

# Website Terms of Use

Last updated January 2023

## 1. Who we are and how to contact us

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- (a) [www.resonancehealth.com](http://www.resonancehealth.com), [www.ferriscan.com](http://www.ferriscan.com), [www.hepafat.com/hepatfat-scan](http://www.hepafat.com/hepatfat-scan) and [www.resonanceclinical.com](http://www.resonanceclinical.com) are websites (the **Sites**) owned and operated by Resonance Health Ltd, ABN 96 006 762 492 (**we, us and our**) and may contain content from us and our related companies.
- (b) In these terms, Resonance Health Ltd (and our directors, officers, employees, contractors and agents, successors and assigns) and our related companies (and their directors, officers, employees, contractors, agents, successors and assigns) are referred to collectively as "**Resonance**".
- (c) To contact us, please visit [www.resonancehealth.com/contact](http://www.resonancehealth.com/contact).

## 2. By using the Sites you accept these terms

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- (a) By using any one or all of the Sites, you confirm that you accept these terms of use together with any other notices and disclaimers on the Sites. If you do not agree to these terms, you must not continue to use the Sites.
- (b) Our Privacy Policy sets out how we collect, use, store and disclose personal information in connection with the operation of the Sites. It is accessible here: [www.resonancehealth.com/privacy](http://www.resonancehealth.com/privacy)

## 3. We may change these terms or the Sites

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- (a) We reserve the right to amend or replace these terms at any time. Changes to these terms will be reflected on this page. By continuing to use any one or all of the Sites, you agree to be bound by these terms as amended or replaced from time to time. You should periodically refer to this page so that you are aware of any amended or new terms. If you do not agree to any such terms, you must not continue to use the Sites.
- (b) We may update and change the Sites from time to time to reflect changes to our business priorities, users' needs and changes to our products and services.
- (c) You are responsible for ensuring that all persons who access the Sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## 4. We may suspend or withdraw the Sites

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We do not guarantee that the Sites, or any content on them, will always be available and/or uninterrupted. We may suspend or withdraw the availability of all or any part of the Sites at our discretion for any reason.

## 5. Eligibility to use the Sites

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The Sites are primarily directed at users who are residing in and use the Sites within Australia. We do not represent that content available on or through the Sites is appropriate for use or available in other locations. If you access any Site from outside Australia, you do so at your own risk and you are responsible for compliance with laws applicable to your accessing the Sites from your location.

## 6. Ownership of content on the Sites

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- (a) Resonance is the owner or licensee of all intellectual property rights in the Sites and in the content published on them, unless indicated otherwise. The Sites and the content published on the Sites are protected by copyright laws and treaties around the world. All such rights are reserved.
- (b) You may not use a trade mark displayed on any Site without express written authority from Resonance. Nothing contained on any Site should be construed as granting any licence or right of use of any trade mark displayed on any Site.

## 7. Permitted uses of the Sites and content on the Sites

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- (a) You may view the Sites using your web browser and save an electronic copy, or print out a paper copy, of parts of the Sites solely for your own personal use, information, research or study.
- (b) You must not modify, copy, reproduce, republish, extract, frame, download onto a computer, upload to a third party, post, transmit or distribute any content on the Sites in any way, except as expressly provided for in these terms or with our express written consent. You must not use any illustrations, photographs, videos or audio sequences or any graphics separately from any accompanying text.
- (c) Our status (and that of any identified contributors) as the author of content on the Sites must always be acknowledged.

## 8. Prohibited uses

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- (a) You agree not to:
  - (i) use the Sites or any content on the Sites in any manner or for any purpose which is unlawful or in any manner which violates any of our rights or which is prohibited by these terms;
  - (ii) use any part of the content on the Sites for a commercial purpose without our express written consent (use of the content on a Site for a commercial purpose is any use other than accessing and using the content for your own personal and private decision making);
  - (iii) use any spider, screen scraper, robot, or other automated similar software or device to use or access the Sites in any way

whatsoever, including monitoring, downloading or copying any of the content on the Sites;

- (iv) use the Sites in any manner that could disable, overburden, damage or impair the Sites or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites;
  - (v) use any manual process to monitor or copy any of the content on the Sites or for any other unauthorised purpose without our express written consent;
  - (vi) delete or alter any copyright, trade mark or other proprietary rights from copies of content from the Sites;
  - (vii) use any device, software or routine that interferes with the proper working of the Sites;
  - (viii) introduce any viruses, Trojan horses, worms, logic bombs or other content which are maliciously or technologically harmful;
  - (ix) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Sites, the servers on which the Sites are stored or any server computer or database connected to any Site;
  - (x) attack any Site via a denial-of-service or a distributed denial-of-service attack; or
  - (xi) otherwise attempt to interfere with the proper working of the Sites.
- (b) In the event of any breach by you of the above prohibitions on use of the Sites, your right to use the Sites will cease immediately. We may report any of the above activities to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them.

