
Steera Platform – Privacy Policy

This Privacy Policy is designed to tell you what will happen to the information you provide through our website, our mobile app, the CareTeam platform, or through any other form of communication with Steera IP Pty Ltd ABN 66 609 007 472 (**Steera, us or we**) or our employees, officers, agents or contractors (each a **Related Party**). Please be sure to read this entire Privacy Policy before using our website, our mobile app, our CareTeam platform, or submitting personal information to us or our Related Parties.

Personal Information

In this Privacy Policy, “personal information” and “sensitive information” have the meanings set out in the *Privacy Act 1988* (Cth) as amended (including the Australian Privacy Principles) (the **Act**). Essentially, personal information is any information about an identified individual or an individual who is reasonably identifiable, whether the information is true or not and whether the information is recorded in a material form or not.

Sensitive information is any personal information about your racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health, genetics, biometrics or biometric templates. We will collect, use or disclose sensitive information about you only as allowed by law, for example where we have received your consent to do so or the collection is required by law.

Any references in this Privacy Policy to “personal information” are references to both “personal information” and “sensitive information”.

Consent

By using our website, our mobile app and the CareTeam platform or otherwise providing us directly, or through others, with personal information, you agree with the terms of this Privacy Policy and consent to the collection, use, and disclosure of that information in accordance with this Privacy Policy, the Act and other applicable privacy laws.

Users under 13 years of age

Our website, our mobile app and the CareTeam platform are not intended for children under the age of 13; however, we will collect and store information that parents provide us about their children, in accordance with this Privacy Policy.

How we collect your personal information

We collect personal information that is necessary to provide you with the services of the CareTeam platform. We may do this in a number of ways, including:

- directly from you, or your kin, when you, or they, provide it to us or our Related Parties;
- from a doctor (including a general practitioner or a specialist) that has treated you; or
- by analysing our own records of your use of our services, websites and applications.

We also may collect your personal information when legally required to do so.

What personal information do we collect?

The type of personal information we collect may include your name, date of birth, address, postcode, telephone numbers, email address and information about how you use our website, our mobile app and the Steera Platform.

If you are using the CareTeam platform as patient, we may also collect health information such as allergies, current conditions, previous medical history, medication history, test results, genetic information, vaccinations, medications, mental health, allied health, interactions with medical care providers, information on how you use our website and applications and your preferences for medical treatment.

If you are using the CareTeam platform as a doctor, we may also collect information about your interactions with other healthcare providers and your recommended medical treatment plans (including decision making or approval records).

If we are not provided with the information that we request, we may not be able to provide the CareTeam platform to you.

Passive information collection

As you navigate through our website and our mobile app and access and use the CareTeam platform, certain information can be passively collected (that is, gathered without you actively providing the information) through various technologies, such as cookies.

Our websites and applications may use and combine such passively collected anonymous information to provide better services to visitors and CareTeam platform users, customise the website, mobile app and CareTeam platform based on your preferences, compile and analyse statistics and trends and otherwise administer and improve the website and applications for your use. Where we combine your personal information with non-personal information, the combined data will be used in accordance with this Privacy Policy, the Act and other applicable privacy laws.

Why do we collect your personal information?

The personal information you provide us may be used for a number of purposes connected with our business operations. In general, we collect, use and disclose your personal information to provide you with our CareTeam platform. Some of the specific purposes for which we collect, use and disclose personal information are to:

- verify your identity;
- facilitate the communication between your general practitioners and specialists and the provision of health services to you, including a more efficient processing of your treatment plans;
- address or respond to any requests from you;
- inform you of existing and proposed products and services used for medical treatment provided by us or our carefully selected business partners;
- better understand your needs in relation to the products and services used for medical treatment;

- compile and analyse statistics and trends in medical treatment;
- inform us about who uses our website, our mobile app and the CareTeam platform;
- compile and analyse statistics and trends and otherwise inform us of how our website, our mobile app and the CareTeam platform is being used;
- support medical, social and population health research; and
- for targeted marketing on our website, our mobile app and on the CareTeam platform.

We may also use your personal information for purposes related to those described above which would reasonably be expected by you.

