



FAST TERMS AND CONDITIONS OF USE

1. DEFINITIONS

"**FAST**" means the FerriScan Analysis Service Tracking system operated by Resonance Health used for the transmittal of image data to Resonance Health and to access Reports provided by Resonance Health.

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

"**MRI Provider**" means a person or entity who wishes to make use of the Service provided by Resonance Health.

"**Patient Data**" means all patient information such as personal data and MRI Scanner images of a Patient submitted to Resonance by the MRI Provider to enable Resonance to provide the Service in respect of that Patient.

"**Personal Data**" means any information relating to an identified or identifiable natural person, such as a name, date of birth, address, an identification number or medical history of a person.

"**Registered User**", "**you**" and "**your**" means the person who has been authorised by Resonance Health to access or make use of the relevant elements of FAST for the purpose of utilising the Service and to whom Resonance Health has issued a logon and password to access FAST.

"**Resonance Health**" means Resonance Health Analysis Services Pty Ltd ABN 11 092 813 244.

"**Service**" means all or any of:

1. The receipt, review and analysis by Resonance Health of Phantom Data provided by the MRI Provider.
2. The provision by Resonance Health to the MRI Provider of a Scanner Verification Letter.
3. The receipt, review and analysis by Resonance Health of Patient Data provided by the MRI Provider.
4. The provision by Resonance Health to the MRI Provider of a Report of the results.

"**Website**" means Internet website at URL <https://secure.ferriscan.com> or any other URL Resonance may from time to time nominate.

2. Your access to and use of FAST is subject to the following terms and conditions:

- 1) Access to and use of the Website is restricted to Registered Users. You are responsible for and remain liable for all acts or omissions of your use of FAST and those of your agents and employees on your behalf.
- 2) You are responsible for the security of your logon and password for the Website and for all usage of your password.
- 3) You must provide to Resonance Health, in accordance with the instructions contained on the Website, all information relating to uses of the Service and data stipulated by Resonance as necessary for use of FAST. If you fail to provide the information, Resonance Health reserves its right to limit or refuse the provision of any information or support in connection with FAST and to suspend your use of the Service and/or to disable, limit access to or revoke your access to FAST.
- 4) Resonance Health will use reasonable efforts to provide up-to-date and accurate information concerning access to and use of FAST, but makes no representations, warranties, or assurances as to the accuracy, currency, completeness or appropriateness of any such information. You must therefore undertake your own investigations and

satisfy yourself in relation to such information and your capability to access and use FAST.

- 5) Resonance Health will use reasonable efforts to maintain the Website and its operational integrity, but Resonance Health is not liable for any Loss resulting from access to or inability to access the Website or from reliance on any information concerning access to and use of FAST and you agree not to commence legal proceedings against Resonance Health, its officers, employees, agents, consultants or representatives in respect of any such Loss.
- 6) You acknowledge that you have satisfied yourself and accept responsibility as to the use of FAST and the Service under any applicable laws and regulatory requirements in the place of your use and application of the Service and Resonance Health makes no representations or warranties in connection with such matters.
- 7) The copyright in all content on the Website is owned by or licensed to Resonance Health. The trade marks and trade names on the Website are the property of Resonance Health. No use of such copyright material or any of these trade marks and trade names may be made without the prior, written authorisation of Resonance Health, except to identify the products or services of Resonance Health.
- 8) The Website is provided as a service to Registered Users. Although Resonance Health will use reasonable endeavours to inform you of material changes to the Website that may impact upon your reasonable use of it, Resonance Health reserves the right to delete, modify or supplement the content of the Website, and these FAST Terms and Conditions, at any time for any reason without notice. FAST may be withdrawn in whole or in part at any time without notice at Resonance Health's absolute discretion.
- 9) Neither Resonance Health nor any of its officers, employees, agents, consultants and representatives assume any responsibility, and shall not be liable for any Loss to Registered Users, or any third party arising from Loss caused by viruses or other detrimental codes or impediments that infect computer equipment or other property on account of access to the Website or from the downloading of any materials, data, text, images, video or audio, or other content from the Website.
- 10) These FAST Terms & Conditions and any use of the Website are governed by the laws of Western Australia. Any dispute relating to the content of the Website or FAST is subject to the exclusive jurisdiction of the courts of Western Australia and no objection may be raised as to the venue of any legal process on the basis that it has been brought in an inconvenient forum.
- 11) If any provision of these FAST Terms & Conditions is deemed unlawful, void or for any reason unenforceable, that provision shall be severed from these FAST Terms and Conditions or read down to the extent only that it is unlawful, void or unenforceable so as not to affect the validity and enforceability of the remaining provisions.
- 12) You agree to treat all information you receive with respect to FAST as "commercial in confidence" and will not use or disclose that information other than strictly in connection with your access and use of FAST or the Service.