1. Terms and Conditions

2. My Weight Doctor Platform

TERMS AND CONDITIONS – My Weight Doctor Platform

BETWEEN

3. **MY WEIGHT DOCTOR (ABN 47 936 946 061)** of 374 Mountain Hwy Wantirna (**My Weight Doctor**)

AND

4. **You** (**Client**)

RECITALS

A. My Weight Doctor developed the Platform to support doctors who provide medical weight-loss treatment.

B. The Client desires to obtain a licence to use the Platform for its patients and to engage the Services of My Weight Doctor.

C. My Weight Doctor has agreed to provide the Services and the Licence on the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

5. **Definitions**

In these Terms unless the context requires otherwise:

Agreement means this document including any schedules;

Applicable Privacy Laws means all Australian privacy laws applicable to the operations of My Weight Doctor and the Client, including, but not limited to, the:

(a) Privacy Act 1988 (Cth);

(b) Australian Privacy Principles;

(c) Health Records Act 2001 (Vic),

(d) Victorian Health Privacy Principles;

(e) Healthcare Identifiers Act 2010 (Cth); and

(f) Personally Controlled Electronic Health Records Act 2012 (Cth).

Claim means any actual, contingent, present or future claim, demand, action, suit or proceeding for Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in Agreement, tort (including but not limited to negligence) or otherwise;

Commencement Date means the date these terms are agreed to and payment is made

Confidential Information is information that:

(a) is by its nature confidential;

(b) is designated by the parties as confidential; or

(c) the parties know or ought to know is confidential;

and includes all information about the parties, including but not limited to, all technical, financial, commercial and other information in any form (for example: as a document or in electronic form) of or relating to them or their business affairs, which is made available or which becomes known during the Term of this Agreement but does not include information which was in the public domain at the time of its disclosure. For the purpose of the definition of 'Confidential Information', 'parties' includes Related Bodies Corporate of the parties;

Developed Intellectual Property is all present and future Intellectual Property created or otherwise brought into existence by or on behalf of My Weight Doctor and its Related Bodies Corporate in connection with or for the purposes of providing the Services or meeting its other obligations under this Agreement including but not limited to all rights in:

(a) the Platform; and

(b) all tailored interfaces, portals or access management solutions to third party software platforms developed for the Client by My Weight Doctor.

Fees means the fees payable by the Client to My Weight Doctor as follows:

A. All Fees are inclusive of GST.

B. With the exclusion of any one-off components, any ongoing Fees (including Licence Fees) may be subject to a yearly increase at the discretion of My Weight Doctor.

C. Increases shall take effect upon each anniversary of the Commencement Date.

Improvements mean any update, development, enhancement or modification of the Platform by My Weight Doctor including in relation to the specifications of the Platform, its design or manufacturing process that may make the Platform better, more efficient, more economical, more effective, more useful or suitable or would in any other way render the Platform more valuable or preferable;

Initial Term means the period of one year

Insolvency Event means any of the following, or analogous events;

(a) a party, being an individual, commits an act of bankruptcy;

(b) a party becomes insolvent;

(c) a party disposes of whole or any part of that party's assets, operations or business other than in the ordinary course of business;

(d) a party ceases to carry on its business;

(e) a party is unable to pay its debts as and when the debts fall due;

(f) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the party's assets, operations or business;

(g) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, that party's creditors or any class of the party's creditors; or

(h) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of the party's assets, operations or business.

