

## SERVICES SUPPLY AGREEMENT

<b>PARTIES</b>	RURAL HEALTH CONNECT PTY LTD ACN 612 857 931 of 212 Quay St, Rockhampton in the State of Queensland <b>(Rural Health Connect, RHC, we, us)</b>
	You, the Consultant. <b>(Consultant, you, your)</b>
<b>DESCRIPTION</b>	RHC provides a Service that allows consultants to connect with clients to provide consultations for health services over the internet using an online booking and video conferencing system. RHC has entered into this Agreement with the Consultant and has agreed to allow the Consultant to access and use the Services on the terms and conditions contained in this Agreement.
<b>DATE</b>	The date signed by the last party.

By clicking "I Agree" on the Website, you agree to entering into an agreement with us, that consists of this cover page and the attached terms, annexures and schedules.

**KEY DETAILS****Rural Health Connect's contact details**

<b>Representative</b>	Megan Gomez
<b>Address</b>	Rural Health Connect Pty Ltd 212 Quay St Rockhampton 4700
<b>Email</b>	info@ruralhealthconnect.com.au
<b>Phone</b>	0408 321 405
<b>Service</b>	
<b>Service</b>	The virtual practice made available to you via the Website and accessible through the Internet or other network to enable you to book and conduct Consultations.
<b>Website</b>	
<b>Website</b>	<a href="http://www.ruralhealthconnect.com.au">www.ruralhealthconnect.com.au</a> (or such other sites as notified to you from time to time)
<b>Term (clause 2)</b>	
<b>Commencement Date</b>	This Agreement will commence on the date set out on the front page.
<b>Relevant Profession (clauses 3.1(a), 5.1(b))</b>	
<b>Relevant Profession</b>	The profession under which you provide services to your Clients. You must advise RHC of your profession.

<p><b>Laws and Registration Requirements</b></p>	<p>Without limiting any part of this Agreement, the Consultant must comply with the following Laws:</p> <ul style="list-style-type: none"> <li>• <i>Privacy Act 1988</i> (Cth);</li> <li>• <i>My Health Records Act 2012</i> (Cth);</li> <li>• <i>Health Practitioner Regulation National Law Act 2009</i> (Qld); and</li> <li>• Psychology Code of Ethics;</li> </ul> <p>The Consultant must also be registered with</p> <ul style="list-style-type: none"> <li>• The National Register of Practitioners; and</li> <li>• Medicare</li> <li>• The Australian Health Practitioner Regulation Agency.</li> </ul> <p>The Consultant must meet Medicare's eligibility requirements for providing sessions by telehealth.</p> <p>Without limiting the above, the Consultant must also be familiar with the governing laws in each State or Territory in which it provides services and must abide by the laws of the State or Territory in which the Client is located at the time of their session.</p>
<p><b>Help Centre (clause 4.1)</b></p>	
<p><b>Contact details</b></p>	<p><a href="mailto:info@ruralhealthconnect.com.au">info@ruralhealthconnect.com.au</a> or such other email address or telephone number as notified by RHC from time to time.</p>
<p><b>Consultancy Fee (clause 6)</b></p>	
<p><b>Consultancy Fee</b></p>	<p>The Consultancy Fee set by the Consultant from time to time using the Services, as displayed on the Website. You set up your Consultancy Fee when you create a profile on the Website.</p>
<p><b>Charges (clause 8)</b></p>	
<p><b>Charges</b></p>	<p>Rural Health Connect will charge a fee of:</p> <ul style="list-style-type: none"> <li>(a) \$10 per month (plus GST) (<b>Monthly Fee</b>); and</li> <li>(b) \$20 set up fee per bulk billed client. This one off fee will be charged after the first successful session. If the client does not attend no fee will be charged</li> </ul>
<p><b>Insurance (clause 14.1)</b></p>	
<p><b>Public liability insurance</b></p>	<p>A limit of indemnity of \$10,000,000.</p>