## 9. Availability of the Sites and content

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- (a) We do not guarantee that the Sites, or any content on them, will always be available and/or uninterrupted. We may suspend or withdraw the availability of all or any part of any Site at our discretion for business and operational reasons.
- (b) To the extent permitted by law, Resonance expressly disclaims any responsibility or legal liability to anyone whatsoever for any direct, indirect, special, incidental, consequential or punitive loss or damage caused by or in connection with your use of the Sites and any information or content on the Sites, or caused by or in connection with your inability to access the Sites at any time or to access any information or content on the Sites at any time.

## 10. Reliance on content and information on the Sites

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- (a) The Sites and all content and information on the Sites are provided on an "as is" and "as available" basis, and Resonance makes no representations or warranties, express or implied, regarding the operation or availability of

the Sites, or the reliability, accuracy or completeness of content available on the Sites.

- (b) Any content and information provided on the Sites is general information only and does not constitute medical advice.
- (c) The Sites do not and must not be construed as providing recommendations in relation to any health treatment options.
- (d) To the extent permitted by law, Resonance expressly disclaims any responsibility or legal liability to anyone whatsoever for any direct, indirect, special, incidental, consequential or punitive loss or damage caused by or in connection with the reliance by a person or entity on content or information made available on the Sites, including without limitation where there are any errors or omissions in the content or information on the Sites.

## 11. Guests and registered users

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- (a) In addition to general browsing of the Sites, you may also access certain areas of the Sites as a guest or registered user. We only permit one registration per email address.
- (b) You must keep your password secure and confidential and must not disclose it to any third party. If you know or suspect that anyone other than you knows your password, you must promptly notify us at [www.resonancehealth.com/contact](http://www.resonancehealth.com/contact).
- (c) We have the right to terminate or suspend your account at any time if in our reasonable opinion you have failed to comply with these terms of use or any other agreement between us.

## 12. Feedback

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If you submit feedback or suggestions about our products or services, we may use your feedback or suggestions without obligation to you.

## 13. Links to third party websites and other resources

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- (a) The Sites contain links to third party websites and other resources provided by third parties. Any such linked sites and resources are not under our control, and, to the extent permitted by law, we expressly disclaim any responsibility or legal liability to anyone whatsoever for any direct, indirect, special, incidental, consequential or punitive loss or damage caused by or in connection with your access to any linked site or resource, the content of any linked site or resource accessed through any Sites, or any subsequent hyperlink contained in that site.
- (b) The inclusion of any link on any Site to third party websites and/or resources does not imply any endorsement or approval by Resonance of those linked websites or resources or any products, services or information you obtain from them.
- (c) You agree that your access and use of a third party site is entirely at your own risk.

## 14. Linking to the Sites

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You may not link any third party website to any pages of the Sites unless we agree in writing.

## 15. Malicious software

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- (a) We use reasonable endeavours to protect the Sites from malicious software, however Resonance does not provide any warranty or representation that the Sites, or any third party websites or resources that may be accessed through links on the Sites, are free from malicious software.
- (b) To the extent permitted by law, Resonance expressly disclaims any responsibility or legal liability to any person for any direct, indirect, special, incidental, consequential or punitive loss or damage resulting from the transmission of any malicious software through use of the Sites.

## 16. Limitation of liability for breach of implied warranty or condition

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In the case of goods or services supplied or offered by Resonance, liability for breach of any implied warranty or condition which cannot be excluded at law is limited at our option to either the supply of the goods (or equivalent goods) or services again or the payment of the cost of having the goods (or equivalent goods) or services supplied again.

## 17. Indemnity

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You agree to indemnify and hold Resonance harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees arising out of or in connection with a breach by you of these terms or arising in connection with your use of the Sites, including without limitation the use or reliance by you upon any information provided or omitted from the Sites.

## 18. Governing Law

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These terms are governed by, construed and enforced in accordance with the laws of Western Australia, Australia. You and we agree that disputes arising from these terms are subject to the exclusive jurisdiction of the courts in Western Australia, Australia.