Intellectual Property is all of My Weight Doctor and its Related Bodies Corporate's present and future patents and patent applications; rights to inventions; copyright and related rights; trademarks; service marks; trade names; domain names and URLs; rights in goodwill or to sue for passing off; rights in designs; registered designs; rights in computer software; database rights; rights in Confidential Information (including know-how and trade secrets); rights in the Developed Intellectual Property, and any other intellectual property rights arising from or incidental to the Services and the Platform including but not limited to all training materials and resources together with all content featured on the Platform such as, videos, diagrams, imagery, medication information sheets, information on bariatric surgery, recipes and recipe indexes, lifestyle educational program modules, exercise plans, dietary plans, goal setting and patient treatment plans, weight tracking tools and any other content within or delivered by the Platform, both at the time of this Agreement and added subsequently. These rights may be registered or unregistered;

6. **Invoice** means a tax invoice issued by My Weight Doctor to the Client specifying the Fees and any ancillary costs and taxes payable by the Client to My Weight Doctor for the Services;

7. **Liability** means any loss, liability, cost, payment damages, debt or expense, including but not limited to reasonable legal fees;

Personnel means any employee, agent, sub-contractor, contractor, partner, director or officer of a party;

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth);

Platform means the 'My Weight Doctor' branded medical weight loss platform developed, owned, and maintained by My Weight Doctor which includes:

(a) customised end user access via webportal

(b) content, websites, mobile applications, diagnostic tools and reporting systems,

for use by medical practitioners, medical clinic Personnel and patients.

Related Bodies Corporate means related bodies corporate as defined by the *Corporations Act 2001 (Cth)*;

8. **Services** means the following

A. Provision and maintenance of access credentials to the Platform for the Client's Personnel and the Client's nominated patient users;

B. One-off bariatric training for the Client's Personnel in relation to Platform use, benefits and diagnostic tools;

C. Access to content updates, enhancements and bug fixes for the Platform throughout the Term;

Subsequent Terms means the annual periods thereafter

Term means the Initial Term and any Subsequent Term.

9. Interpretation

In this Agreement except to the extent that the context otherwise requires:

(a) words importing the singular include the plural and vice versa and words importing a gender include other genders;

(b) a reference to an Act of Parliament or Code or section or schedule of that Act or Code shall be read as if the words "or any statutory modification or re- enactment thereof or substitution thereof were added to the reference and includes all statutory instruments issued under that Act or Code as at the date of this Agreement;

(c) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;

(d) references to a clause, schedule or annexure shall be construed as references to a clause of or schedule or annexure to this Agreement and references to this Agreement include its schedules and any annexures;

(e) where a party comprises two or more persons an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;

(f) expressions and terms expressly defined in the Corporations Act as at the date of this Agreement have the same meanings as have been ascribed to them in the Corporations Act as at the date of this Agreement;

(g) a reference to a party to this Agreement or any other document or agreement includes its successors and permitted assigns;

(h) a reference to a party shall be construed as a reference to a party to this Agreement;

(i) a reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(j) in the interpretation of this Agreement, headings shall be disregarded;

(k) references to currency shall be construed as references to Australian currency;

(l) no provision of this Agreement will be interpreted against a party just because that party prepared that provision;

(m) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form; and

(n) if any day appointed or specified by this for the payment of any money falls on a Saturday, Sunday or a day on which trading banks (as defined in the Banking Act 1959 of the Commonwealth) are not open for business in Victoria (a "**Non Business Day**"), the day so appointed or specified shall be deemed to be the next day which is not a Non Business Day.

10. **General**

3.1 This Agreement applies to the provision of Services and the Licence from My Weight Doctor to the Client to the exclusion of all other terms and conditions of the Client.

3.2 The Client is deemed to have agreed to this Agreement by:

(a) signing and returning a copy of this Agreement; or

(b) continuing to provide instructions to My Weight Doctor in relation to the Services.

11. Commencement & Term

4.1. This Agreement commences on the Commencement Date and continues for its Term (being the Initial Term and Subsequent Terms) unless otherwise terminated in accordance with the terms and conditions of this Agreement.

4.2. Following expiry of the Initial Term, the Agreement will automatically renew annually.

4.3. The renewal will occur unless the either party notifies the other in writing at least 30 days prior to the expiry of the Initial Term (or a Subsequent Term as the case may be) of that party's intention to allow the Agreement to expire without renewal.

4.4. Unless the parties otherwise agree in writing, the Subsequent Terms shall continue to be governed by the terms and conditions set out in this Agreement.

