

## Sales Agreement

### 1 Background

- (a) InteliCare Holdings Ltd ACN 607 124 247 of Level 1, 299 Vincent Street Leederville, Western Australia 6007 (**InteliCare**) owns or has the right to provide the Hardware, Application and its associated Services.
- (b) The Customer wishes to purchase the Hardware and/or access the Application to receive the Services. InteliCare agrees to provide the Hardware and/or access to the Application and the Services to the Customer on the terms and conditions set out in this Agreement.
- (c) The Customer may have been supplied the means by which to access and use the Hardware and/or Application and its associated Services by a distribution agent acting on behalf of InteliCare. Alternatively, another party (**Provider**) may have entered into an agreement with InteliCare to purchase the Hardware and/or Application and the Services on behalf of the Customer. Nonetheless this Agreement, together with the Application Terms of Use and Order Form, govern all use by the Customer of the Hardware, Application and the Services.

### 2 Acceptance

- (a) By agreeing to purchase the Hardware and/or the Application and the Services:
  - (i) where the Customer is an individual, the Customer agrees to be bound to the terms of this Agreement;
  - (ii) where the Customer is a corporation or other organisation, the Customer acknowledges and agrees that its representative is agreeing on behalf of the Customer to be bound by the terms of this Agreement; and the Customer warrants that the Customer's representative has the authority to enter into this Agreement on behalf of the Customer.
- (b) This Agreement constitutes the entire agreement between the parties in connection with the subject matter and supersedes all previous agreements or understandings between the parties in connection with the subject matter.

### 3 Term of Services

- (a) The Services commence on the start date specified in the relevant Order Form or invoice (**Subscription Start Date**) and continue until terminated in accordance with clause 17, or as otherwise agreed between the parties.

### 4 Ordering

(Note: This clause only applies to the Customer if the Customer deals directly with InteliCare and not through a distribution agent or Provider.)

- (a) The Customer must complete and submit to InteliCare the Order Form for the Hardware and/ or Application and its associated Services it requires.
- (b) Upon InteliCare's confirmation of acceptance of an Order Form, any:
  - (i) Hardware ordered will be delivered as specified in the Order Form; and/or
  - (ii) Application Subscription and its associated Services set out in the Order Form will commence from the relevant Subscription Start Date.
- (c) The Order Form will form part of this Agreement and InteliCare will not be bound by any terms other than those contained in this Agreement and an Order Form.

### 5 Provision of Application and Services

- (a) Subject to the payment of the Fees and the Customer's compliance with the terms of this Agreement, InteliCare will provide:
  - (i) access to the Application during the relevant Subscription Term; and
  - (ii) the Services.
- (b) InteliCare warrants that the Services will be provided to the Customer during the Term with all reasonable care and skill.

### 6 Customer's obligations

- (a) The Customer is solely responsible and liable for all Resident Data uploaded, installed, stored or accessed by it on the Application. Where the Customer is not the Resident, the Customer represents and warrants that it has all necessary permissions and consents from the Resident to enable InteliCare to provide Services in accordance with this Agreement.
- (b) The Customer must comply with InteliCare's reasonable instructions and guidelines relating to the input of the Resident Data and security requirements from time to time. The Customer must not copy, disable, interfere with or make any unauthorised use of any security device or protocol provided by InteliCare.
- (c) The Customer must:

- (i) only use the Application for the Permitted Purpose and not for any other purpose;
  - (ii) ensure that it does not share its log in identifications or passwords with other persons;
  - (iii) ensure that all devices used to access the Application have up to date anti-virus software installed and operating; and
  - (iv) keep all passwords, account names or log in identifications required to access the Application secure and confidential.
- (d) The Customer understands and agrees that:
- (i) the Hardware, Application and its associated Services are to be used for the Permitted Purpose only;
  - (ii) it is the Customer's responsibility to evaluate the seriousness of the notifications or alerts received via the Application and take the appropriate action;
  - (iii) the Application and its associated Services are not intended as a substitute for medical advice.
- (e) The Customer shall not either itself or allow on its behalf any agent or third party to:
- (i) copy any aspect of the Application and its associated Services other than in the ordinary course of the operation, use, marketing, promotion, sale or supply of such Application or associated Services under this Agreement;
  - (ii) subject to applicable Law, decompile, disassemble, or otherwise reverse engineer any aspect of the Application or its associated Services or determine any source code, algorithms, methods or techniques used or embodied in the Application;
  - (iii) without InteliCare's prior written consent, modify, translate, adapt or otherwise create derivative works based upon, the Application or its associated Services;
  - (iv) copy ideas, features, functions or graphics of the Application for use in another product or service;
  - (v) use the Application directly or indirectly for any activity or upload, store or transmit any data, information or material unlawfully or which prevents any other Customer from accessing, using or enjoying the Application;
  - (vi) attempt to gain unauthorised access to the Application and associated Services or any part thereof, or use another person's name, registration account, log in identification or password;
  - (vii) knowingly introduce or transmit any malicious code or other disabling feature to or from the Application;
  - (viii) remove, disable or modify any security, anti-virus or other software on the Application;
  - (ix) attempt to gain access to any data or information within or through the Application, other than the Customer Data;
  - (x) use the application and associated Services in whole or in part to provide any third party, including health care provider or application service provider, with data obtained in connection with this Agreement, unless expressly agreed in writing by InteliCare;
  - (xi) remove any intellectual property ownership or management information appearing in any part of the Hardware, Application and associated Services;
  - (xii) engage in any conduct relating to the marketing and sales of the Hardware or Application and its associated Services which is misleading or deceptive;
  - (xiii) not do anything that does, or may reasonably be expected to interfere with the sale, promotion, marketing and support of the Hardware, Application and its associated Services by or on behalf of InteliCare to another customer;
  - (xiv) describe itself as agent or representative of InteliCare except as expressly authorised by Agreement with InteliCare.
- 7 Usage monitoring and reporting**
- (a) Subject to this clause 7 the Customer acknowledges and agrees that InteliCare may at any time during the Term:
- (i) monitor and measure access to and use of the Application and Services by the Customer for the purposes of ensuring compliance with the terms of this Agreement and technical efficiency of the Hardware, Application and its associated Services; and
  - (ii) report to other parties on usage levels and metrics, provided such reports are on an aggregated and de-identified basis.
- (b) The reporting of usage metrics by InteliCare pursuant to clause 7(a) will be limited to aggregated usage data and will not identify the Customer or Resident or

disclose the Resident Data in a non-aggregated or identified basis.

## 8 Third Party Services

- (a) The Customer acknowledges that the Application or associated Services includes Third Party Services and agrees to accept and be bound by the additional terms that may apply in respect of such Third Party Services.
- (b) In the event that, for any reason, a provider of Third Party Services terminates or suspends supply, materially changes or ceases to support a Third Party Service which impacts on InteliCare's ability to provide the Services to the Customer, InteliCare will notify the Customer as soon as reasonably practicable. InteliCare may terminate any or all Application Subscriptions on notice to the Customer where a provider of a Third Party Service suspends or terminates all or part of a Third Party Service. InteliCare will provide as much prior notice to the Customer as is practicable in the circumstances.

## 9 Payment

(Note: This clause only applies to the Customer if the Customer deals directly with InteliCare and not through a distribution agent or Provider.)

- (a) The Customer must provide accurate and complete billing information when filling out the Order Form.
- (b) InteliCare will not be liable for any billing errors that occur as a result of the Customer providing inaccurate billing information.
- (c) The Customer must pay to InteliCare the fees and charges for the Hardware and/or Application and its associated Services, based on conditions defined by the Customer's selected payment option, in accordance with the Order Form.
- (d) The Customer acknowledges and agrees that InteliCare may notify the Customer of any changes to the fees at any time by giving the Customer 30 days' notice. InteliCare will provide reasonable notice of any such increase. If the Customer does not accept the notified increase to the fees, and the increase could be reasonably expected to adversely affect the Customer, the Customer may terminate this Agreement by giving 14 days' notice in writing to InteliCare.

## 10 Goods and Services Tax

- (a) In this clause 10:
  - (i) **GST Law** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (ii) terms used in this clause which are not defined in this document, but which are defined in the

GST Law, have the meanings given in the GST Law.

- (b) Unless otherwise stated in this document, amounts payable, and consideration to be provided, under any other provision of this document exclude GST.
- (c) If GST is payable on a supply made in connection with this document, the recipient must pay the party making the supply an amount equal to the GST payable on that supply at the time the recipient pays or provides any part of the consideration for the supply.
- (d) InteliCare must give a tax invoice to the recipient no later than the time when the recipient is required to pay or provide any part of the consideration for the supply.
- (e) If an adjustment event arises in connection with a supply made in connection with this document:
  - (i) InteliCare must recalculate the GST payable to reflect the adjustment event;
  - (ii) InteliCare must give the recipient an adjustment note as soon as reasonably practicable after InteliCare becomes aware of the adjustment event; and
  - (iii) the adjustment amount must be paid without delay either by the recipient to InteliCare or by InteliCare to the recipient as the case requires.
- (f) Where a party must pay to another party (other party) an outgoing of the other party, the amount payable is the sum of:
  - (i) the amount of the outgoing less any input tax credit in respect of it to which the other party, or its GST group representative member, is entitled; and
  - (ii) if the amount payable is subject to GST, an amount equal to that GST.

