

Terms & Conditions

May 2021.

The Foxo application (**Foxo**) provides a secure messaging service, referral service and directory of health professionals. Use of Foxo is subject to these Terms of Use.

1 Legal agreement

1.1 These Terms of Use form a legally binding contract between you and Foxo Technology Pty Ltd ("us"/"we") in relation to your use of Foxo. Your use of Foxo means that you accept these Terms of Use. Please read them carefully. If you do not wish to accept these Terms of Use, you must not open or use Foxo and you should uninstall it from your device.

1.2 You must be 18 years of age or over to accept these Terms of Use and to download, install, access or use Foxo.

2 Definitions

2.1 **Account** means the account that you set up to use Foxo.

2.2 **Content** means all material created, submitted, sent and stored by any user of Foxo. This includes all text, data, images and sound files and includes all messages sent and received using Foxo. It does not include content that we make available with the app.

2.3 **Foxo Platform** means the Foxo application made available to you. The Foxo Platform excludes all Content.

2.4 **Integration** means a third party software application that provides data to Foxo.

2.5 **Submitted Content** means all Content that you upload to Foxo (including through an Integration) or create using Foxo, such as messages.

3 About Foxo

3.1 We are the owner and authorised distributor of Foxo.

3.2 Foxo is available for download from the Apple App Store and Google Play Store to compatible devices, subject to these Terms of Use. Foxo may not be available on operating systems and through browsers which are not up-to-date.

3.3 You are responsible for all access to Foxo through your device.

3.4 To use Foxo, you will require internet connectivity and appropriate telecommunication links. We will not have any responsibility or liability for any data usage, connection or other costs you may incur.

3.5 You acknowledge that Foxo is a software provider and is not a healthcare provider. You are responsible for all aspects of all professional and any other services provided by you.

4 Eligible users

4.1 Foxo is designed to be used by health professionals registered in Australia or other jurisdictions. Anyone can create a Foxo account, however you will only have limited functionality until we verify that you are a health professional registered with the applicable registration body in your jurisdiction or are employed by a health organisation supporting a registered health professional.

4.2 Our determination as to whether a user is a registered health professional is in our sole discretion.

4.3 We reserve the right to delete the accounts of individuals we determine are not registered health professionals.

5 Enterprise features

5.1 The base Foxo application ("Lite") is free to download and access. Users with Lite (free version) access have restricted features.

5.2 Additional functionality and features are available through purchase of an "Enterprise" subscription to Foxo.

5.3 If your account is de-activated or deleted during a month for which you have already paid the subscription fee, you are not entitled to any refund.

5.4 Any subscription under an Enterprise arrangement is subject to these Terms of Use, including clauses 9.5 and 10.1.

6 Your use of Foxo

6.1 You must sign up for an Account to use Foxo. To set up an Account, you must use your email address and select a password. You must then submit information about yourself, including your name and gender, work email, position, the hospital/clinic or other health organisation at which you work, AHPRA number (in Australia) or equivalent professional registration number in your jurisdiction (for medical doctors only), Medicare provider number (in



Australia only) or equivalent provider number in your jurisdiction (for medical doctors only), and a profile picture. You must ensure that the information you submit about your identity and about yourself is accurate.

6.2 You are responsible for your use of Foxo and your Account, including your password. You must keep your password secure and not allow anyone else to use your password to access Foxo through your Account.

6.3 We are not liable for any loss that results from any unauthorised use of your Account.

6.4 You must only use Foxo for clinical, healthcare and medical and scientific research-related communications and in accordance with all applicable laws.

6.5 When using Foxo:

- (i) you are responsible for ensuring that each person you connect with (and receive messages from and send messages to) is the person you think they are (i.e. check for false identities);
- (ii) you are responsible for checking that the person or people to whom you send a message is/are correct and are the person or people you intend to send the message to;
- (iii) personal information must only be sent in the course of arranging or providing healthcare services;
- (iv) your use of Foxo must comply with your employer's policies and guidelines (including in relation to the content of messages);
- (v) you should ensure that a patient's medical record is updated with any pertinent information communicated using Foxo;
- (vi) except to update a patient's medical record, you must not attempt to transfer, take a copy of or use Content for a purpose other than arranging or providing clinical and healthcare services to patients, medical and scientific research, and for professional networking.

