

## GuildLink's myPharmacyLink App Terms of Use

### 1 Terms of use

- (a) In these terms of use, "we", "us" and "our" means GuildLink Pty Ltd (ABN 83 090 249 960) of Level 3, Suite 301/151 Castlereagh Street, Sydney, NSW 2000, the software provider which enables you to access your prescription and professional services records as well as other services and information via your selected pharmacy/ies. Please read these terms of use carefully as they apply to your use of the GuildLink myPharmacyLink mobile application, including any content on it (the **App**). By accessing or using the App you agree to be bound by these terms of use.
- (b) We may revise these terms of use from time to time. We will display a notice on the App indicating when any such revisions have been made. If you do not agree to the revisions, you should discontinue your use of the App. If you continue using the App, we will take your continued use as your consent to the revised terms of use.

### 2 Intellectual property rights

- (a) The App is subject to copyright and possibly other intellectual property rights.
- (b) We grant you a limited, non-transferable licence to access and use the App solely for your personal, non-commercial purposes.
- (c) We (or our licensors) retain all right, title, and interest in and to the App, and nothing you do on or in relation to the App will transfer any intellectual property rights to you or (except for the licence referred to in paragraph 2(a)) permit you to exercise any intellectual property rights unless this is expressly stated.
- (d) Except as provided in these terms of use, any use or copying of the App for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us at [legal@guildlink.com.au](mailto:legal@guildlink.com.au) if you wish to seek such consent.
- (e) Subject to applicable law, we may revoke the permission referred to in paragraphs 2(a) and 2(c) at any time and may suspend or deny your access to or use of the App without notice if you breach, or we reasonably believe you have breached, any of these terms of use.

### 3 Privacy notice

In using the App, you may give us personal information, including health information. We understand that the information you provide to us when you use the App is very important and potentially sensitive, and we take your privacy very seriously. By using the App and viewing our privacy notice, you grant us consent to collect, store, use and disclose your personal information in accordance with our privacy notice. The privacy notice will also be available on the App.

## 4 Accuracy of content

- (a) The content on the App is provided for general information only. **It is not intended to amount to medical or any other advice on which you should rely, and is not a substitute for the advice of a health care provider.** We are not a medical organisation and cannot give you any medical advice or diagnose conditions. You should obtain professional, specialist or medical advice (as applicable) before taking, or refraining from, any action on the basis of the content of the App.
- (b) Your use of the App is on the understanding that the App only shows you information about you that your selected pharmacy/ies holds. Prescription information or professional service information about you from non-selected pharmacies will not appear in your App account. The App should not be used to communicate with your selected pharmacy/ies, including in relation to any adverse reaction that you may experience in relation to any medication.
- (c) While every **effort** has been made to show as accurately as possible the content forming part of the App, we cannot guarantee that your mobile phone screen, or the screen or monitor of any other device you use to access the App, will display such content accurately.
- (d) Some of the information on the App may be provided by third parties, including: your prescription and professional service history provided by GuildLink pharmacies; location and contact details for pharmacies and other health care service providers; your Medicare information; Consumer Medicines Information (**CMIs**) sourced from pharmaceutical manufacturers; and Google Maps data. While we believe that these third parties are reliable sources of this information, we cannot guarantee that this information is always accurate, up-to-date or complete.

## 5 Registration and Your Data

### 5.1 Registration

- (a) You are required to sign up to use the App either electronically through the relevant app store, or in person at your selected GuildLink member pharmacy/ies which subscribe/s to the GuildCare software.
- (b) In order to sign you up, we are required to follow certain identification protocols to confirm your identity or to confirm the identity of a child or other person under your care or for who you are responsible for. This will occur either through our online identity verification process or in person at the pharmacy you attend. Where you sign up at a GuildLink pharmacy, or alternatively where you sign up online but are already registered with a pharmacy, that pharmacy will record and facilitate your sign up using the GuildCare software, which will generate an activation token, either by an SMS being sent to your phone with a unique sign up token and a link to the App or by any other mode GuildLink deems suitable. You can then download the App and enter your token to register to use the App. Alternatively, where you sign up to use the App electronically and are not already registered with a GuildLink pharmacy, you will need to go through our online identity verification process to ensure your details match those we hold on the GuildLink database.

- (c) As the App is connected to the GuildCare software, you may be asked to confirm if certain pre-populated fields are correct. In addition, you will be required to provide an email address and select a password. You must also set up a PIN. You may change your PIN at a later stage. You must not share your password or PIN with anyone else and must take reasonable steps to ensure that your password or PIN is secure and cannot be accessed by any unauthorised person. If you have lost or forgotten your login name, password, or PIN you may follow the prompts to request that these be reset or re-issued, providing always that you can confirm the necessary security steps.