<b>Professional indemnity insurance</b>	A limit of indemnity of not less than \$5,000,000 for any one claim and in the aggregate \$10,000,000.
<b>Cyber risk</b>	<p>(Recommended but not required) Information technology liability policy (which includes cyber risk and data breach coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.</p> <p>We recommend that you include cyber risk, as described above, as part of your public liability insurance and / or professional indemnity insurance.</p>
<b>Other insurances</b>	Workers Compensation: as required by applicable Law.
<b>Governing Law (clause 19(e))</b>	
<b>Governing Law</b>	Queensland

# Terms and Conditions

## 1. **STRUCTURE**

### 1.1 **Agreement**

(a) This agreement is made up of the following documents:

- (i) clauses 1 to 19;
- (ii) the Key Details;
- (iii) the terms of each Annexure; and
- (iv) any other document which is incorporated into the Agreement by reference, **(Agreement)**.

(b) If the documents forming part of this Agreement are inconsistent and the parties cannot agree on an interpretation, then the documents must be construed in the priority set out in clause 1.1(a).

### 1.2 **Definitions**

The definitions set out in Annexure A apply to this Agreement.

## 2. **TERM**

This Agreement commences on the Commencement Date and continues until terminated in accordance with clause 17 (**Term**).

## 3. **THE SERVICE**

### 3.1 **Use of the Service**

- (a) RHC grants to you a right to access and use the Service via the Website during the Term for the purpose of providing a professional consultancy service to Clients in your Relevant Profession (the **Permitted Purpose**).
- (b) You must not provide any other person with access to the Service under or in connection with this Agreement.
- (c) You acknowledge that you are only permitted to use the Service in accordance with the use restrictions or requirements set out on the Website, including the Terms of Use (the **User Restrictions**). RHC may amend the User Restrictions from time to time by providing you with notice.

### 3.2 **Your account**

- (a) After we have accepted your application to access and use the Service, you will be responsible for creating the Login Information.
- (b) You acknowledges that all Login Information is secret and confidential.
- (c) You must maintain the confidentiality of all Login Information.

### 3.3 **Platform**

- (a) RHC will supply the aspects of its Platform necessary to:
  - (i) provide the Service to you; and
  - (ii) enable you to access and use the Service,in accordance with this Agreement.

### 3.4 **Changes to Services**

RHC may modify or update the Service from time to time. RHC will provide you with reasonable notice of any modification or update to the Service, unless it is impracticable to do so.

### 3.5 **Your obligations**

- (a) You acknowledge that you have read and understood the Terms of Use and will comply with the Terms of Use at all times during the Term.
- (b) You must not:
  - (i) sublicense, assign or transfer your right to access the Service or distribute the Service to any other person (whether for commercial or non-commercial purposes);
  - (ii) except to the extent permitted by applicable law, reproduce or allow any other person to reproduce the Service;
  - (iii) alter, modify or merge the Service with any other information, data or material without the prior written consent of RHC;
  - (iv) except to the extent permitted by applicable law, reverse assemble, reverse compile, reverse engineer or otherwise translate the software comprised within the Service; or
  - (v) grant access to the Service to any other person.

## 4. **SUPPORT SERVICES**

### 4.1 **Remote Support**

- (a) On and from the Commencement Date, RHC agrees to provide high level technical support (**Support Services**) via a support team (**Help Centre**) that is available to Consultants during Business Hours to support your use of the Services.
- (b) The Help Centre may be contacted via the methods set out in the Key Details.
- (c) We will use reasonable endeavours to respond to any Support requests within 48 hours after receiving the request.
- (d) We will provide the Support Services at no additional charge to the Consultant.

### 4.2 **Scheduled Maintenance**

- (a) You acknowledges that RHC may be required to perform scheduled maintenance services on the Platform from time to time in accordance with this Agreement (**Scheduled Maintenance**).

