

We provide a cloud-based portal (**Portal**) where you can order medical devices and products, which may include medical devices and products regulated as 'vaping goods' under the TG Act (**Products**).

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Mood State Medical Pty Ltd (ACN 676 619 917).

These Terms form our contract with you, and set out our obligations as a supplier and your obligations as a customer. You cannot use our Portal unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: support@moodstate.com.au.

These Terms were last updated on 26 June 2026.

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information;
- clause 1.3 (Variations) which sets out how we may amend these Terms; and
- clause 10 (Liability) which sets out exclusions and limitations to our liability under these Terms.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Portal, or for featuring certain goods or services on our Portal.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Engagement and Term

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| <p>1.1 These Terms apply from when you sign up for an Account, until the date on which your Account is terminated in accordance with these Terms. We grant you a right to use our Portal for this period of time only.</p> <p>1.2 You must be at least 18 years old, a person permitted to purchase and on-supply the Products under the TG Act or otherwise by law, and a pharmacy, dispensary or clinic that holds the licences, approvals and permits required to acquire, store and on-supply the Products, to use our Portal.</p> <p>1.3 Variations: We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use our Portal after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may close your Account with effect from the date of the change in these Terms by providing written notice to us. If you close your Account, you will no longer be able to access our Portal on and from the date of cancellation.</p> | <p>(a) access or use our Portal in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;</p> <p>(b) interfere with or interrupt the supply of our Portal, or any other person's access to or use of our Portal;</p> <p>(c) introduce any viruses or other malicious software code into our Portal;</p> <p>(d) use any unauthorised or modified version of our Portal, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Portal;</p> <p>(e) attempt to access any data or log into any server or account that you are not expressly authorised to access;</p> <p>(f) use our Portal in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;</p> <p>(g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or</p> <p>(h) access or use our Portal to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.</p> |
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2. Portal Access

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| <p>2.1 Subject to your compliance with these Terms, we will provide you with access to our Portal.</p> <p>2.2 While you have an Account, we grant you and your Authorised Users a right to use our Portal (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person.</p> <p>2.3 You must not (and you must ensure that your Authorised Users do not):</p> | <p>Account</p> <p>2.4 You must sign up for an Account in order to access and use our Portal.</p> |
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- 2.5 We may enable the ability to register for an Account via a third-party, such as through an Apple, Google or Facebook account (**Single Sign-On Account**). If you sign in to your Account using a Single Sign-On Account, you authorise us to access information from your Single Sign-On Account including your name and contact information.
- 2.6 You may invite Authorised Users to access and use our Portal under your Account. Each of your Authorised Users will require a login (which is linked to your Account), in order to access and use our Portal. You are responsible for ensuring that your Authorised Users comply with these Terms. You may change who your Authorised Users are at any time through your Account, and what access rights or permissions they have when using our Portal. Any limitations on the number of Authorised Users you can have will be set out in your Account or on our Portal. You are responsible and liable for any purchases made on your behalf by your Authorised Users.
- 2.7 You agree that your Authorised Users must be permitted to purchase and on-supply the Products under the TG Act or otherwise by law, and must be authorised to purchase Products on your behalf.
- 2.8 While you have an Account with us, you agree to (and to ensure your Authorised Users agree to):
- (a) notify us if your health practice ceases to be registered;
 - (b) keep your information up-to-date (and ensure it remains true, accurate and complete);
 - (c) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
 - (d) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.

Availability, Disruption and Downtime

- 2.9 While we strive to always make our Portal available to you, we do not make any promises that these will be available 100% of the time. Our Portal may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- 2.10 Our Portal may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- 2.11 We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Portal.
- 2.12 **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).
- 2.13 **Third Party Products or Services:** Where you engage third parties to operate alongside our Portal (for example, any third-party software systems you wish to integrate with our Portal), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise under clause 2.12.

3. Supply of Products

- 3.1 In consideration for your payment of the Price, we will supply the Products in accordance with these Terms.

Ordering Products

- 3.2 You may request us to supply Products by placing an order through the Portal (**Order Request**).
- 3.3 If we accept the Order Request, we will issue confirmation of your Order Request and it will become a binding Order. To the maximum extent permitted under law, we are not obligated to accept any Order.
- 3.4 Some Products may have a minimum order quantity for each Order. Where a minimum order quantity applies, this will be indicated on our Portal. All Orders must be for standard pack sizes as indicated on our Portal (if any).
- 3.5 Once an Order is accepted, it cannot be cancelled by you without our consent. All Orders are subject to the availability of Products, and Products may be discontinued or become unavailable at any time. We may cancel an Order at any time and will refund you the Price paid for that Order.
- 3.6 Each Order is subject to, and will be governed by, these Terms and any other conditions expressly set out on our Portal. To the extent of any ambiguity or discrepancy between an Order and these Terms, these Terms will prevail.