12. Services

5.1. My Weight Doctor will provide the Services to the Client in consideration for the Client paying the Fees to My Weight Doctor, subject to the provisions of this Agreement.

5.2. My Weight Doctor will exercise reasonable care, skill and ability when performing the Services.

5.3. The Services will be performed:

(a) by My Weight Doctor's Personnel or agents that My Weight Doctor may choose;

(b) from locations that My Weight Doctor may choose; and

(c) (in its absolute discretion) as most appropriate given the nature of the Services.

5.4. The Services shall exclude and My Weight Doctor shall not be responsible for:

(a) any equipment, platforms, or IT infrastructure from which the Client or its patients access the Platform;

(b) any design documentation for the Platform prepared by the Client or a third party;

(c) correction of errors or defects caused by operation of the Platform in a manner other than that specified by My Weight Doctor;

(d) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Platform not authorised by My Weight Doctor;

(e) correction of errors or defects caused in whole or in part by the use of computer programs or software in conjunction with the Platform;

(f) correction of errors or defects caused by the failure of the Client or its patients to operate the Platform correctly;

(g) rectification of errors or defects caused by incorrect use of the Platform;

(h) rectification of errors or defects caused by an equipment fault;

(i) equipment maintenance; and

(j) any other incidental services not expressly identified in Services.

13. **Licence**

6.1. Subject to restrictions on the use of the Intellectual Property contained in this Agreement, provided that the Fees are paid in full and no monies remain outstanding to My Weight Doctor by the Client, My Weight Doctor grants to the Client a revocable, non-transferrable, non-assignable and non-sub-licensable licence to use the Platform and provide access to the Platform to the Client's patients for the Term (**Licence**).

6.2. The Licence is personal to the Client and the Client must not assign, sub-Licence, transfer in whole or in part the Licence without My Weight Doctor's prior written consent, which consent may be granted, withheld or granted subject to conditions in My Weight Doctor's absolute discretion.

6.3. The Licence is subject to the deployment and use to patients of the Platform being permitted by the Australian Therapeutic Goods Administration or any other necessary government body or agency. In circumstances where such authorisation is:

(a) required but not obtained by My Weight Doctor; or

(b) obtained but is subsequently terminated by the relevant agency or government body;

then the Licence shall be immediately revoked.

14. Client's responsibilities and warranties

7.1. The Client must:

(a) provide My Weight Doctor with all resources, including but not limited to information, documentation, approvals and licences to enable My Weight Doctor to perform the Services; and

(b) use all reasonable endeavours to ensure that there are no circumstances which may affect My Weight Doctor's ability to provide the Services.

7.2. The Client warrants that the resources and information provided to My Weight Doctor from time to time will be accurate and current, to the best of the Client's knowledge.

7.3. Any delivery dates for the Services (including updates, modifications and Improvements to the Platform) agreed with the Client during the Term remain subject to the Client providing My Weight Doctor with all relevant and necessary information, documentation, approvals, licences, material and access to any relevant database to enable My Weight Doctor to perform the Services.

7.4. In the event that the Client does not provide My Weight Doctor with the information as set out in clause 7.3, or an event occurs which is beyond My Weight Doctor's reasonable control, agreed delivery dates for the completion of the Services (or parts thereof) will be extended by the duration of the delay.

7.5. The Client must ensure that:

(a) it provides it's Personnel with adequate support, training, guidance or information as is reasonably required in order to provide optimum patient care when recommending the Platform;

(b) it will only recommend (and provide login credentials for the Platform) to patients of the Client who are being regularly assessed and monitored by a qualified and licenced medical physician; and

(c) not to recommend or provide access to the Platform to any patient that is not concurrently being treated, assessed and monitored by a qualified and licenced medical physician.

7.6. The Client agrees and acknowledges that the Platform is only a complementary tool in the overall treatment for medical weight loss management and is not a substitute for considered, customised, monitored and managed patient care. The Client warrants that it will at no time represent to its patients or its Personnel that the Platform can act as or be a substitute for considered, customised, monitored and managed patient care.