## 11 Warranty

### 11.1 General

- (a) InteliCare does not warrant that the Hardware, Application and its associated Services will meet any particular requirements or that their operation will be entirely error-free or that all defects are capable of correction or improvement.
- (b) Subject to any implied term, condition or warranty imposed by the *Competition and Consumer Act 2010* (Cth) as amended and/or under similar State legislation, all other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby excluded.

## 11.2 Hardware

- (a) If in the period of 24~~12~~ months from the purchase of the Hardware the Hardware is defective, InteliCare will repair the Hardware or provide a replacement of the defective Hardware within 15 days.
- (b) If the Hardware is defective, the Customer must contact InteliCare explaining the fault and providing related evidence to info@intelicare.com.au or take the Hardware to the Distributing Agent that sold the Hardware.
- (c) This warranty does not limit the benefits available to the consumer under any other law.

## 11.3 Services

- (a) The Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, the Customer is entitled to cancel the Services and receive a refund for the unused portion of the Services.

## 11.4 Third party products

- (a) InteliCare itself does not warrant third party products. Where InteliCare supplies third party hardware, InteliCare will pass on to the Customer the benefit of any third party warranty which will usually be supplied by a third party manufacturer as specified in the documentation provided with the third party products.

## 12 Maintenance and Support Services

### 12.1 Intelicare's Support and Maintenance Obligations

- (a) Subject to the terms of this Agreement and unless otherwise agreed in writing between the parties InteliCare shall provide Support and Maintenance to the Customer during the Normal Support Hours in respect of the Services during the Term, at no additional charge.
- (b) InteliCare is obliged to:
  - (i) respond only to problems; and
  - (ii) promptly notify and make available to the Customer all new releases.
- (c) InteliCare shall act upon the Customer's problems in accordance with the provisions set out within this Agreement. If a problem is due to a software fault, InteliCare shall thereupon use its reasonable endeavours to correct the software fault.
- (d) If the Customer is not the Resident:
  - (i) Upon reasonable request, the Customer shall ensure that InteliCare's support personnel are provided with the appropriate approvals, access information and remote electronic access, via

internet link if necessary, for investigating or rectifying reported problems.

- (ii) InteliCare shall not be obliged to continue to provide support and maintenance services in respect of the relevant problem if the Customer cannot provide or obtain such approvals.
- (e) During this Agreement additional functionality may also be released by InteliCare as separate modules and InteliCare may make such available to the Customer at an additional charge to be mutually agreed by the parties. InteliCare shall at its sole discretion decide what constitutes a separate module and whether to make such available to the Customer.
- (f) If the Customer requests InteliCare to carry out a modification or enhancement or supply other consultancy services, then the work will be carried out under a separate professional services agreement to be agreed by the parties at the relevant time. InteliCare shall be under no obligation to agree to perform such work however.
- (g) InteliCare shall keep the Customer informed in advance of any new modifications, intended or planned which it has in development or Service which it intends to replace or discontinue and the likely time-scale for introduction, replacement or discontinuation of the same.

### 12.2 Exclusions from support and maintenance

- (a) InteliCare shall be under no obligation to provide support and maintenance in respect of:
  - (i) problems resulting from any modifications or customisation of the Services not made by or authorised in writing by InteliCare;
  - (ii) incorrect or unauthorised use of the Services or operator error where these are defined as use or operation not in accordance with the documentation;
  - (iii) any fault relating to communication interruptions where the communications service does not form part of the Services;
  - (iv) any programs used in conjunction with the Services;
  - (v) use of the elements of the Services in any combination other than those specified in the documentation;
  - (vi) use of the Services with any other software or products that InteliCare has not expressly authorised in writing to be used.



## 13 Intellectual Property Rights

### 13.1 InteliCare Intellectual Property Rights

- (a) The Customer acknowledges and agrees that InteliCare owns or controls all rights, title and interest, including all Intellectual Property Rights, in and to the Application and the Services. The Customer has no right, title or interest in, or licence to use, such Intellectual Property Rights, except as expressly set out in this clause 13.
- (b) InteliCare warrants to the Customer that it has all necessary rights, licenses and permissions required to supply the Application and the Services to the Customer in accordance with the terms of this Agreement.

### 13.2 Restrictions on use of the Application

- (a) The Customer is permitted to access and use the Application solely for the Permitted Purpose and must not provide any type of similar service to, or use the Application on behalf of or for the benefit of, any third party by way of trade or otherwise in any similar such manner.
- (b) The Customer agrees that it will not infringe InteliCare's Intellectual Property Rights in the Application and will not modify, copy, republish, frame, distribute or communicate any part of the Application or otherwise use the Application or Services in a way which will infringe InteliCare's Intellectual Property Rights or other rights in the Application or Services.
- (c) Nothing contained on the Application or in this Agreement shall be construed as granting any licence or right to use any of the InteliCare Marks. Any unauthorised use of the InteliCare Marks by the Customer is strictly prohibited.
- (d) Neither this Agreement nor any licence or sub-licence granted under this Agreement shall be construed to convey or transfer any ownership or proprietary interest in any Intellectual Property Rights in the Services, documentation or the trade marks to the Customer or any third party.
- (e) The Services documentation is the valuable property of InteliCare and shall be treated as confidential.
- (f) The Customer undertakes throughout the Subscription Term:
  - (i) not to cause or permit anything which may damage or endanger InteliCare's Intellectual Property Rights or InteliCare's title to them or assist or allow others to do so;
  - (ii) to notify InteliCare of any actual, threatened or suspected infringement of InteliCare's Intellectual Property Rights;