We will not use your information for purposes other than those described above unless we have your consent or as permitted by law (including for law enforcement or public health and safety reasons).

Sharing your personal information

We may disclose your personal information in certain circumstances, such as where we are required or authorised by law or where you have consented to us doing so.

We also may disclose your personal information to:

- others in accordance with a request made by you;
- our Related Parties;
- your healthcare professionals and other third parties, but only to the extent that you have consented to us doing so; and
- persons engaged in providing us with professional, business, technology and corporate services, when reasonably required.

We may also de-identify and anonymise your personal information, including health information, for the purpose of aggregating it with the de-identified and anonymised information of our other customers in order to provide such information to third parties so that those third parties can use that data for their own internal or commercial purposes.

Unless you consent, we otherwise will not disclose your personal information to third parties other than as set out above.

When making any disclosure to a third party we will take reasonable steps to ensure that the third parties only use your personal information as reasonably required for the purpose we disclosed it to them and in a manner consistent with the Privacy Principles under the Act.

Does my personal information leave Australia?

In the course of our ordinary business operations we may disclose personal information to third parties who are located overseas, including those located in United Kingdom, Europe and United States of America. This is because some of our technology and operational service providers may be located outside of your country of residence. This means that when we use these provider's services, it may involve disclosing your personal information overseas. We only disclose personal information to our overseas service providers when it is necessary for the services they provide to us. Except in some cases where we may rely on an exception under the

Act, we will take reasonable steps to ensure that such overseas recipients do not breach the Privacy Principles in the Act when dealing with your personal information.

Access and correction

You may request access to any of the personal information we hold about you by contacting us as specified below. We reserve the right to charge a reasonable fee for the costs of retrieval and supply of any requested information.

We will take steps to ensure that the personal information we collect, use or disclose is accurate, complete and up to date. To ensure your personal information is accurate, please notify us of any errors or changes to your personal information and we will take appropriate steps to update or correct such information in our possession.

To update or correct your account details on the CareTeam platform, please email us on ***support@steera.com***.

Storage and security

We will take reasonable steps to safeguard your information from loss, misuse, interference, unauthorised access, modification or disclosure.

You should keep in mind that no internet transmission is ever completely secure or error-free. In particular, e-mails sent to or from our website, our mobile app or the CareTeam platform may not be secure. Therefore, sending and receiving information over our website, our mobile app and the CareTeam platform is at your own risk.

We store personal information on computer databases and/or in hard copy and will take reasonable steps (including commercial physical and electronic security measures) to protect any records that we hold which contain your personal information. We destroy your personal information in a secure manner when we no longer need it.

However, except to the extent liability cannot be excluded due to the operation of statute, we exclude all liability (including in negligence) for the consequences of any unauthorised access to, disclosure of, misuses of or loss or corruption of your personal information. Nothing in this Privacy Policy restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

Links to other websites

Our website, our mobile app and the CareTeam platform may contain links or references to other websites and applications to which this Privacy Policy may not apply. You should check their own privacy policies before providing your personal information.

Complaints

If you have any questions or concerns about our collection, use or disclosure of personal information, or if you believe we have not complied with this Privacy Policy or the Act, please contact us as set out below. One of our employees will investigate the complaint and determine whether a breach has occurred and what action, if any, to take.

Steera and our Related Parties will take any privacy complaint seriously and will aim to resolve any such complaint in a timely and efficient manner.

Steera and our Related Parties expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you can also make a formal complaint with the Officer of the Australian Information Commissioner (which is the regulator responsible for privacy in Australia):

Office of the Australian Information Commissioner (OAIC)

Complaints must be made in writing



1300 363 992



Director of Compliance
Office of the Australian
Information Commissioner
GPO Box 5218
Sydney NSW 2001



www.oaic.gov.au

How to contact us

If you wish to exercise your right to opt-out of receiving our marketing materials, or you have any questions or concerns about this Privacy Policy or our information practices (including whether and what type of health information we hold about you), please contact us on ***support@steera.com***.

Changes to this Privacy Policy

Our Privacy Policy may change from time to time as updated on our website. Before providing us with personal information, please check this Privacy Policy on our website for any changes.