- (b) If it is possible that Scheduled Maintenance will interfere with the normal operation of the Platform, RHC will use reasonable endeavours to notify you in advance of the timing for the Scheduled Maintenance Service.
- (c) RHC will use reasonable endeavours to minimise any outage of, or disruption to, the Platform and the Services during the course of providing Scheduled Maintenance

## 5. YOUR OBLIGATIONS

### 5.1 General

- (a) You must, at your own cost, ensure that any equipment used to access and use the Service and to communicate with the person who has booked an appointment with you (**Client**) is of sufficient technical specification to access and use the Services and to facilitate effective communication with the Client via the Service.
- (b) You must comply with all relevant Laws, including, but not limited to:
  - (i) holding and maintaining all qualifications and professional memberships as required to practice in your Relevant Profession; and
  - (ii) any Laws specifically referenced in the Key Details.
- (c) You must conduct yourself in a professional manner when using the Service and communicating with the Client and must not do anything to harm or damage the Service or the reputation of RHC.
- (d) You must observe all Laws governing your use of the Service and obey all lawful notices and directions given to the you in respect of compliance with Laws.
- (e) You must ensure that no Harmful Code or similar programming effects are introduced into the Platform, as a result of:
  - (i) your use of any Service; or
  - (ii) any of your acts or omissions.

### 5.2 Consultations

You are solely responsible for:

- (a) complying with all applicable Laws when communicating with Clients (including during Consultations);
- (b) creating and maintaining any and all Client notes in relation to the Consultations;
- (c) payment of your own business expenses including, but not limited to, telephone and internet expenses, employee wages and entitlements and insurance premiums;
- (d) payment of all expenses incurred in relation to using the Services and communicating with the Client; and
- (e) ensuring the appointment with the Client (**Consultation**) occurs in accordance with the booking arrangements made by the Client via the Website.

## 6. **OUR OBLIGATIONS**

RHC will:

- (a) Provide the telehealth platform for you to conduct your session.
- (b) Make it possible for clients to select you to deliver their services.

## 7. **PAYMENT**

### 7.1 **Your obligation to pay**

You must pay RHC the Charges in accordance with this clause 7.

### 7.2 **Invoicing**

- (a) RHC will invoice you at the end of each calendar month in which you have used the Service.
- (b) You must make payment of any outstanding amounts due under a tax invoice within the time period set out in the tax invoice (or if no time period is stated, no later than 30 days after receiving the tax invoice).

## 8. **DETERMINING THE CHARGES**

### 8.1 **Method of calculating Charges**

- (a) The Monthly Fee for the Services will be charged at the start of each month.
- (b) The Admin Fee for the Services will be added to the total at the completion of the first session with a client referred via RHC.
- (c) The Charges in the Key Details may be amended by RHC:
  - (i) annually on 1 July of each year, or as may otherwise be required by RHC (acting reasonably), on 30 days written notice; or
  - (ii) where there has been a material change in the cost of RHC providing the Service, on 30 days written notice.
- (d) If you do not agree to any amendment to the Charges under clause 8.1(c), you may terminate this Agreement in accordance with clause 17.1.

## 9. **GOODS AND SERVICES TAX**

### 9.1 **Interpretation**

Terms defined in the GST Law have the same meaning in this clause 9 unless the context otherwise requires.

### 9.2 **Recovery of GST**

- (a) Unless expressly provided otherwise, all amounts and other consideration payable under or in connection with this Agreement (including the Charges) are exclusive of GST.
- (b) If GST is payable on a taxable supply made by a party (the **GST Supplier**) to another party (the **GST Recipient**), the GST Supplier may recover from the GST Recipient the amount of that GST (**GST Amount**) in addition to any consideration otherwise payable or provided for the supply.



