repair the goods the subject of the breach (or pay you the cost of the repair).

4. Website Security

- 4.1 Pharma Portal provides no warranty in respect of the strength or effectiveness of any security measures used in respect of or otherwise involved with the Website.
- 4.2 Pharma Portal makes no representation regarding, and provides no warranty that any computer with which you access the Website will not be infected with a virus or be otherwise damaged (**Computer Damage**) if you access the Website or any aspect of the Website.
- 4.3 Pharma Portal will implement reasonable industry-standard administrative, technical and physical safeguards designed to prevent Computer Damage.
- 4.4 Pharma Portal's liability to you for any Loss resulting from or otherwise connected with Computer Damage is excluded, save to the extent that it represents a breach of a Statutory Guarantee, in which case clause 3.2 applies.
- 4.5 Pharma Portal publishes electronic addresses on the Website to facilitate communication relating to its business functions. This is not to be understood as consent by Pharma Portal of the relevant addressees (and Pharma Portal and those addressees provide no such consent) to receiving unsolicited commercial messages or SPAM as referred to in the *Spam Act 2003* (Cth).

5. Hypertext Links to other websites

- 5.1 Hypertext links are provided on the Website to web sites owned and maintained by third parties (**Linked Sites**) for your ease of reference only.
- 5.2 Pharma Portal is not responsible for, and disclaims all liability in relation to, the contents of or available from any Linked Site (Linked Site Content), which is provided and maintained by a third party.
- 5.3 Pharma Portal provides no warranty in respect of any Linked Site, including the accuracy, timeliness or appropriateness of the Linked Site Content. Pharma Portal hereby states that it has not reviewed any Linked Site Content and cannot represent that the Linked Site Content is up to date.
- 5.4 The provision of any hypertext link to a Linked Site does not signify, and should not be understood as, an endorsement, approval, recommendation of, or preference for that Linked Site, any Linked Site Content or the owner of the Linked Site, and is in no way a suggestion or representation that the Linked Site Content is appropriate for your particular circumstances.
- 5.5 You activate any hypertext link on this Website to any Linked Site at your own risk.

6. Analytics

- 6.1 This Website uses technology provided by Google Analytics, a Google Inc. (**Google**) web analytics service, to collect and store data for marketing and optimization purposes. Third-party providers, including Google, place adverts on websites on the internet. Third-party providers, including Google, use stored cookies to place adverts based on a user's previous visits to this website.
- 6.2 A user profile may be created using a pseudonym from this data, and cookies may be used to do this. Cookies are small text files that are stored locally in the cache of the site visitor's internet browser. The cookies enable the recognition of the internet browser. The purpose of cookies is mainly to analyze the use of this website for statistical evaluation as well as for continuous improvements. You can set your browser to partly or completely disable cookies at any time. To disable the tracking web analytics (opt-out), a corresponding add-on can be downloaded from the Google website and installed on any device and browser (<https://tools.google.com/dlpage/gaoptout>).
- 6.3 If you disable cookies, you will no longer have access to all the functions on this website. Data collected with the tracker technology shall not be used to personally identify the user, nor shall it be combined with personal information associated with the bearer of the pseudonym without the explicit consent of the person concerned. Data collection and storage may be rescinded with future effect at any time.

7. Google remarketing

- 7.1 This Website does not, but may in future, employ Google remarketing to advertise Pharma Portal products and services. This function is used to display interest-related advertisements from Pharma Portal to visitors to the Website as part of the Google advertising network.

- 7.2 The Website visitor's browser saves cookies, which are text files that are saved on your computer and enable user recognition, if the user visits websites that are part of the Google advertising network. All data is collected anonymously so that it is not possible to identify specific individuals. If you do not want the Google remarketing function, you can disable this altogether by adjusting the corresponding settings at <http://www.google.com/settings/ads>.

8. Socials

- 8.1 Pharma Portal web pages use the buttons of a variety of social media services. They are recognisable by terms such as 'Facebook', LinkedIn, Follow' or 'Share'. Using these buttons, it is possible to share a post or a page with the relevant social media service or follow Pharma Portal on the corresponding service.
- 8.2 When a user visits a web page on this site that contains one of these buttons, their server establishes a direct connection to the service provider's servers. The content to which the button is associated is sent by the social media service directly to the user's browser. Pharma Portal therefore has no control over, and disclaims responsibility for, any data that a social media service collects via such plug-ins. user's IP address and the URL of the web page in question are sent where the button is present, but these are not used for purposes other than displaying the button.
- 8.3 Using Twitter as an example, further information on this can be found here: <http://twitter.com/privacy>.