Delivery, Title and Risk

- 3.7 If our Portal expresses a time within which the Products are to be supplied, we will use reasonable endeavours to supply the Products by such time, but you agree that such time is an estimate only.
- 3.8 You acknowledge and agree that any Order may be delivered in parts depending on the availability of the Products.
- 3.9 You must ensure that you are available to accept delivery of the Products at your nominated delivery location. Where we cannot deliver the Products due to your acts or omissions, you will be responsible for any additional costs we incur to store and re-deliver the Products to you.
- 3.10 Risk in the Products will pass to you immediately upon delivery to your nominated delivery location. We will be responsible for the costs of delivery unless otherwise indicated on our Portal.
- 3.11 Title to all Products supplied by us remains with us and does not pass to you until the Price for those Products is received by us in full.
- 3.12 Where Products are supplied to you without payment in full, you:
- (a) are a bailee of the Products until title to them passes to you;
 - (b) irrevocably appoint us as your agent to do all acts and things necessary to ensure our retention of title to the Products, including the registration of any security interest in our favour with respect to the Products;
 - (c) must store the Products separately from your own inventory and those of third parties, to enable them to be readily identified as our property;

- (d) must insure the Products from the time risk passes to you until title to the Products has passed to you; and
 - (e) must not allow any other person to have or acquire any encumbrance or security interest in the Products without our prior written consent.
- 3.13 Without limiting, and in addition to, any other obligation under these Terms, you agree to:
- (a) keep records that relate to the Products, including records of the Customers that you supplied the Products to, and make these available to us immediately upon request (to the maximum extent permitted by law);
 - (b) only supply the Products to Customers in the ordinary and usual course of your business as a health practice, pursuant to a valid prescription (if required by law);
 - (c) not alter or tamper with the Products, their packaging or labelling in any way, unless we consent or if required by law;
 - (d) store the Products safely and in accordance with the manufacturer's recommendations and any written safety or storage instructions, including instructions relating to the storage of dangerous or temperature-sensitive goods;
 - (e) use or supply the Products on a 'first-in, first-out' basis;
 - (f) only promote the Products in accordance with the TG Act and applicable laws, and remove non-compliant materials immediately at our request; and
 - (g) not sell or supply the Products outside of Australia, or sell or supply the Products to any Customer you know or suspect will use or supply the Products outside of Australia, without our prior written consent.

Product Recalls

- 3.14 If we, or the manufacturer, recall the Products for any reason, you agree to:
- (a) promptly cooperate with us and act in accordance with our reasonable instructions;
 - (b) provide us with a list of Customers to whom the Products were supplied to (to the maximum extent permitted by law);
 - (c) provide us with all documents we reasonably request; and
 - (d) make available for immediate collection any Products in your possession.
- 3.15 For any Products that are subject to a recall, we will (at our sole discretion) either replace the Products or issue you with a refund.
- 3.16 If a party becomes aware of any adverse incident involving the Products (such as deaths, injuries, permanent impairments or damage, or incidents that could lead to adverse incidents), or any actual, potential or threatened defect, fault or other condition in the Products that is of such a nature or extent that those Products should not be offered for supply, then it must within 24 hours of becoming aware, notify the other party of:
- a) the Products affected, by reference to (as applicable): invoice numbers, batch codes, item code numbers, quantities supplied, or any other unique identifier;

- b) the details of the adverse incident or the nature or extent of the actual, potential or threatened defect, fault or other condition; and
- c) any action the party has taken or proposes to take in relation to the circumstances described in subclause (b) above,
- c) and provide all other assistance reasonably necessary to assist a party in meeting its legal obligations.

4. Payments

- 4.1 You must pay all amounts due under these Terms in accordance with these Terms or as set out on our Portal (as applicable).
- 4.2 You must not pay, or attempt to pay, any fees due under these Terms by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your bank account, and you confirm that you are either the holder or an authorised signatory of that bank account.
- 4.3 **Late Payments:** If any fees due under these Terms or the Price for the Products are not paid on time, we may:
- (a) after a period of 7 days from the date on which we issue you with a written default notice, suspend your access to our Portal and any unfilled Orders until we receive payment of the outstanding amounts;
 - (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time-to-time, plus 4% per annum, calculated daily and compounding monthly;
 - (c) enter any premises where unpaid Products are stored or held, for the purpose of retrieving and taking possession of those Products, and you agree to provide any access, items and consents required to enable us to do so; and/or
 - (d) after a period of 7 days from the date on which we issue you with a written default notice, recover (or ask a debt collection agency to recover), as a debt due and immediately payable from you, the amounts outstanding along with our reasonable additional costs of doing so (including all recovery costs).
- 4.4 **GST:** As an Australian business, we may be required by law to charge GST on the Price. When applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges at the same time you pay us the Price. "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

5. Intellectual Property and Data

- 5.1 We own all intellectual property rights in our Portal. This includes how our Portal looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and

you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Portal.