- (c) The GST Recipient must make the payment of the GST Amount at the same time and in the same manner as it provides the consideration for the relevant supply subject to the GST Recipient receiving a tax invoice or adjustment note before the due date for payment.
- (d) If a party is entitled to be reimbursed or indemnified under this Agreement for an amount, the amount reimbursed or indemnified is reduced by the amount of GST for which the party has an entitlement to claim an input tax credit. It is to be assumed that there is an entitlement to a full input tax credit on an acquisition associated with the reimbursement or indemnity, unless the party to be reimbursed or indemnified demonstrates otherwise before the date the payment is to be made.

## 10. **CONFIDENTIALITY**

### 10.1 **Disclosure**

The Recipient must keep the Discloser's Confidential Information confidential, during and after the Term, and must not disclose it or allow it to become available to any third party, except:

- (a) with the Discloser's prior written approval;
- (b) as required by law or the rules of any stock exchange on which the Recipient's securities are listed; or
- (c) to the Recipient's Related Entities, officers, agents, employees, professional advisers, insurers and approved subcontractors on a need to know basis for the purposes of performing its obligations, or exercising its rights under this Agreement (**Additional Disclosees**).

### 10.2 **Additional Disclosees**

Confidential Information may only be disclosed by a Recipient to an Additional Disclosee on condition that:

- (a) the Additional Disclosee is made aware of the confidential nature of the information;
- (b) the Additional Disclosee has or is subject to an obligation (whether under Law, as a professional or fiduciary obligation or otherwise under a contract) to maintain the confidentiality of the Discloser's Confidential Information; and
- (c) the Recipient uses all reasonable endeavours to ensure Additional Disclosees comply with the obligations imposed under clause 10.2(b).

### 10.3 **Breaches of Confidentiality**

If the Recipient becomes aware of a suspected or actual breach of this clause by the Recipient or an Additional Disclosee, the Recipient must:

- (a) immediately notify the Discloser of that suspected or actual breach; and
- (b) take reasonable steps and do all things necessary as directed by the Discloser, at its own expense, that are required to prevent or stop the suspected or actual breach.

### 10.4 **Destruction of Confidential Information**

The Recipient will, on demand from the Discloser, destroy, and certify to the Discloser the destruction of, any Confidential Information of the Discloser other than one copy of any

notes and other records that the Recipient is required by Law to retain or any copies on back-up tapes maintained by the Recipient.

## 11. **PRIVACY**

### 11.1 **Compliance with Privacy Laws**

You must ensure that all of your dealings with Personal Information in connection with this Agreement comply with:

- (a) applicable Privacy Laws;
- (b) to the extent that different Privacy Laws apply to you, the obligations applicable to RHC under the Privacy Laws as if they were binding on you; and
- (c) RHC's public privacy policies (as amended from time to time).

### 11.2 **General obligations**

You must:

- (a) obtain all relevant consents from, and provide all relevant notices to, individuals whose personal information is collected by you for the purposes of fulfilling your obligations in connection with this Agreement;
- (b) if reasonably requested by RHC, provide access to any Personal Information acquired from RHC under or in connection with this Agreement;
- (c) take reasonable steps to ensure that Personal Information held by you is protected against misuse, interference, loss, unauthorised access, unauthorised modification and unauthorised disclosure;
- (d) ensure that only Personnel who have a need to deal with Personal Information in connection with this Agreement are given access, only use the Personal Information for the purposes of the Agreement and are aware of, and comply with, your obligations under this Agreement;
- (e) comply with any reasonable request or direction by RHC made for the purpose of RHC complying with:
  - (i) any obligations under the Privacy Laws;
  - (ii) any applicable guideline, recommendation, direction or determination issued by the Office of the Australian Information Commissioner (or such other privacy authority with jurisdiction over either party); or
  - (iii) RHC's privacy policy.
- (f) not disclose, store, handle or transfer any personal information acquired from or on behalf of RHC under or in connection with this Agreement or the Service outside Australia without the prior consent of RHC; and
- (g) immediately notify RHC if you become aware of a breach or possible breach of your obligations in relation to Personal Information under this Agreement and immediately:
  - (i) take such steps as RHC requires to resolve or otherwise deal with the breach or possible breach;

- (ii) follow any reasonable direction from RHC in relation to the breach or alleged breach; and
- (iii) indemnify RHC against any Loss suffered by the other party as a result of a breach by you of your obligations in relation to Personal Information under this Agreement.