This Privacy Policy was last updated 7 March 2023.

Addendum: Information About Others

Where you provide us with personal information relating to other people, it is your responsibility to:

- (a) inform each individual of this Privacy Policy and provide them with a copy or method of accessing this Privacy Policy;
- (b) inform each individual that you are proposing to disclose their personal information to us;
- (c) ensure that, prior to disclosure of an individual's personal information to us the individual agrees to the terms of this Privacy Policy; and
- (d) procure their express consent to the disclosure of their personal information to us.

If an individual does not agree to the terms of this Privacy Policy and provide their express consent to the disclosure of their personal information to us, you must not provide their personal information to us.

By providing us with other people's personal information you warrant that you have complied with this Privacy Policy and all applicable laws regarding such disclosure (including the Act) and you indemnify us and our Related Parties against any and all loss arising directly or indirectly from you disclosing such information.

Additional Terms and Conditions and Privacy Collection Statement for Patients

Thank you for accessing Steera's CareTeam platform. The CareTeam platform facilitates patient management and specialist treatment for various targeted illnesses (including Hepatitis C, prostate cancer or such other illnesses as the platform may target from time to time). It is run by Steera IP Pty Ltd ABN 66 609 007 472 (**Steera, us or we**).

You were signed up to the CareTeam platform by a healthcare professional. When your healthcare professional signed you up for the CareTeam platform they uploaded various forms of personal information (including your name, contact details and preliminary test results) to the CareTeam platform. You gave your healthcare professional express consent to disclose your personal information to us.

1. Consent

By ticking the box in user validation screen, you are providing your express consent to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy, the *Privacy Act 1988* (Cth) and all other applicable privacy laws.

2. Privacy Collection Statement

We are collecting your personal information for the purposes of providing you with our patient management system, the CareTeam platform. If you do not provide us with your personal information this may prevent us from providing you with this service. We may disclose your information to third parties (such as healthcare professionals) including to third parties located in United Kingdom, Europe and United States. Our privacy policy (available at [**steera.com/privacy**](https://steera.com/privacy)) contains information about how you can seek to access or correct personal information we hold about you, how you can make a privacy complaint and how we will deal with a privacy complaint. You can contact us at [**support@steera.com**](mailto:support@steera.com).

3. Notifications

We may send you SMS notification or push notification through our mobile app, for example reminders relating to your treatment plan. If you do not wish to receive such notification, please contact us at [**support@steera.com**](mailto:support@steera.com) or change the notification setting in your mobile device.

4. Liability

You use the CareTeam platform at your own risk. We are not responsible for any services (including medical advice, medical services, treatment and administrative services) delivered by third parties (including doctors, specialists and hospitals) via the CareTeam platform.

We are not liable in any capacity for any claim or allegation made by you about the quality or effectiveness of services medical advice, medical services, treatment and administrative services) delivered by any third party or any other alleged deficiency with the services.

Steera CareTeam Platform – Terms and Conditions

BINDING AGREEMENT

This “Steera - CareTeam Platform Terms and Conditions” document (**Agreement**) is entered into by Steera IP Pty Ltd ABN 66 609 007 472 of Level 2, /766 Elizabeth Street, Melbourne, Vic 3000 (**Steera**) and the individual accepting these Terms and Conditions (**User**) in accordance with **clause 0**.

This Agreement governs the use of Steera’s CareTeam platform (**Service**) which is made available to the User via:

the Internet at **steera.com** or such other Internet address as Steera may determine from time to time (**Website**); and

a mobile app for iOS and Android devices (**App**)

The Service facilitates patient management and specialist treatment for various targeted illnesses (including Hepatitis C, prostate cancer or such other illnesses as the Service may target from time to time). The Service is more particularly described on the Website and the App. To the extent that there is any inconsistency in the Service descriptions on the Website and the App, the descriptions on the Website will prevail.

This Agreement is deemed to be effective on the date that the User applies via the Website or the App to use the Service for the first time and accepts this Agreement.

Steera may update this Agreement from time to time on 20 business days’ notice and will make such updates available on the Website or (if the User accesses the Service through the App) when the User next starts the App. If the User does not agree with any amendments to this Agreement, it must cease the Service and the App and **clause 0** applies.