- 5.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

Your Data

- 5.3 We do not own any of Your Data, but when you enter or upload any of Your Data into our Portal, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an Account with us (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:
- (a) supply our Portal and Products to you and your Authorised Users, and otherwise perform our obligations under these Terms;
 - (b) diagnose problems with our Portal;
 - (c) improve, develop and protect our Portal;
 - (d) send you information we think may be of interest to you based on your marketing preferences;
 - (e) perform analytics for the purpose of remedying bugs or issues with our Portal; or
 - (f) perform our obligations under these Terms (as reasonably required).
- 5.4 You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur over various networks.
- 5.5 You are responsible for (meaning we are not liable for):
- (a) the integrity of Your Data on your systems, networks or any device controlled by you or your Authorised Users; and
 - (b) backing up Your Data.
- 5.6 When you use our Portal, we may create anonymised statistical data from Your Data and usage of our Portal (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve our Portal, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.
- 5.7 If you do not provide Your Data to us, it may impact your ability to use our Portal.

6. Confidential Information and Personal Information

- 6.1 While using our Portal, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any Authorised Users, employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (In other words, the disclosure is absolutely

necessary), and that they also agree to not misuse or disclose such confidential information.

- 6.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.
- 6.3 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website, and applicable privacy laws.
- 6.4 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).
- 6.5 We may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers and our professional advisors).
- 6.6 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.

7. Consumer Law Rights

- 7.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (Consumer Law Rights), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms. We exclude all implied warranties or conditions, including any implied warranties of merchantability or fitness for a particular purpose.
- 7.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance.
- 7.3 If you accept these Terms in Australia, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).

8. Representations and Warranties

- 8.1 You represent and warrant that:
- (a) you are a registered health practice, pharmacy, dispensary, or clinic who is permitted to purchase and on-supply the Products under the TG Act or otherwise by law, and hold the applicable permits and licences to store the Products and supply the Products to Customers;
 - (b) all of your Authorised Users are permitted to purchase the Products under the TG Act or otherwise by law and are authorised to place Orders on your behalf;
 - (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (d) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur; and

- e) if you enter into these Terms as a trustee of a trust, then:
 - (1) you are the sole trustee of the relevant trust and have been validly appointed;
 - (2) you have full and valid power, authority, consents and approvals under the relevant trust to accept these Terms and carry out the transactions contemplated by these Terms; and
 - (3) you have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by you under these Terms.

9. Security Interest

- 9.1 You acknowledge and agree that:
- (a) these Terms constitute a 'security agreement' under the *Personal Property Securities Act 2009* (Cth) (**PPSA**);
 - (b) this clause 9 creates a security interest in the Products and any proceeds from any sale or disposal of the Products, and we are a secured party in relation to the Products and any such proceeds;
 - (c) we are entitled to register our interest on the relevant register as (at our discretion) a security interest, and if applicable, a 'purchase money security interest'; and
 - (d) you must (at your cost), where we request, take all steps that we consider necessary or desirable to assist us to register our security interest, to ensure our security interest in the Products and the proceeds is enforceable, and to perfect, or better secure our position under this Agreement, or ensure our priority over all other security interests
- 9.2 Until such time as title in the Products has passed to you as contemplated under clause 3.11, you must not allow any other person to have or acquire any security interest in the Products, unless with our prior written consent.
- 9.3 To the extent the Law permits, you waive your right to receive any notice (including notice of a verification statement) that is required by the PPSA, including but not limited to notices under sections 95, 118, 121, 130, 132, 135 or 157. However, this does not prevent us from giving a notice under the PPSA.
- 9.4 You must not disclose any information of the kind referred to in section 275 of the PPSA, to the extent permitted under that section.
- 9.5 Nothing in this clause 9 is intended as an agreement to subordinate a security interest arising under this Agreement and conditions in favour of any person under section 61 of the PPSA.
- 9.6 In this clause 9, a 'security interest' includes any form or lien, encumbrance or a security interest under the PPSA.
- 9.7 Terms used in this clause 9 but not defined have the same meanings as in the PPSA.