## 12. **INTELLECTUAL PROPERTY RIGHTS**

### 12.1 **Website**

- (a) For the avoidance of doubt, and without limiting the Terms of Use, all Intellectual Property Rights in the Website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by RHC.
- (b) Other than as permitted by law or authorised by this Agreement, the Consultant must not:
  - (i) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website or from any information obtained from the Website;
  - (ii) commercialise any information, products or services obtained from any part of this Website; or
  - (iii) use any trademarks owned by RHC or its licensors included on the Website:
    - (A) in or as the whole or part of the Consultant's own trademarks or business name or company name;
    - (B) in connection with activities, products or services which are not the Service;
    - (C) in a manner which may be confusing, misleading or deceptive; or
    - (D) in a manner that disparages RHC or its information, products or services (including the Website).

### 12.2 **Existing Material**

- (a) The Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- (b) RHC grants you a revocable, non-transferrable, non-exclusive licence to use all Intellectual Property Rights in Existing Material provided by RHC in connection with this Agreement during the Term solely to enable you to access and use the Service.
- (c) You grant to RHC a royalty-free, irrevocable, perpetual, transferable, non-exclusive licence during the Term to use the Intellectual Property Rights in Existing Material provided by you as necessary for RHC to provide the Service.

### 12.3 **Intellectual Property Rights in Developed Material**

- (a) The parties acknowledge and agree that all Intellectual Property Rights Developed Material are immediately assigned to and vest in RHC upon creation (with the exception of any Client notes developed by you in connection with a Consultation, in which case you will retain all Intellectual Property Rights in such Client notes).

- (b) RHC grants to you a revocable, non-transferable, non-exclusive licence during the Term to use the Intellectual Property Rights in Developed Material for the sole purpose of performing your obligations under this Agreement.

#### 12.4 **You must notify us of any potential IP Claims**

You must immediately notify RHC if you become aware of any actual or potential infringement of RHC's Intellectual Property Rights.

### 13. **GENERAL WARRANTIES**

#### 13.1 **Mutual warranties**

Each of RHC and the Consultant represents, warrants and agrees to the other that as at the Commencement Date:

- (a) it had full power to execute, deliver and perform its obligations under this Agreement;
- (b) this Agreement constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms by appropriate legal remedy; and
- (c) it will at all times comply with all applicable Laws.

#### 13.2 **Disclaimers**

To the extent permitted by applicable law, all other warranties, representations and conditions, whether express or implied, are expressly disclaimed. In particular, RHC does not make any representation or warranty that your access to the Service will be uninterrupted, error-free, timely or secure.

### 14. **INSURANCE**

#### 14.1 **Required insurance**

- (a) You must effect and maintain the following insurances:
  - (i) public liability insurance, with a limit of indemnity of not less than the amount specified in the Key Details for each and every public liability occurrence;
  - (ii) professional indemnity insurance, with a limit of indemnity of not less than the amount specified in the Key Details for each claim in the aggregate for all claims in any one annual period of insurance and which must be maintained for seven years after the termination or expiry of this Agreement; and
  - (iii) other insurances: any other insurances indicated in the Key Details, in accordance with the terms set out in the Key Details (unless such insurances are only specified as a recommendation, in which case RHC recommends, but does not require, the relevant insurances).
- (b) You must produce on request sufficient evidence of each insurance that you are required to obtain under clause 14.1 is current.

### 15. **INDEMNITIES**

You indemnify the Indemnified Parties against, and must pay the Indemnified Parties on demand, the amount of any Loss which the Indemnified Parties suffer or incur arising out of or in connection with:

- (a) loss of, or damage to, or loss of use of, any real or personal property, or the personal injury, disease or illness (including mental illness) to, or death of, any person, arising out of your use of the Service;
- (b) any Claim by any person (other than RHC) arising out of a breach of this Agreement by you or your Personnel; and
- (c) a breach by you of any data and information security requirements under this Agreement, clause 10.