6.6 You must not:

- (i) commercially exploit Foxo;
- (ii) rent, lease, sublicense, loan, provide, or otherwise make available, Foxo in any form, in whole or in part to any person (except by recommending that they download and use it themselves);
- (iii) copy, reproduce or distribute Foxo in any manner or medium, in whole or in part, or decompile, disassemble, reverse engineer Foxo;
- (iv) connect or combine Foxo with, or incorporate or merge Foxo in, any other programs or software;
- (v) remove, alter, or obscure any product identification, copyright, intellectual property, author attributions, legal notices or other labels of origin or source in Foxo; or
- (vi) alter, modify, enhance or create a derivative work of Foxo;
- (vii) use Foxo in any unlawful or unauthorised manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use;
- (viii) act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into Foxo, any service or any operating system;



- (ix) infringe our intellectual property rights or those of any third party in relation to your use of Foxo, including through your submission of Submitted Content;
- (x) use Foxo to transmit any material that is defamatory, offensive or otherwise objectionable or that breaches the confidence or privacy of any individual;
- (xi) use Foxo in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- (xii) attempt to collect or harvest any information or data from Foxo or our systems or attempt to decipher any transmissions to or from the servers running Foxo.

6.7 You agree and warrant that:

- (i) your use of Foxo, and your Submitted Content, will not infringe any rights of third parties, regardless of where they are located, including but not limited to intellectual property rights, moral rights and privacy rights; and
- (ii) you will use Foxo in accordance with all applicable laws and regulations and will comply with all professional standards, regardless of where you and relevant patients are located; and
- (iii) if you cease to be a registered health professional, or cease to be employed by a health organisation supporting a registered health professional, you will delete your Foxo account and cease using Foxo.

6.8 You must notify us immediately if you become aware of any possible breach in security.

7 Content and Submitted Content

7.1 While your Account is active, you are responsible for managing and retaining your Submitted Content and Content made available to you.

7.2 You retain ownership of your Submitted Content. You grant us a non-exclusive, worldwide, royalty-free, fully-paid, irrevocable, transferable licence to host, cache, store, display, record and copy your Submitted Content solely for the purpose of providing Foxo to you.

7.3 We are not responsible for retaining Content. You should have procedures in place to back up Content in case it is no longer available to you through Foxo.

7.4 We may monitor, collect, use and store usage data, metadata and other anonymous aggregate data regarding your use of Foxo.

7.5 When your account is de-activated or deleted, your Submitted Content will be retained to continue to provide Foxo to other users.

8 Integrations

8.1 If you use any Integrations, you are responsible for ensuring that your use of those Integrations does not contravene any third party terms applicable to your use of the Integration or relevant systems. You indemnify Foxo for any claims against Foxo, or loss suffered by Foxo, if you contravene such third party terms.



8.2 Unless we agree to help you, you are responsible for installation of Integrations.

8.3 We may choose to help you configure, fix or maintain an Integration, however we are not obliged to do so.

8.4 We are not responsible or liable if an Integration, or a system from which it extracts information, is unavailable or defective (including if caused by an update to Foxo). If this happens, you can still manually enter the relevant information in Foxo.

8.5 Your use of Integrations may be subject to separate fees payable to Foxo. If any such fees apply, they will be agreed between you and Foxo in advance.

9 Privacy

9.1 Any personal information that we collect from you through your use of Foxo will be treated in accordance with our Privacy Policy, which you can locate at foxo.com/privacy. We may update our Privacy Policy from time to time, and those changes become effective upon posting. It is your responsibility to review the Privacy Policy for any revisions.

9.2 By downloading, installing, accessing or using Foxo you consent to us collecting and handling any such personal information obtained from or about you in accordance with our Privacy Policy.

9.3 You must comply with all applicable privacy laws (including privacy laws applicable to you regardless of where you and relevant patients are located) when using Foxo and, in particular, when submitting Submitted Content. You indemnify us for any loss suffered by us caused by your failure to comply with applicable privacy laws when using Foxo and submitting Submitted Content.

9.4 When your account is de-activated or deleted, we may continue to use your personal information to continue providing Foxo to other users. Your personal information will be de-identified or deleted when required by, and in accordance with, applicable laws.

10 Suspending or terminating your Account

10.1 Your access to Foxo may be suspended temporarily or de-activated permanently:

- (i) at any time, for any reason and without notice;
- (ii) if you are in breach of these Terms of Use; or
- (iii) if Foxo, in its sole discretion, considers that you are not a registered health professional or are not employed by a health organisation supporting a registered health professional.

10.2 If we suspend or de-activate your account because you breached these Terms of Use, you must not attempt to use Foxo under any other name or user or on any other device.

10.3 You may deactivate or delete your account by visiting your profile from within Foxo or contacting hello@foxo.com.



11 Availability and functionality

11.1 Whilst we endeavour to ensure that Foxo is available 24/7, we exclude (to the fullest extent permitted by law) all warranties, guarantees, representations (whether express or implied) as to the unavailability, currency, accuracy, suitability, functionality or reliability of Foxo or any content we provide in relation to it.

11.2 Due to the nature of the internet, we make no warranty, representation or guarantee that your access to Foxo will be uninterrupted, timely or error-free. We may occasionally need to carry out repairs, maintenance or introduce new facilities and functions, which may result in Foxo being unavailable.