7.7. Subject to clause 7.8, the Client warrants that it has not relied on any representation made by My Weight Doctor which has not been stated expressly in this Agreement or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by My Weight Doctor.

7.8. The Client acknowledges that, to the extent My Weight Doctor has made any representation which is not otherwise expressly stated in this Agreement, the Client has been provided with an opportunity to independently verify the accuracy of that representation.

15. Fees

8.1. The Fees are payable annually by the Client.

8.2. In circumstances where a direct debit arrangement is not in place with the Client (or a scheduled payment fails or is unsuccessfully processed) payment is due within 7 days of the date of the Invoice issued to the Client.

8.3. If the Client fails to make payment of any amount of the Fees on the due date, My Weight Doctor may suspend its Services and the Client will be liable to pay to My Weight Doctor interest on the full amount outstanding at the rate equal to 2% higher than the penalty interest rate fixed by the Attorney-General of Victoria pursuant to s2(1) of the *Penalty Interest Rate Act* 1983 (Vic), calculated monthly for the period from the due date until payment is received.

8.4. If the Client fails to make payment of any amount of the Fees on the due date, My Weight Doctor may notify Equifax Pty Limited, or any other credit rating agency, of the Client's default.

8.5. The Client must not withhold, make-deductions from or set off against the Fees any money owed by the Client, any amounts owed or claimed to be owed from My Weight Doctor.

8.6. The Client remains liable for the Fees for the full duration of the agreed Term. Notwithstanding any cancellation or termination of the Agreement or the Licence by the Client, Fees paid shall not be refundable (save for circumstances where required by law).

8.7. In circumstances where the Client requests My Weight Doctor to provide additional services, support or tasks which are not included in the Services, My Weight Doctor may charge, in addition to the Fees, any other costs or charges relating to those additional services, support or tasks.

8.8. All Fees payable under this Agreement in relation to any supply of Services is exclusive of GST, unless stated otherwise, and will be paid by the Client to My Weight Doctor.

16. Variations to the Services

9.1. If the Client wishes to make changes to the Services, it must make a request of My Weight Doctor in writing for those changes, and if those changes result in additional work or time required by My

Weight Doctor in the performance of the Services, it must pay My Weight Doctor additional Fees on the terms set out in this Agreement, as well as any additional costs incurred by My Weight Doctor as a result of those changes.

9.2. If the Client causes a delay in the performance of the Services, without providing My Weight Doctor with prior written notification of the delay, the Client will pay My Weight Doctor for any Liability suffered by My Weight Doctor as a direct or indirect result of that delay.

17. Liability

10.1. My Weight Doctor and its Related Bodies Corporate's liability for any Liability or Claim in relation to this Agreement (whether under statute, Agreement, tort, negligence or otherwise) will be limited to the amount of the Fees paid by the Client to My Weight Doctor pursuant to this Agreement.

10.2. My Weight Doctor and its Related Bodies Corporate will not be liable to the Client for any Liability or Claim of any kind arising directly or indirectly (whether under statute, agreement, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any remote, abnormal or unforeseeable loss or any similar loss whether or not in reasonable contemplation of the parties.

10.3. My Weight Doctor is under no obligation to resupply the Services, or undertake any rectification work, as a result of the actions or omissions of the Client or any third party.

10.4. The Client acknowledges that the Platform makes use of mobile internet data and therefore agrees that My Weight Doctor shall bear no responsibility for any inability of the Client or its patients to access the Internet or the Platform as a result of any third party network, firewall or service stoppage and no such access difficulty shall relieve the Client from any of its payment obligations under this Agreement.

10.5. Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of any consumer protection legislation except to the extent permitted by such legislation.

18. Indemnity

11.1. The Client indemnifies My Weight Doctor and any Related Bodies Corporate and each member of their Personnel from and against any Liability or Claim arising directly or indirectly in relation to:

(a) the accuracy or otherwise of information provided by the Client to My Weight Doctor;

(b) breaches of clauses 14,19, 22 and 23;

(c) fraud, or fraudulent misrepresentation, wilful misconduct or repudiation of this Agreement by the Client or the Client's Personnel.