## 16. **LIABILITY**

### 16.1 **Consequential Loss excluded**

Except under any indemnity in this Agreement, neither party will be liable to the other party, whether under contract, tort, statute or in equity, arising out of or in connection with this Agreement, for any Consequential Loss.

### 16.2 **Our liability to you**

- (a) RHC's maximum aggregate liability to you for Loss sustained by you in connection with this Agreement is limited to an amount equal to the Charges paid and payable by RHC under the Agreement.
- (b) The limit in clause 16.2(a) does not apply in relation to liability for personal injury (including sickness or death) or fraud.

## 17. **TERMINATION**

### 17.1 **Termination for convenience**

This Agreement may be terminated at any time and for any reason by either party by providing at least 30 days' written notice to the other party.

### 17.2 **Mutual termination rights**

Either party may terminate this Agreement in whole or in part by notice in writing immediately, if the other party:

- (a) commits a breach of the Agreement and, where the breach is capable of remedy, a period of 20 Business Days has expired from when the other party notified the first party of the breach without the other party remedying the breach;
- (b) commits a material breach of the Agreement, which is not capable of remedy; and
- (c) becomes, threatens to become, or is in jeopardy of becoming, Insolvent.

### 17.3 **Termination by RHC**

RHC may terminate this Agreement in whole or in part by notice in writing immediately:

- (a) if you engage in wilful misconduct; or
- (b) if you breach any of your obligations under clauses 5.15.1(b), 5.1(c), 5.1(d) or 5.1(e) or clauses 10, 11 or 12.

### 17.4 **Consequences of termination**

Upon termination or expiry of this Agreement:

- (a) you must cease using the Service immediately and return any personal information (as that term is defined in the applicable Privacy Law) or other confidential information provided by RHC in connection with the Agreement or the Service;
- (b) you must pay to RHC any Charges or other amounts due and payable; and
- (c) RHC may revoke access to the Service and deactivate your account, including deleting any Login Information.

18. **NOTICES AND RECORDS**

- (a) Any notice, approval or other direction under this Agreement must be in writing and delivered by hand or by prepaid, registered or certified mail to the address detailed in the Key Details for the Representative or, unless the notice is issued under clause 17, sent by email to the email address of the Representative detailed in the Key Details, or as the party notifies the sender from time to time.
- (b) A notice, approval or other direction received after 5pm (recipient's time) is taken to be received at 9.00am on the next Business Day.

19. **GENERAL**

- (a) **(Assignment and novation)** You must not assign, novate, transfer, mortgage, charge or otherwise deal with or dispose of any of your rights, title or interest in this Agreement without the prior consent of RHC. RHC may assign, novate, transfer, mortgage, charge or otherwise deal with or dispose of any of its rights, title or interest in this Agreement (in whole or in part) without your consent.
- (b) **(Costs)** Each party must pay its own expenses incurred in preparing, negotiating and executing this Agreement.
- (c) **(Counterparts)** This Agreement may be executed in counterparts. Delivery of a counterpart of this Agreement by email attachment constitutes an effective mode of delivery.
- (d) **(Entire agreement)** This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (e) **(Governing law)** This Agreement and any dispute arising out of or in connection with the subject matter of this Agreement is governed by the laws of the place indicated in the Key Details. Each party submits to the exclusive jurisdiction of the courts of that place and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Agreement.
- (f) **(No waiver)** No waiver by RHC of a breach of Agreement by you will constitute a waiver for any subsequent or continuing breach by you.
- (g) **(Subcontracting)** You will not subcontract your obligations under this Agreement without RHC's consent. Where RHC consents to a subcontractor and you subcontract your obligations, you retain prime contract responsibility for all your obligations under this Agreement.
- (h) **(Survival)** Any clause that is expressed, or is by its nature intended, to survive the termination or expiry of this Agreement, and clauses 10 (Confidentiality), 11 (Privacy), 12 (Intellectual property rights), 14 (Insurance), 16 (Liability), 18 (Notices and records) and 19 (General), survive the termination or expiry of this Agreement.