This Agreement commences on the effective date set out in **clause 0** and continues until the User or Steera terminates this Agreement by giving the other at least 20 business days’ notice of termination (**Term**). Termination will be effective on the date specified in that notice. The User must give any notice of termination by email to **support@steera.com**.

Users accessing the Service through the App will also be bound by the “Additional App User Licence Terms” in the **Schedule** of this Agreement.

USE OF SERVICE

Steera authorises the User on a non-exclusive, non-transferable, revocable basis to access and use the Service via the Website and the App during the Term, subject to the terms and conditions of this Agreement.

SECURITY

The User acknowledges that the username and password given to the User through which it can access and use the Service (**Login Details**) are confidential. The User must ensure that the Service is kept secure from unauthorised access, use or modification, including by keeping the Login Details secure and confidential.

COMPLIANCE WITH GUIDELINES

If Steera issues any user guidelines regarding use of the Service, the User must comply with those user guidelines as amended from time to time.

SUPPORT AND REPORTING UNAUTHORISED USE

If the User experiences any issues accessing the App or the Service, or has any questions in relation to the use of the App or the Service, the User can contact Steera at support@steera.com (**Steera Support**).

If the User suspects its account has been accessed without its authorisation, it must immediately contact Steera Support and must also change its Login Details.

Any unauthorised access to the Service that comes to the attention of the User must be reported to Steera Support.

USER RESPONSIBILITIES

Any information, advice or material provided by the User as part of the Service, or posted to the Service must, to the best of the User's knowledge:

- contain information and facts which are true and accurate;
- not contain anything that is false, misleading or deceptive;
- not infringe the rights (including Intellectual Property Rights) of any person; and
- comply with all laws and regulations.

Nothing in this Agreement requires Steera to independently confirm the accuracy or completeness of any information provided on the Website and the App or as part of the Service, including without limitation, medical information of the Patient and treatment plan. Steera does not offer any advice on which the User should rely. The User should obtain professional or specialist advice before taking, or refraining from, any action on the basis of information provided on the Website, the App or the Service.

The User must comply with all laws in connection with its use of the Service and any reasonable directions given by Steera in relation to the use of the Service.

The User must not:

- grant any person access to the Service, except as permitted under a GP Licence Agreement or any other agreement entered into with Steera;
- use the Service for or on behalf of, or for the benefit of, any person other than the User;
- interfere with or disrupt the integrity or performance of the Service;
- remove any copyright or trade mark notices from any materials provided or made available to the User in connection with this Agreement;
- upload any materials to the Service which are defamatory, obscene, unlawful or infringe the rights of any person (including privacy rights and Intellectual Property Rights);
- reverse engineer, decompile or disassemble or otherwise attempt to derive the source code of the Service or any part thereof;
- send any marketing or advertising material via the Service, or otherwise use the Service for marketing or advertising;
- use data mining or similar data gathering tools or attempt to copy any of the data available via the Service;
- use the Service or any data collected via the Service for research purposes without Steera's written consent; or
- collect data or Personal Information about other users of the Service without the relevant users' express written consent.

The User is responsible for all costs associated with accessing and using the Service, including all telecommunications access charges, network infrastructure, equipment and other software.

MODIFICATION AND SUSPENSION

Steera reserves the right at any time to:

- discontinue or modify any aspect of the Service (including its functionality) without notice; and
- suspend or limit the User's access to the Service at any time, including if the User is in breach of this Agreement or any other agreement that the User and Steera enter into (directly or indirectly).

INTELLECTUAL PROPERTY AND DATA

The User acknowledges that Steera is the owner or a licensee of the Intellectual Property Rights in the Service and all content and data contained in or accessible by the Service and any other materials provided by or on behalf of Steera in connection with this Agreement (**Steera Material**). The Steera Material expressly excludes all materials uploaded to the Service or otherwise made available to Steera in connection with the Service by or on behalf of the User (**User Material**) and material provided by other users of the Service.

Except as expressly set out in this Agreement, no other rights or licences in or to the Service or Steera Material are granted to the User and all such rights are expressly reserved by Steera.