19. Privacy & Data Protection

12.1. My Weight Doctor holds paramount the safety of the Client's data and that of its patients and will thus take all commercially reasonable steps to ensure that the data is protected from unauthorised access.

12.2. The Client agrees to provide reasonable assistance to My Weight Doctor required to ensure My Weight Doctor meets its obligations under Applicable Privacy Laws.

12.3. The parties agree to use their best endeavours to cooperate and take all reasonable steps to contain any suspected or known data breach.

12.4. The Client acknowledges that it may share obligations with My Weight Doctor in relation to the Services under the Notifiable Data Breaches (**NDB**) Scheme pursuant to the Privacy Act 1988 (Cth). Under this Agreement, an "eligible data breach" has the meaning given in section 26WE of the Privacy Act.

12.5. The parties mutually agree that all eligible data breaches related to the Services or the Platform, whether or not the Client is an entity covered by the NDB scheme, will be notified to the Australian Information Commissioner and to affected individuals in the manner prescribed by the NDB Scheme.

12.6. If either of the parties becomes aware that a suspected or known eligible data breach has, or may have, occurred in relation to the Services or the Platform, it must:

(a) notify the other party by email as soon as it becomes aware of the known or suspected data breach; and

(b) confirm the full details of the known or suspected data breach by written notice to the other party as soon as is reasonably practicable.

12.7. The Client warrants that:

(a) in handling Personal Information in connection with this Agreement it will comply with (and procure that its Personnel comply with):

(i) Applicable Privacy Laws;

(ii) My Weight Doctor's reasonable instructions regarding privacy compliance, including any procedure provided by My Weight Doctor regarding privacy complaints or access requests relating to the Platform;

(b) it will immediately notify My Weight Doctor of any:

(i) data breach or unauthorised use or disclosure of Personal Information caused or suffered by the Client or its patients;

(ii) privacy inquiry, investigation, assessment, ruling, complaint or enforcement procedure by the Office of the Australian Information Commissioner, or any other Australian government body or professional organisation, in connection with any conduct by the Client; or

(iii) individual pursuing a right under privacy or data protection law connected with the Agreement.

(c) It will not disclose any Personal Information accessible from the Platform to any third party without My Weight Doctor's prior written consent.

20. Termination

13.1. My Weight Doctor may terminate this Agreement for convenience by providing 30 days' prior written notice to the Client.

13.2. Either party may terminate this Agreement with immediate effect by written notice to the other party if:

(d) the other party commits a material breach of this Agreement which is not remediable, or (where the breach is capable of remedy) is not remedied within 30 days after being required by notice in writing to do so; or

(e) an Insolvency Event occurs in relation to the other party.

13.3. If the Agreement is terminated for any reason:

(a) the Client must immediately pay to My Weight Doctor a pro-rata payment for the Services performed by My Weight Doctor up to the date of termination, the amount of any loss or damage sustained as a result of the termination and any other money owed by the Client to My Weight Doctor under this Agreement as at the date of termination;

(b) the Licence under clause 13 of this Agreement is immediately revoked and cancelled;

(c) the Client must cease using the Platform and all Intellectual Property of My Weight Doctor relating to and subsisting in the Platform;

(d) at the election of My Weight Doctor, the Client must destroy or return the Platform and any articles of My Weight Doctor Intellectual Property to My Weight Doctor; and

(e) termination does not affect any accrued rights or liabilities of the parties.

21. Force Majeure

14.1. My Weight Doctor will not be liable to the Client for any failure to perform, or delay in performing My Weight Doctor's obligations under this Agreement if the failure or delay is due to an act of war, revolution or terrorism, pandemic, an act of God, or any other event beyond the control of My Weight Doctor. If such a failure or delay continues for a period of 30 days My Weight Doctor may terminate this Agreement by giving written notice.

22. Confidential Information

15.1. The parties must not at any time, or for any reason, whether during the Term of this Agreement or after its termination disclose to any person, or use for their own or another person's benefit any Confidential Information.