(i) **(Variations)** The Agreement can only be varied by written agreement of the parties.

## Annexure A

### DICTIONARY

The following definitions apply in the Agreement:

<b>Additional Disclosees</b>	is defined in clause 10.1(c).
<b>Agreement</b>	is defined in clause 1.1(a).
<b>Approval</b>	means any permit, consent, authorisation, registration, filing, lodgement, notarisation, certificate, endorsement, permission, licence (including process licences), approval, authority or exemption by, or with, an Authority and including any condition or requirement imposed under any of the foregoing.
<b>Authority</b>	means any government department, local government, governmental or statutory authority, or other party which has a right under a Law to impose a requirement or whose consent is required in relation to the Agreement.
<b>Business Day</b>	means any day other than a Saturday, Sunday or a public holiday in the capital city of the State or Territory that is specified in the Key Details to be the governing law.
<b>Business Hours</b>	means 9.00am to 5.00pm (AEST) on a Business Day.
<b>Charges</b>	means the amount specified in a Key Details, as adjusted from time to time in accordance with the Agreement.
<b>Claim</b>	includes any investigation, notice, complaint, demand, claim, action, litigation, proceeding or judgment arising in connection with this Agreement, whether based in contract, tort, statute or otherwise, and whether or not losses or amounts are liquidated or not, and irrespective of whether any Loss has yet been incurred.
<b>Client</b>	is defined in clause 5.1(a).
<b>Commencement Date</b>	is defined in the Key Details.



<p><b>Confidential Information</b></p>	<p>means any document, materials, information, data or item that:</p> <ul style="list-style-type: none"> <li>(a) relates to the operation, finances or business of the Discloser or its Related Entities;</li> <li>(b) is made available by or on behalf of the Discloser to the Recipient, or is otherwise obtained by or on behalf of the Recipient; and</li> <li>(c) is by its nature confidential, or the Recipient knows, or ought to know, is confidential to the Discloser,</li> </ul> <p>and includes the terms and existence of this Agreement.</p> <p>Confidential Information may be made available or obtained directly or indirectly, and before, on or after the Commencement Date.</p> <p>Confidential Information does not include any document, materials, information, data or item that:</p> <ul style="list-style-type: none"> <li>(a) is in or enters the public domain through no fault of the Recipient, its Related Entities or any of their respective Personnel;</li> <li>(b) is or was made available to the Recipient by a person (other than the Discloser) who is not, or was not then, under an obligation of confidence to the Discloser in relation to that document, material, information, data or item; or</li> <li>(c) is or was developed by the Recipient independently of the Discloser, its Related Entities and any of their respective Personnel, and this Agreement.</li> </ul>
<p><b>Consultation</b></p>	<p>is defined in clause <b>Error! Reference source not found..</b></p>
<p><b>Corporations Act</b></p>	<p>means the <i>Corporations Act 2001</i> (Cth).</p>
<p><b>Consequential Loss</b></p>	<p>means any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity, loss or corruption of data, or cost of finance.</p>
<p><b>Developed Material</b></p>	<p>means any material created, developed or produced by, or for a party, in connection with this Agreement or the Service (and includes all data that is generated from or through the Website, such as Client feedback and information about Client use of the Website).</p>
<p><b>Discloser</b></p>	<p>means a party providing or disclosing Confidential Information.</p>
<p><b>Existing Material</b></p>	<p>means any material which existed prior to entry into the Agreement, or is developed independently of the Agreement and incorporated into any material created in connection with the Agreement.</p>
<p><b>GST</b></p>	<p>has the same meaning in the GST Law.</p>