Steera acknowledges that all User Material, and all Intellectual Property Rights in all User Material, is owned or licensed to the User.

The User grants to Steera a non-exclusive, non-transferable, royalty free licence during the Term to use, copy, modify and reproduce the User Material as required in order for Steera to provide

the Service and to otherwise perform its obligations under this Agreement. Steera must not grant any sub-licence of the rights in this clause except as permitted by **clause 0**.

The User warrants that:

it has all necessary rights and consents to provide the User Material to Steera and other users of the Service in the manner contemplated by this Agreement; and
the User Material and its use by Steera and other users of the Service in the manner permitted by this Agreement will not breach any laws or the rights of any person (including Intellectual Property Rights).

Steera will use reasonable efforts in accordance with industry standards to maintain the confidentiality of the User Material but provides no warranty that the Service (and, accordingly, the User Material) will be secure from unauthorised access or that the integrity of the User Material will be maintained. Steera is not responsible for any disclosure of User Material which occurs via unauthorised use of the User's Login Details or any unauthorised use of the Service by third parties.

Steera may from time to time engage third parties, including third parties located overseas, to assist Steera in the development, maintenance, support and hosting of the Service. The User consents to Steera disclosing the User Material on a confidential basis to such third parties to the extent required so that they can perform these services for Steera.

The User is solely responsible for procuring any third party software and materials required in order for the User to access and use the Service (**Third Party Items**). The User agrees that it is solely liable for any fees and charges in connection with obtaining such Third Party Items and agrees to comply with the terms and conditions imposed by third parties in relation to the Third Party Items.

The User consents to Steera collecting diagnostic, technical, usage and related information regarding the use of the Service by the User and consents to Steera using such information to monitor its compliance with the Agreement and for the internal business purposes of Steera (including to update and support the Service).

For the purposes of this Agreement, Intellectual Property Rights means all intellectual property rights including existing and future copyright, rights in designs, trade marks and patents, whether registered or unregistered, anywhere in the world.

CONFIDENTIALITY

The User agrees to keep:

all Confidential Information (as defined in clause 0); and

any information about another user of the Service (except where that user has authorised the User to disclose that information),

confidential and not use it except as required to use the Service as permitted by this Agreement.

The obligations in this **clause 0** and **clause 0** do not apply to information that:

is or becomes generally known to the public without breach of any obligation of confidentiality; or
was independently developed without use of or access to that information.

For the purposes of this Agreement, Confidential Information means any information disclosed by Steera in connection with this Agreement which is designated as confidential or which is, by its nature, confidential, and includes the Steera Material.

PRIVACY

If the User provides or permits any Personal Information to be uploaded or used in connection with the Service or otherwise provides Personal Information to Steera or any other person in connection with the use of the Service, the User warrants that:

it has all necessary rights and consents as required by law to do so; and

the use of that information as required in order to allow the User to have the benefit of and use the Service will not breach any law.

Where Steera provides the User with access to any Personal Information (including via the Service), the User must:

only use the Personal Information for the permitted purpose and in accordance with any directions given by Steera regarding the use of the Personal Information; and

comply with all laws regarding its collection, use and disclosure of such Personal Information. Any Personal Information Steera may collect about the User or provided by the User will be dealt with in accordance with Steera's Privacy Policy. Steera may contact the User from time to time in accordance Steera's Privacy Policy.

For the purposes of this Agreement, Personal Information means information or an opinion (including where forming part of a database), whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable from the information or opinion (including any health related information or other sensitive information).

EXCLUSION AND LIMITATION OF GUARANTEES

All express and implied terms, conditions, warranties and guarantees which otherwise might apply to, or arise out of, this Agreement are excluded other than:

as expressly stated in this Agreement; and

guarantees which by law cannot lawfully be excluded or modified by agreement including those under the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*).

If Steera is liable for a breach of a guarantee described in **clause 0**, and that liability cannot, by law, be excluded but can be limited, Steera's liability is, to the fullest extent permitted by law, limited to the following (at Steera's option):

supplying the services again; or

payment of the cost of having the services supplied again.