15.2. The parties covenant to keep confidential and ensure its Personnel keep confidential all Confidential Information and agree not to disclose such information without the prior written approval of the other party.

15.3. The parties agrees to indemnify one another and any of their Related Bodies Corporate against any loss or damage one party may suffer as a result of a breach of the confidentiality obligations contained in this clause by the other party or its Personnel. For the avoidance of doubt, My Weight Doctor does not accept responsibility (and will not be liable) for any unauthorised disclosure of confidential information:

(a) by third parties; or

(b) as a result of acts or omissions by third parties,

such as (but not limited to) web server and hosting service providers.

23. Intellectual Property

16.1. The Client acknowledges and agrees that:

(a) all of the Intellectual Property (including the Developed Intellectual Property) created by My Weight Doctor both prior to or as part of performing the Services or for any purpose associated with the Services (including any Improvements) is the sole property of My Weight Doctor;

(b) this Agreement does not confer on the Client any proprietary right, ownership, or title to any of the Intellectual Property; and

(c) any rights granted to the Client under this clause 23 are personal to the Client and it has no right to sub-license, sub-Agreement, assign or transfer any of its rights under clause 23 without the prior written consent of My Weight Doctor.

16.2. The Client agrees to assign to My Weight Doctor all rights, title and interest in the Developed Intellectual Property with effect from the date of creation of that Developed Intellectual Property, unless it was created prior to the commencement of this Agreement in which case, with effect from the Commencement Date.

16.3. My Weight Doctor grants to the Client, subject to clauses 16.4 and 16.5, a non-exclusive, royalty-free licence during the duration of the Agreement to use and reproduce the Intellectual Property but only for the sole purpose of performing its obligations under this Agreement.

16.4. The Client must ensure that any use or reproduction of the Intellectual Property under clause 16.3 is strictly for the purposes of performing its obligations under this Agreement and that it has the prior written approval of My Weight Doctor for each proposed type of use or reproduction.

16.5. The Client must notify My Weight Doctor as soon as practicable of any infringement or suspected infringement of the Intellectual Property by a third party.

16.6. The Client agrees not to carry out any activities on the Platform which may compromise the stability, integrity or security of the Platform or My Weight Doctor's ownership of the Intellectual Property. The Client acknowledges that such actions may result in immediate suspension or termination of the Services and the Licence.

16.7. On termination or expiry of this Agreement, the Client must deliver to My Weight Doctor all of the Intellectual Property and Developed Intellectual Property including all documentation and other things containing the Intellectual Property that came into the Client's possession or under its control during the Term of this Agreement including but not limited to any:

(a) user manuals, procedures or diagnostic aids;

(b) promotional materials or literature; and

(c) technical data, user statistics or research.

16.8. Notwithstanding anything in this clause (or the Agreement), the parties agree that data relating to the Client's business and its patients do not form part of My Weight Doctor's Intellectual Property or Developed Intellectual Property.

16.9. The Client agrees to do all things and sign all documents required by My Weight Doctor to give effect to this clause or to enable My Weight Doctor to protect its Intellectual Property and the Developed Intellectual Property, including any improvements made by the Client to the Intellectual Property.

24. **Platform Warranties**

17.1. My Weight Doctor warrants that the Platform will conform substantially with any functional specifications agreed in writing with the Client. Whilst My Weight Doctor will make every effort to rectify any defects identified by the Client, My Weight Doctor does not warrant, however, that the Platform will be free from error.

17.2. My Weight Doctor will not be liable under this warranty to rectify a defect which is the result of use of the Platform in combination with equipment, programs or services not recommended in writing by My Weight Doctor.

17.3. My Weight Doctor makes no warranty of fitness for purpose apart from those purposes listed in the agreed.

25. Modifications

18.1. The Client must not modify the whole or any part of the Platform or combine or incorporate the whole or any part of the Platform in any other program or system without the prior consent in writing of My Weight Doctor.