<b>GST Law</b>	has the same meaning in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Help Centre</b>	is defined in clause 4.1.
<b>Insolvent</b>	<p>means, in respect of a person:</p> <ul style="list-style-type: none"> <li>(a) an administrator being appointed to the person;</li> <li>(b) a Controller or analogous person being appointed to the person or any of the person's property;</li> <li>(c) an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;</li> <li>(d) an appointment of the kind referred to in paragraph (c) being made (whether or not following a resolution or application);</li> <li>(e) the holder of a Security Interest or any agent on its behalf, appointing a Controller or taking possession of any of the person's property (including seizing the person's property within the meaning of section 123 of the PPSA) or otherwise enforcing or exercising any rights under the Security Interest or Chapter 4 of the PPSA;</li> <li>(f) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;</li> <li>(g) an application being made to a court for an order for its winding up;</li> <li>(h) an order being made, or the person passing a resolution, for its winding up;</li> <li>(i) the person: <ul style="list-style-type: none"> <li>(i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or</li> <li>(ii) being unable to pay its debts or otherwise insolvent;</li> </ul> </li> <li>(j) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;</li> </ul>

	<p>(k) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or</p> <p>(l) any analogous event under the laws of any applicable jurisdiction,</p> <p>unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.</p>
<b>Intellectual Property Rights</b>	means any and all existing and future intellectual and industrial property rights throughout the world, whether conferred by statute, common law or equity, including Moral Rights and rights in relation to copyright, trade marks, designs, circuit layouts, plant varieties, business and domain names, trade secrets, patent rights and rights to require that know how be kept confidential (including the right to apply for registration of any such rights) and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.
<b>IP Claim</b>	means a Claim by any person that its Intellectual Property Rights or Moral Rights are being, or may be, infringed by the Deliverables or the use of any material provided under this Agreement.
<b>Key Details</b>	means the part of the Agreement identified as the "Key Details".
<b>Law</b>	means Commonwealth and State legislation including regulations, by-laws or other subordinate legislation, common law and equity, requirements of Authorities and Approvals, and guidelines of the Commonwealth, State and local governments and Authorities.
<b>Login Information</b>	means the username and password which is used by a Consultant to access the Service.
<b>Loss</b>	means any loss, damage, liability or obligation, tax, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense on a full indemnity basis) however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
<b>Moral Rights</b>	means rights of integrity of authorship, rights of attribution or authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in anywhere in the world that may now exist or that may come to exist in relation to the work.
<b>Personal Information</b>	is defined in the Privacy Laws.

<b>Personnel</b>	means officers, employees, agents, contractors and subcontractors engaged by each party (but does not include the other party) (and for the avoidance of doubt, in the case of RHC, excludes the Consultant and any other consultants using the Service).
<b>Platform</b>	means the hardware, software, equipment and network infrastructure necessary to host and provide the Service.
<b>Privacy Laws</b>	means: <ul style="list-style-type: none"> <li>(a) the <i>Privacy Act 1988</i> (Cth);</li> <li>(b) any legislation (to the extent that such legislation applies to RHC or you or any other recipient of Personal Information) from time to time in force in any Australian jurisdiction, or non-Australian jurisdiction (to the extent that RHC, you or any Personal Information is subject to the laws of that jurisdiction), affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and</li> <li>(c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments having the force of law, made or issued thereunder, as amended from time to time.</li> </ul>
<b>Recipient</b>	means a party that acquires Confidential Information from the Discloser.
<b>Relevant Profession</b>	is defined in the Key Details.
<b>Representative</b>	means the person listed as such in the Key Details, or any other person notified by a party to the other party in writing.
<b>Scheduled Maintenance</b>	is defined in clause 4.2(a).
<b>Services</b>	is defined in the Key Details.
<b>Support Services</b>	means the support services set out in clause 4.
<b>Term</b>	is defined in clause 2.
<b>User Restrictions</b>	is defined in clause 3.1(c).

**Website**

is defined in the Key Details.