9. Communication tools

- 9.1 Should you provide information through any link, portal or other mechanism on or connected with the Website, such as any advertisements, listings, messages, posts or other content you submit, upload or display (User Content), (**User Information**) Pharma Portal:
- (a) does not undertake to monitor, pre-screen, or moderate User Content; and does not undertake to monitor, pre-screen, or moderate User Content; and
 - (b) has no obligation of any kind with respect to that User Content
 - (c) is granted a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free licence to host, store, reproduce, modify, adapt, publish, translate, create derivative works from, publicly perform, publicly display and distribute any of the User Content for the purposes of operating, promoting and improving the Website and Pharma Portal's services.
- 9.2 To the extent permitted by law, you consent to any act or omission by Pharma Portal and its licensees that would otherwise infringe your moral rights in the User Content.
- 9.3 You represent and warrant that you own or have all necessary rights to the User Content and that the User Content and your use of the Website will not:
- (d) infringe any Intellectual Property Rights, privacy, publicity or other rights of any person;
 - (e) be unlawful, false, misleading, defamatory, obscene, harassing, harmful, or otherwise objectionable;

- (f) contain any viruses, malware or other harmful code;
- (g) include personal information of any other person without consent; or
- (h) violate these Terms of Use or any applicable law, and

you consent to Pharma Portal acting in accordance with this Section 9.

10. Liability provisions

- 10.1 Other than as provided for in these Terms of Use, neither Pharma Portal nor any of its officers, directors, employees, contractors or agents is liable to you for any Loss resulting from or otherwise connected with the following:
- (a) this Website and you Using the Website;
 - (b) the Website Content;
 - (c) your use or application of the Website Content;
 - (d) any virus that may infect your computer or any other damages that your computer may sustain whilst you access the Website; or
 - (e) any other security failure by or to the Website,
- whether that liability is based in contract, tort (including negligence), statute or otherwise.
- 10.2 The law may not permit the exclusion or limitation of liability for consequential or incidental damages. Where that is the case, clause 10.1 should be read subject to that exclusion (set out later in this clause 10).
- 10.3 You agree to indemnify Pharma Portal, its officers, directors, employees, contractors, successors, and assigns from and against all Losses resulting from or otherwise connected with any Claim made by a third party regarding, relevant to or otherwise connected with:
- (a) a virus transmitted by or from your computer, unless that virus is contracted from the Website and that results from Pharma Portal's failure to comply with clause 4.3;
 - (b) any representation made by or on behalf of you (whether express or implied) based on the Website Content or any Linked Site Content;
 - (c) you passing on any of the Website Contents to any other person; or
 - (d) your breach of these Terms of Use,
 - (e) any User Content you provide, or
 - (f) your Use of the Website, including any advertising or communications you initiate or you participate in through the Website.
- 10.4 Nothing in these Terms of Use excludes, restricts or modifies, or has the effect of excluding, restricting or modifying, the application of, or your exercise of the Statutory Guarantees or any liability of Pharma Portal for failing to satisfy a Statutory Guarantee in connection with the Website (including the provision of the Website Content), where to do so would have the effect of rendering the relevant provision in these Terms of Use void or otherwise unenforceable. You acknowledge that it is fair and reasonable for Pharma Portal to rely on any limitation of liability afforded to it under this clause 10 and you are adequately compensated accordingly.

11. Availability of the Website

- 11.1 Pharma Portal does not guarantee uninterrupted or error-free access and may suspend or limit access at any time. All electronic services are subject to interruption or breakdown and access to the Website is offered on an “as is” and “as available” basis only.
- 11.2 Pharma Portal may impose or modify restrictions on the use you may make of the Website (including rate limits, storage limits and feature availability) at any time and you agree to comply with those restrictions and you agree to comply with those restrictions.
- 11.3 Pharma Portal may withdraw or disable Pharma Portal the Website or any feature at any time and without notice to users for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms of Use.