18.2. If the Platform is modified in accordance with subclause 18.1 the modifications must, unless My Weight Doctor directs otherwise, be made in accordance with a written proposal submitted by the Client to My Weight Doctor.

18.3. The Client shall fully indemnify and hold harmless My Weight Doctor against any liability incurred if the modifications infringe the Intellectual Property Rights of a third person.

18.4. The Platform as modified remains the property of My Weight Doctor.

18.5. This Agreement shall continue to apply to the Platform as modified.

26. Reverse engineering

19.1. The Client warrants that it will:

(a) not use, copy, reproduce, adapt, modify or exploit the Platform other than in accordance with this Agreement and will not authorise the doing of any of these things;

(b) not reverse engineer, disassemble, decompile or directly or indirectly allow a third party to reverse engineer, disassemble or decompile in whole or any part of the Platform except as expressly permitted by sections 47B(3), 47C, 47D, 47E or 47F of the Copyright Act 1968 (Cth);

(c) take all reasonable steps to protect and maintain the protection of the Platform;

(d) not threaten, institute, invalidate, challenge or put in dispute My Weight Doctor's ownership, use or title to the Platform or the Intellectual Property anywhere in the world;

(e) not infringe the Intellectual Property rights of My Weight Doctor; and

(f) not remove from the Platform any notices relating to My Weight Doctor's ownership of the Intellectual Property.

27. Platform Security

20.1. The Client shall take all reasonable steps to ensure the Platform is protected at all times from unauthorised access, use or misuse, damage or destruction by its patients.

20.2. The Client is solely responsible for the use, supervision, management and control of the Platform by its patients during the Term and must maintain accurate records of use, copying, modification and disclosure of Platform credentials and resources. The Client shall permit My Weight Doctor to inspect such records at any time during normal business hours and shall immediately furnish My Weight Doctor with copies of all or any part of such records upon request.

20.3. The Client must not, and must procure that its Personnel do not, extract, reproduce, publicly display, publish or broadcast any content or Intellectual Property from the Platform.

28. Dispute Resolution

22.1. If a dispute arises out of or relating to the Agreement (**Dispute**), either party may notify the other party of the nature and particulars of the Dispute, and the parties must, within 7 days of the delivery of such notice, commence discussions to attempt to resolve the Dispute in good faith, without the necessity of resorting to any formal proceedings.

22.2. If the Dispute is not resolved within 14 days following the delivery of the notice, either party may refer the Dispute to mediation in accordance with, and subject to, the mediation rules of the Resolution Institute. The parties agree that they must bear the costs of mediation under this clause 27 equally.

22.3. If neither party refers the dispute to mediation within 21 days of delivery of the initial notice of the Dispute, either party may commence court proceedings in respect of the Dispute.

29. Sub- Contracting

My Weight Doctor may engage other contractors or individuals to provide the Services from time to time.

30. Enforcement Expenses and Costs

The Client agrees that it must pay to My Weight Doctor on demand any expenses, fees and disbursements incurred by My Weight Doctor in recovering any amount owing to it by the Client, including any reasonable debt collection agency fees and legal expenses.

31. Relationship of the Parties

32. The parties acknowledge that this Agreement is intended as an agreement for the exchange of services and creates the relationship of principal and contractor and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or partnership or joint venture between My Weight Doctor and the Client.

33. Jurisdiction

The Agreement between My Weight Doctor and the Client is made in the State of Victoria, and the parties agree to submit all disputes arising between them to the courts of such State.

34. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous Agreements or understandings between the parties.

35. Variation

This Agreement may only be amended with My Weight Doctor's express written agreement.

36. Severance

Any term or condition of this Agreement which is void, illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of this Agreement may continue in force.

37. Assignment

My Weight Doctor may assign any rights or benefits under this Agreement.

38. Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising that right, power or remedy. A single or partial exercise of a right power or remedy does not prevent another or further exercise of that or another right, power or remedy. A wavier of a right, power or remedy must be in writing and signed by the party granting the waiver.