

### 1. User Portal

- (a) Only Registered Users may access our User Portal. You must keep your login and password (**Credentials**) secure.
- (b) By accessing the User Portal using your Credentials, you acknowledge and agree that:
  - (i) your Credentials constitute your electronic signature;
  - (ii) your electronic signature is equivalent to your handwritten signature executed on paper; and
  - (iii) without limiting the generality of subclause (c), you are accountable and responsible for actions initiated under your electronic signature.
- (c) You are liable for all acts or omissions in relation to your use of the User Portal.
- (d) You must comply with the Law when using our User Portal.
- (e) We are not liable for any Loss to Registered Users or third parties resulting from:
  - (i) access to or inability to access our User Portal; or
  - (ii) viruses or other detrimental codes or impediments that infect computer equipment or other property on account of access to our User Portal or from the downloading of any content from our website.
- (f) We own all Intellectual Property Rights in relation to our User Portal. You may not use our trademarks or trade names without our consent.
- (g) Our User Portal may be withdrawn, modified or updated in whole or in part at any time without notice.
- (h) All information you receive via or with respect to our User Portal is confidential. You must not use or disclose that information except in compliance with the Law and any rights granted pursuant to our standard [Terms and Conditions](#).

### 2. Definitions

**Intellectual Property Rights** means all intellectual property rights throughout the world, including copyright (both present and future), trademark, design, patent, know-how, semi-conductor, or circuit layout rights.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance, or by-law, present or future and whether State, Federal, local, or otherwise.

**Loss** means any loss, damage, liability, injury, claim, action, liability, cost, expense, charge, penalty, outgoing or payment and legal costs and expenses on a full indemnity basis.

**Patient** means a person who will undergo or has undergone Scanning and/or is being treated by you and in respect of whom a Product is requested.

**Patient Images** means Scanner images of a Patient submitted to us through our User Portal for the generation of a Report.

**Person** means any individual, corporation, partnership, limited liability company, entity, other business organisation of any kind, association, trust, or Regulatory Body.

**Product** means our devices, products, services and our User Portal.

**Registered User** means a Person authorised to access our User Portal, as designated in a User Portal access form.

**Report** means any report generated by a Product.

**Resonance, we or us** means Resonance Health Analysis Services Pty Ltd ACN 092 813 244, a company incorporated in Australia and having its office at 141 Burswood Road, Burswood, Western Australia 6100, and its related bodies corporate.

**Scanner** means a Scanning machine for the purpose of medical imaging, including MRI and CT.

**Scanning** means the act of procuring Patient Images by means of medical imaging using a Scanner.

**User or you** means any person, entity or organisation that uses any Product, including any of its or their employees, consultants, agents, contractors or other representatives.

**User Portal** means our web-based user-interface system which enables Patient Image lodgement, queuing, tracking and Report deployment, or any other system by which we provide Reports to you from time to time.