12. Intellectual Property Rights and Permitted Use

- 12.1 All Intellectual Property Rights subsisting in or otherwise associated with this Website (and the Website Contents) are owned or licensed by Pharma Portal, unless indicated otherwise, and no ownership rights are assigned or transferred to you by virtue of your access or use.
- 12.2 Except where necessary for, and incidental to, viewing the Website via your web browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or as otherwise agreed by Pharma Portal in writing, no Website Contents may be:
- (a) used or reproduced for commercial purposes;
 - (b) resold;
 - (c) adapted;
 - (d) stored in a retrieval system;
 - (e) uploaded to a third-party location;
 - (f) framed;
 - (g) performed in public;
 - (h) distributed or transmitted in any form by any process (including electronic, mechanical, micro copying, photocopying or recording),
- without the prior written consent of Pharma Portal, which consent must be provided in writing and which Pharma Portal may provide or refuse in its absolute discretion.
- 12.2 If you activate any hypertext link on this Website to a Linked Site, you should comply with the copyright provisions of that web site.
- 12.3 The Website Contents may be used and reproduced for non-commercial, personal or educational purposes if:
- (a) that ownership of the information is appropriately attributed to Pharma Portal;
 - (b) the information is not modified in any way; and
 - (c) all copyright or other notices appearing on the Website in relation to the relevant Website Contents are reproduced with the information.

12.4 All trademarks used on this Website are owned by, or used under licence by, Pharma Portal. Third party trademarks are trademarks of the respective third parties.

13. Privacy

13.1 Pharma Portal may collect, use and disclose personal information about you (or, if you are a corporate entity, about its officers, employees or representatives), which is collected directly from you by you recording that information on the Website and passively through your Use of the Website, including for the purposes of operating the Website, facilitating user communications and advertising, complying with legal obligations, and as otherwise described in the privacy policy.

13.2 Pharma Portal takes your privacy seriously. All information provided by you to Pharma Portal on or through the Website is subject to Pharma Portal's privacy policy, available on the Website.

14. Variation of these Terms of Use

14.1 Pharma Portal may at any time vary these Terms of Use by publishing the varied Terms of Use on the Website, which take effect at the time of publication. Material changes will be indicated on the Website or notified to you, where required by law.

14.2 Pharma Portal is under no obligation to contact or notify you of any variation to the Terms of Use. Pharma Portal will nevertheless endeavour to indicate on the Website that the Terms of Use have changed. A failure to do so does not affect the application or enforceability of the amended Terms of Use.

15. General

15.1 The laws of the State of New South Wales (Australia) apply to these Terms of Use.

15.2 You irrevocably submit to the jurisdiction of the courts of New South Wales.

15.3 The Courts of New South Wales have the non-exclusive jurisdiction to determine any issue, dispute or matter arising or otherwise connected with these Terms of Use.

15.4 If a provision of these Terms of Use is invalid or unenforceable in a jurisdiction:

- (a) it must be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:
 - (i) that provision in another jurisdiction; or
 - (ii) the remaining provisions of these Terms of Use.

15.5 A waiver is effective only if set out in writing and signed by the person charged with that waiver.

15.6 No waiver of any breach or failure to perform has the effect of waiving any rights in respect of any future breach or failure to perform or of any other provision of these Terms of Use.

15.7 All remedies provided for in these Terms of Use are cumulative of and in addition to any other remedy, at law or in equity, which Pharma Portal or you

may have. The exercise of any one or more of such remedies does not preclude the exercise of any other remedies.

16. Glossary

16.1 In these Terms of Use, unless indicated otherwise:

Claim means any claim, allegation, suit, action, demand, cause of action or proceeding (including any prosecution by any Government Agency, in which the Government Agency seeks a pecuniary penalty) made against the party concerned, irrespective of:

- (a) when or howsoever it arises;
- (b) whether or not it is present or future or actual or contingent;
- (c) whether or not it is fixed or unascertained; or
- (d) whether or not it is at law (including under contract or tort), in equity or under statute;

Intellectual Property Rights means any patent, copyright, database, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right, and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights;

Loss means any damage, debt, loss, foregone profit, penalty, fine, expense, liability or costs (whether incurred or contingent);

Website Content means any information available on the Website, including all such text, images and hypertext links to Linked Sites; and

All terms bolded and in italics have the meaning indicated throughout these Terms

16.2 In these Terms of Use, unless the context otherwise requires, a reference to:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes all genders;
- (c) a person (including any party) includes a reference to an individual, company, body corporate, association, partnership, firm, joint venture, trust or Government Agency as the case requires and the person's successors, permitted assigns, executors, administrators, successors and substitutes; and
- (d) a law includes the law as amended, consolidated, supplemented or replaced from time to time.

Headings are for convenience only and must be ignored in interpreting these Terms of Use.