

IMPORTANT
PLEASE READ CAREFULLY
END USER ACKNOWLEDGMENT

MySite Design Pty Ltd (ACN 104 027 812) ("Us") have developed and have the right to grant subscriptions to Our Clients to use the Application.

You should carefully read the following acknowledgment and warranties before accessing or using this Application. By 'logging in' You acknowledge having read and understood this acknowledgment.

1. DEFINITIONS

"**Application**" means the computer software application, more specifically called "Consultation Manager", and its associated mobile apps and plug-ins made available for use by our Client;

"**Client**" means Our client that has subscribed to use the Application also being Your employer, principal or other entity that has permitted You to access and use the Application;

"**Personal Information**" means as defined in the Privacy Laws;

"**Privacy Laws**" means the Privacy Act 1988 (Cth) and any other applicable privacy laws, regulations, guidelines or other instruments having the force of law within or outside Australia;

"**Us**" means Mysite Design Pty Ltd (ACN 104 027 812) and includes "**Our**" and "**We**";

"**You**" means you the end user that uses the Application in your capacity as employee, contractor or agent of Our client or other authorised end user as permitted by Our Client and "**Your**" refers to you also;

"**Your Data**" means data owned or supplied by You, if any, when using or accessing the Application.

2. ACKNOWLEDGMENT

You acknowledge and agree that:

- (a) You are solely responsible for any content You upload or download from Our chosen server or generate while using the Application. We are not responsible or liable for any content provided by You or other users of the Application.
- (b) A failure to comply with a warranty contained in this acknowledgement may cause Us or Our Client to suffer loss or incur liability or may place Our Client in breach of its agreement with Us.

3. WARRANTY

- (a) You warrant that all information and files that You upload onto Our chosen server:
 - (i) do not knowingly contain any viruses, and that You will take all reasonable measures to ensure that all information and files remain free from any viruses;

- (ii) do not infringe the copyright of another person or organisation, and do not infringe any other industrial or intellectual property rights, or privacy rights, of another person or organisation;
 - (iii) are not defamatory, offensive, threatening or obscene;
 - (iv) are not misleading or deceptive or likely to mislead or deceive;
 - (v) are not illegal.
- (b) You warrant:
- (i) You are authorised by Our Client to access and use the Application and will only do so for lawful purposes and as permitted by Our Client;
 - (ii) You will not interfere with or disrupt the Application or any network or server connected to the Application; and
 - (iii) You will not share Your username and password with others and will protect Your username and password against unauthorised use.
- (c) We may remove or alter any data that does not comply with paragraph (a).
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4. PRIVACY

4.1 Application

This clause applies in addition to Our privacy policy posted on Our website from time to time at <http://www.consultationmanager.com.au/> (Privacy Policy).

4.2 Collection and Processing

- (a) We will only store, process, disclose and use Your Data to provide the goods or services to Our Client in accordance with Our Client's instructions and as set out in Our Privacy Policy and You acknowledge We may use Your Data for this purpose.
 - (b) You warrant that when collecting and processing Personal Information on third parties in connection with Your use of the Application that You will do so lawfully so as not to cause Our Client or Us to breach our obligations under applicable Privacy Laws.
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