10. Liability

- 10.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:
- a) any personal injury or death due to your negligent, wrongful

- or unlawful use of, or misuse of, the Products;
- b) any breach of law by you or your Authorised Users;
- c) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
- d) any use of our Portal by a person or entity other than you or your Authorised Users.

10.2 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:

- a) neither we or you are liable for any Consequential Loss;
- b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss;
- c) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to:
 - 1) replacing the Products or the supply of equivalent Products, or the payment of the cost of replacing the Products or of supplying equivalent Products; or
 - 2) the repair of the Products, or the payment of the cost of having the Products repaired; or
 - 3) supplying our Portal again or paying the cost of having our Portal supplied again; and
- (d) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to the Price paid by you to us in respect of the supply of the relevant Products to which the Liability relates.

11. Suspension and Termination

- 11.1 We may suspend your access to our Portal where we reasonably believe there has been any unauthorised access to or use of our Portal (such as the unauthorised sharing of login details for our Portal). If we suspend your access to our Portal, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Portal will end.
- 11.2 We may terminate these Terms (meaning you will lose access to our Portal, including access to your Account) if:
- a) you or your Authorised Users breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
 - b) you or your Authorised Users breach these Terms and that breach cannot be remedied; or
 - c) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).
- 11.3 You may terminate these Terms if:
- (a) we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
 - (b) we breach these Terms and that breach cannot be remedied.

11.4 You may also terminate these Terms at any time by notifying us through your Account or to our email for notices (as set out in clause 12.8), and termination will take effect immediately.

11.5 Upon termination of these Terms:

- (a) by us, then any current Order will also terminate on the date
- (b) by you, then any outstanding Orders will continue in accordance with the terms of the Order (and these Terms) until such time as the Order is complete or the Order is otherwise terminated in accordance with its terms;
- (c) without limiting and subject to your Consumer Law Rights, any payments made by you for Products already supplied are not refundable to you;
- (d) you are to pay for all Products supplied prior to termination, including Products which have been supplied and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
- (e) you agree to grant us such rights of access to any premises where unpaid Products are located to allow us to recover or repossess them;
- (f) by us pursuant to clause 11.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees);
- (g) we may, at our sole discretion, buy-back any Products on-hand which are of merchantable quality, for the same price you paid for those Products less any handling or delivery fees; and
- (h) we will retain Your Data (including copies) as required by law or regulatory requirements.

11.6 Termination of these Terms will not affect any other rights or liabilities that we or you may have.

12. General

12.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

12.2 **Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If the Dispute is not resolved at that initial meeting:

- a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
- b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered

by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Sydney, New South Wales, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

12.3 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations, if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.

12.4 **Governing law:** These Terms are governed by the laws of New South Wales, and any matter relating to these Terms is to be determined exclusively by the courts in New South Wales and any courts entitled to hear appeals from those courts.

12.5 **Illegal Requests:** We reserve the right to refuse any request for or in relation to our Portal that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.

12.6 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.

12.7 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

12.8 **Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account.

12.9 **Publicity:** You agree that with your consent we may advertise or publicise the fact you are a customer of ours, for example on our website or in our promotional material, and you grant us a right to display and use your logo and branding solely for that purpose.

12.10 **Subcontracting:** We may subcontract the supply of any part of our Portal or the Products without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractors.

12.11 **Survival:** Clauses 4 to 11 will survive the termination or expiry of these Terms.

12.12 **Third Party Sites:** Our Portal may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Portal, those goods or services are being provided by that third party, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Portal, or for featuring certain goods or services on our Portal. We will make it clear by notice to you which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Portal.

13. Definitions

13.1 In these Terms:

Account means an account accessible to the individual or entity who signed up to our Portal, under which Authorised Users may be granted with access.

Authorised User means a user that you have invited to use our Portal through your Account.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Price or any other amounts due under these Terms will not constitute "Consequential Loss".

Consumer Law Rights has the meaning given in clause 7.1.

Customer means any individual who you supply the Products to pursuant to a valid prescription (where required by law).

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Order means an order for the supply of Products, placed in accordance with clause 3.2.

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Portal means our cloud-based portal that we provide you with access to so that you can order Products from us.

Price means the price for the Products as listed from time-to-time on our Portal and applicable at the time of the Order.

Products means the products available for purchase from our Portal.

TG Act means the *Therapeutic Goods Act 1989* (Cth).

Your Data means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you and your Authorised Users when using our Portal or stored by or generated by your use of our Portal, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Portal. Your Data does not include any data or information that is generated as a result of your usage of our Portal that is a back-end or internal output or an output otherwise generally not available to users of our Portal.