Subject to **clauses 0 and 0**, the Service is provided on an "as is" and "as available" basis and the User uses the Service at its own risk. The User acknowledges that:

it has not relied on any statement, representation, warranty, conduct or undertaking made or given by Steera or any person on its behalf, other than those set out in **clauses 0**; and
it has relied on its own skill and judgment in deciding to acquire and use the Service and enter into this Agreement.

Subject to **clauses 0 and 0**, Steera provides no warranty or guarantee and makes no representation that the Service:

will be uninterrupted, error free or available at all times;

is fit for a particular purpose;

will contain accurate, up to date or complete information;

will be compatible with the User's hardware, software and other systems;

will not impact the performance of other services, hardware, software and systems and those of third parties;

will be secure from unauthorised access;

will not contain any viruses or disruptive code; and

will not infringe any person's rights (including Intellectual Property Rights).

The User is responsible for all back-up of files and User Material and Steera is not liable to the User for any loss of data (including the User Material).

LIABILITY

Subject to **clauses 0 and 0**:

Steera is not liable for any indirect loss or damage (including, without limitation, indirect, special or consequential loss, loss of profits, loss of anticipated savings, loss of use, loss of reputation, loss of opportunity, loss of data or business interruption) suffered or incurred by the User in connection with this Agreement and the use of the Service (including due to any person's negligence), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law); and

to the extent Steera is unable to exclude any liability under or in connection with this Agreement (including pursuant to **clause 00**), the maximum cumulative liability of Steera for all loss, damage, liability and expense suffered or incurred by the User in connection with this Agreement and their use of the Service, whether under contract, statute, in tort (including negligence) or otherwise, is limited to \$500.

The User indemnifies Steera from and against any liability, loss, damage or expense (including legal fees) Steera may suffer or incur in connection with:
a breach by the User of this Agreement; or
any allegation or claim against Steera which is caused by the User's breach of this Agreement, any willful or negligent act or omission by the User or any breach of law by any of the User.
Where the User indemnifies a person that is not a party to this Agreement, Steera holds the benefit of the indemnity on trust for that person and may enforce the indemnity against the User on behalf of that person.

CONSEQUENCES OF TERMINATION

On termination of the Agreement:

the User's rights to use the Service immediately cease;

the User must return or permanently delete (at Steera's election) all Confidential Information, and Steera Material in the possession or control of the User;

clauses 0, 0, 0, 0, 0, 0, 0 and 0 and any other clauses which by their nature survive termination of this Agreement, continue in full force and effect.

GENERAL

Steera may assign or novate this Agreement to any other person on written notice to the User.

The User must not assign, novate or sub-licence any of its rights or obligations under this Agreement to any person without Steera's prior written consent. Any purported dealing in breach of this clause is void and of no effect.

This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

This Agreement contains the entire understanding between the parties as to the subject matter of this document. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. No party is liable to any other party in respect of those matters. No oral explanation or information provided by any party to another: (a) affects the meaning or interpretation of this Agreement; or (b) constitutes any collateral agreement, warranty or understanding between any of the parties.

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold any consent or approval to be given under this Agreement and is not obliged to give its reasons for doing so.

A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

INTERPRETATION

Unless expressed to the contrary, in this Agreement:

"includes" means includes without limitation;

no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
a reference to:

- (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
- (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
- (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

- (iv) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (v) this Agreement includes all schedules to it; and
- (vi) a clause or schedule is a reference to a clause or schedule, as the case may be, of this Agreement.

In respect of the terms governing the access and use of the App, to the extent of any inconsistency between the terms in the body of this Agreement and the Schedule, the terms in the Schedule will prevail.

SCHEDULE – ADDITIONAL APP USER LICENCE TERMS

THESE ADDITIONAL TERMS APPLY TO USER ACCESSING THE SERVICE THROUGH THE APP. PLEASE READ THESE TERMS CAREFULLY. BY DOWNLOADING OR USING THE APP, THE USER AGREES TO THESE TERMS. IF THE USER DOES NOT AGREE TO ANY OF THESE TERMS, IT MUST IMMEDIATELY STOP ACCESSING AND USING THE APP AND MUST REMOVE THE APP FROM ITS MOBILE DEVICES.