11.3 You must ensure that you can meet your professional obligations if Foxo is unavailable. Foxo is a secure messaging platform and should not be used to exclusively store patient information which should be in a patient file, or to store information which should be in a research database or other research record. We are not liable if, for any reason, Foxo is unavailable at any time or for any period.

11.4 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using Foxo may be read or intercepted by others, even though all transmissions are encrypted.

11.5 Subject to any agreement made with us to the contrary:

- (i) if the need arises, we may suspend access to Foxo, or stop offering it indefinitely, without prior notice, and without liability; and
- (ii) we may also suspend or discontinue components of Foxo functionality at any time, including the availability of any feature, database, or content, without prior notice, and without liability.

12 Changes to Foxo and these Terms of Use

12.1 We may change or update the functionality of Foxo at any time and without notice to you. To continue using Foxo, you may need to download and install the new version. By doing so you agree to be bound by these Terms of Use, as they exist at that time.

12.2 We reserve the right to amend these Terms of Use, from time to time. If we do so, we will notify you when you next access Foxo. If you do not accept the changes to these Terms of Use, you must stop using Foxo and uninstall it from your device. The most up-to-date version of these Terms of Use will be available through Foxo.

13 Links to third party websites

13.1 Links to other websites within Foxo are provided for your convenience. We do not control these other websites and we cannot be responsible for the content or accuracy of the information or other material on these websites.

13.2 The provision of a link to an external website does not constitute an endorsement or approval of that website or any of the products or services on that website. We are not liable for any loss arising from your access to



such sites or content. If you choose to click on a link within Foxo and go to other unaffiliated sites, we are not responsible for the privacy practices of those sites.

14 Independence from platforms

14.1 Foxo is independent of any platform on which it is located. Foxo is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an Operator).

14.2 You and we acknowledge that these Terms of Use are concluded between us only, and not between you and an Operator or any of its subsidiaries. We, and not the Operators, are solely responsible for Foxo and its content to the extent specified in these Terms of Use.

14.3 You acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Terms of Use and may have third party rights to enforce these Terms of Use against you.

15 Intellectual Property

15.1 All intellectual property rights relating to the Foxo Platform are owned by us or our related entities. You acquire no rights or licences in or to Foxo other than the limited right to use Foxo in accordance with these Terms of Use. We reserve all rights not expressly granted under these Terms of Use.

15.2 Subject to your compliance with these Terms of Use, we grant to you a personal, non-exclusive, non-transferable, non-sublicensable, revocable licence to download, install and use Foxo on your device, solely for use by you in accordance with these Terms of Use.

15.3 You must not do anything with Foxo that is not expressly authorised by these Terms of Use.

16 Liability

16.1 Australian consumer law implies certain consumer protection terms into these Terms of Use. In respect of any such implied conditions, warranties or guarantees which we cannot at law exclude, to the extent permitted by law, our liability is limited, at our option, to the replacement, repair or resupply of Foxo, or a refund of the price you pay for Foxo (if any) to you.

16.2 To the maximum extent permitted by law, we exclude all liability for any loss or damage you suffer, whether arising under contract, tort (including negligence), equity, statute or any other cause of action, or otherwise, as a result of your use of Foxo, or any content, information, products or services available on or from Foxo.

16.3 You must comply with all laws applicable to your use of Foxo and the applicable Operator terms and conditions of use.

16.4 You indemnify us and the parties involved in providing Foxo to you from and against all damage, claims, costs, charges and expenses that may be suffered or incurred by us and those parties arising out of your use of Foxo.



17 Disputes

17.1 Before escalating any disputes in relation to these Terms of Use, please provide us written notice of your concerns. We will use all reasonable endeavours to resolve any dispute arising in connection with the Terms of Use as soon as reasonably possible.

17.2 If the dispute is not resolved within 20 business days of us receiving your written notice, the parties may agree to refer the dispute to mediation.

17.3 Unless otherwise agreed, the mediation will be conducted in accordance with the Australian Dispute Centre's Guidelines for Commercial Mediation by a mediator agreed by the parties or appointed by the Australian Dispute Centre.

17.4 Unless the appointed mediator determines otherwise, the costs of the mediation will be shared equally between us and you.

18 Survival

18.1 This agreement ends when your Account is de-activated. Indemnities and terms regarding liability and intellectual property rights survive the termination of this agreement, as do any other terms that expressly, or by their nature, survive termination of this agreement.

19 General

19.1 These Terms of Use are governed by the laws of Queensland, Australia. You and we submit to the non-exclusive jurisdiction of the courts of Queensland and courts in Australia with jurisdiction to hear appeals from those courts.

19.2 If you have any questions, complaints or claims in relation to Foxtel, you should contact us at hello@foxtel.com.

19.3 If we need to contact you we will do so by email or message through Foxtel.

19.4 This version of the Terms of Use is dated May 2021.