## 5.2 Your Data

- (a) You must not provide any material through the App (**Your Data**) that:
- (i) infringes the intellectual property rights or any other rights of another person;
  - (ii) would breach any applicable laws; or
  - (iii) would otherwise result in civil or criminal liability for you, us or any third party.
- (b) By providing us with any of Your Data, you:
- (i) grant us a non-exclusive, worldwide, royalty-free, perpetual, licence (including a right of sublicense) to use, copy and otherwise exploit Your Data for the purpose of your use of the App and the purposes set out in our privacy policy; and warrant that you have the right to grant such licence.

## 6 Cancellation and variation

- (a) You may cancel your registration and discontinue using the App at any time electronically by following the prompts on the App.
- (b) You may also cancel your registration by attending your selected pharmacy/ies and advising them to process the cancellation on your behalf.
- (c) If you have consented to your records being accessible by either a parent/carer or another responsible person, you may revoke this consent by attending your selected pharmacy/ies and advising them that you have now revoked consent for either the parent/carer or another responsible person to have access to your records via the App. Your revocation of consent will result in their access to your records being cancelled.
- (d) We may suspend your use of the App or cancel your registration, either temporarily or permanently, if you breach, or we reasonably believe you have breached, any of these terms of use. If we suspend your use of the App or cancel your registration, you must cease accessing and using the App and, in the case of cancellation, these terms of use will be terminated, including the licence granted to you in paragraph 2(a).

- (e) We may from time to time vary, modify or discontinue, temporarily or permanently, any part or all of the App. You may update the App with any new releases, versions or amendments as made available in the app store from time to time.

## **7 General restrictions**

- (a) In using the App, you must not:
  - (b) provide us with inaccurate or incomplete information;
  - (c) violate any applicable laws, or use the App for any purpose that is unlawful;
  - (d) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any mobile, smart device or computer hardware or software;
  - (e) collect or store data about other users of the App or other individuals unless you have the explicit consent from someone for whom you care to do so; or
  - (f) engage in any other conduct that inhibits any other person from using or enjoying the App.

## **8 Warranties and liability**

- (a) All express or implied guarantees, warranties, representations, statements, terms and conditions relating to these terms of use and the App that are not contained in these terms of use, are excluded to the maximum extent permitted by law.
- (b) In particular, and without limiting paragraph 8:
  - (i) while we endeavour to provide a convenient and functional App, we do not guarantee that that your requirements will be met or that your use of the App will be uninterrupted, error free or that the App is free of viruses or other harmful components;
  - (ii) which occurs outside of our digital systems (such as those which occur while being sent over the internet); and
  - (iii) we cannot be responsible for any third party communications, including communications between you and a pharmacy, and CMIs.
- (c) We recommend that, to the extent possible, you install and use up-to-date anti-virus, anti-spyware and firewall software on your mobile phone, computer or other device you use to access the App.
- (d) Nothing in these terms of use excludes, restricts or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.

- (e) If any guarantee, term, condition or warranty is implied into these terms of use under the Australian Consumer Law or any other applicable legislation (a **Non-Excludable Provision**) and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following, at our option:
- (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
  - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (f) Subject to paragraphs 8(c) and 8(f) and our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, we are not liable for any claims under or relating to these terms of use or arising in connection with your use of the App, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis.
- (g) Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

## 9 Links and advertisements

- (a) The App may contain links or references to other third party apps or websites, and also advertisements which may include embedded links. We have not reviewed any of the references or sites linked to the App and are not responsible for the content or accuracy of any off-site pages or any other apps or sites referenced in or linked to the App. The inclusion of any link, reference or advertisement does not imply that we endorse the linked site or reference, or the subject matter of the advertisement.
- (b) Sometimes our App provides access to digital navigation services (including Google Maps) to allow you to locate pharmacies and other health services/providers. By accessing the Google Maps service through our App, you agree to be bound by Google's terms of service, which can be accessed at: <https://www.google.com/policies/terms/>.

## 10 Force Majeure

Neither party will be liable for any failure or delay in performing any of its obligations under these terms if such delay is caused by circumstances beyond that party's reasonable control.

## 11 General

- (a) If any part of these terms of use is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.

- (b) These terms of use are governed by the laws of New South Wales, Australia and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.
- (c) These terms of use constitute the entire agreement between us and you in relation to the App and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the App.
- (d) Your use of the App is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the App, including sending you electronic notices.
- (e) The provisions of these terms of use which by their nature survive termination or expiry of these terms of use will survive termination or expiry of these terms of use.
- (f) No waiver, delay or failure by us to take any action will constitute or be construed as a waiver of that or any other term, condition, option, privilege or right we may have.
- (g) The word "including" when used in these terms of use is not a term of limitation.