1. Subject to the full compliance with the Agreement and this Schedule by the User, Steera grants the User a non-exclusive, non-transferable, revocable and royalty free licence during the Term to access and use the App, electronic documentation contained in the App (**Documentation**), Service available through the App and supplementary software code or update of the App incorporating patches and corrections of errors as Steera may provide from time to time, for personal purposes only.
2. The User's access and use of the App and the Documentation may also be controlled by the rules and policies of the app store where the App is downloaded. To the extent of any inconsistency between such rules and policies and the terms in this Schedule, such rules and policies will prevail.
3. If the User downloads or streams the App onto any device not owned by it, the User must have the owner's permission to do so.
4. The User must not transfer the App or the Services available through the App to anyone else, whether for money, for anything else or for free.
5. The User must:
 - not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Documentation in any form, in whole or in part to any person;
 - not copy the App or the Documentation, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
 - not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or the Documentation nor permit the App or the Documentation or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Documentation on devices as permitted by the Agreement or this Schedule;
 - not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Documentation nor attempt to do any such things; and
 - comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.
6. The User must:
 - not use the App, the Documentation or any Service available through the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Agreement or this Schedule, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
 - not infringe Intellectual Property Rights or other rights of Steera or those of any third party in relation to its use of the App, the Documentation or any Service available through the App;
 - not transmit any material that is defamatory, offensive or otherwise objectionable in relation to its use of the App, the Documentation or any Service available through the App;
 - not use the App, the Documentation or any Service available through the App in a way that could damage, disable, overburden, impair or compromise Steera's systems or security or interfere with other users; and
 - not collect or harvest any information or data from any Service available through the App or Steera's systems or attempt to decipher any transmissions to or from the servers running any such Service.

7. The User acknowledges that the App is provided on an “as is” and “as available” basis and may only function with devices of certain operating system and memory.
8. By using the App or any of the Services available through the App, the User agrees to Steera collecting and using technical information about the devices the User uses the App on and related software, hardware and peripherals.
9. Certain Services available through the App may make use of location data sent from the User’s devices. The User may turn off this functionality at any time by turning off the location services settings for the App on the devices. If the User uses these Services, the User consents to Steera’s transmission, collection, retention, maintenance, processing and use of its location data and queries to provide and improve the Services. The User may stop Steera from collecting such data at any time by turning off the location services settings. For the avoidance of doubt, Steera does not guarantee that the availability of location services settings, and whether they could be turned on/off, on particular devices of the User.
10. The App includes push notifications or other mobile communication capability. The User approves the delivery of electronic communications directly to its mobile device. These notifications may include information regarding the User’s treatment plan. The notifications may be delivered to the User’s device even when the App is running in the background. The User has the ability, and it is the User’s responsibility, to control the notifications it does, or does not, receive through its device. It is also the User’s responsibility to keep its account information secure when using this feature.
11. The App, the Documentation or Services available through the App may contain links to other independent websites which are not provided by Steera. Such independent sites are not under Steera’s control, and Steera is not responsible for and has not checked and approved their content or their privacy policies (if any). The User acknowledges that it will need to make its own independent judgement about whether to access or use any such independent sites.
12. The User acknowledges that internet transmissions are never completely private or secure and that any message or information the User sends using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
13. The User agrees that Steera may from time to time automatically update the App and/or change the Service available through the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues, and it will promptly follow any requirements by Steera to update the App for these reasons. The User acknowledges that if it chooses not to install such updates or if it opts out of automatic updates it may not be able to continue using the App and the Service.
14. The User acknowledges that Steera is the owner or a licensee of the Intellectual Property Rights in the App, the Documentation and all updates to the App and the Documentation.
15. Steera may terminate the User’s right to access or use the App, the Documentation and all or certain Service available through the App if the User violates the Agreement or this Schedule, in which case:
 - the User must immediately stop its access and use of the App, the Documentation and the Service;
 - the User must delete or remove the App from all devices in its possession and immediately destroy all copies of the App and upon request by Steera, confirm to Steera that it has done so; and
 - Steera may remotely access the User’s devices and remove the App from them and cease providing the User with access to the App, the Documentation and any Service available through the App.