- (iii) to notify InteliCare of any Claim by any third party that the Services infringe any Intellectual Property Rights of any third party;
- (iv) to take such reasonable action as InteliCare may direct at the expense of InteliCare in relation to such infringement;
- (v) to affix such notices to the Services or their packaging or advertising as InteliCare may be legally or statutorily required to do;
- (vi) on the termination of this Agreement forthwith not to use the Intellectual Property Rights save for any Product or Service already purchased under the terms of this Agreement;
- (vii) not to tamper with any markings or name plates or other indication of the source of origin of the product or Services which may be placed by InteliCare on the Services;
- (viii) to use the InteliCare Marks (in compliance with all relevant laws and regulations) whenever any product or Services is referred to by the Customer;
- (ix) not to use any name or mark similar to or capable of being confused with the InteliCare Marks nor modify any of the InteliCare Marks in any way nor use the InteliCare Marks or any derivation of them otherwise than is permitted by this Agreement;
- (x) to permit InteliCare to review without notice marketing materials containing the InteliCare Marks;
- (xi) to acknowledge that any goodwill or reputation for the Services generated by the Customer's obligations under this Agreement will belong to InteliCare and upon termination of this Agreement for whatever reason the Customer shall not be entitled to claim recompense or compensation for such enhanced goodwill or reputation.

## 14 Customer Data

### 14.1 Ownership and licence

- (a) Except as expressly set out in this clause 14, InteliCare does not acquire any right, title or interest in or to any Resident Data.
- (b) To the extent necessary by Law, the Customer grants InteliCare a non-exclusive, worldwide, royalty-free license to:
  - (i) collect, host, copy, transmit, display and store; and
  - (ii) disclose, and provide access, to

the Resident Data as necessary for InteliCare to provide the Services in accordance with this Agreement.

- (c) If the Customer is not the Resident, then the Customer must obtain approval from the Resident for InteliCare to use the Resident Data as necessary.

#### 14.2 Storage and security

- (a) Except to the extent required in performing its obligations under this Agreement or at Law, or as otherwise agreed in writing with the Customer, InteliCare will not itself access or use, or permit third parties to access or use, the Resident Data.
- (b) InteliCare will take reasonable steps to ensure that the Resident Data remains logically separate from any data of a third person.

#### 15 Indemnity

- (a) The Customer indemnifies and holds harmless InteliCare, and their respective offices, employees, agents and contractors (the those indemnified) from and gains any Claim or Loss which those indemnified pays, suffers or incurs or is liable for arising out of or in connection with:
  - (i) any breach of this Agreement;
  - (ii) the death or personal injury of any person;
  - (iii) the loss of, or damage to, any property;
  - (iv) any breach of law or infringement of a third party's rights; or
  - (v) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation,

to the extent caused or contributed to by any act or omission of the Customer or its Personnel.

#### 16 Limitations

##### 16.1 Internet Service Availability

- (a) The Customer understands that the Service depends on access to the internet to operate.
- (b) Where internet connectivity is lost, the Service and related alerting will be degraded or rendered unavailable.

##### 16.2 Limitations of GPS pendant component

- (a) The Customer understands that the GPS functions and the help of the SMS alarms the device sends out with a GPS location on Google Maps are limited to the common constraints of all GPS systems. The device uses the built in GPS technology to fix the location of the device with an accuracy of 2.5 metres.

- (b) The GPS functions require a line-of-sight connection to satellite in the sky to operate. For the device to receive the signal it must be pointed to the sky, and will normally take up to 10 minutes to receive its first fix and work out the co-ordinates of its exact location.

- (c) In the event a pendant cannot receive the GPS signal it will provide its last known position only in a help SMS. The device does not use a 'triangulation method' when a current GPS fixed is not available. The device checks for an updated GPS location when the device detects movement in accordance with the default, power saving mode. Therefore, InteliCare cannot guarantee that the device knows the current GPS location at all times.

- (d) Underground car parks, lifts, concrete buildings, tunnels and other constructions can block the signal that there may also be no mobile signal meaning the functions of the device will not operate until the wearer moves to an unobstructed location.

##### 16.3 Limitation of liability

- (a) Nothing in this Agreement excludes, restricts or modifies any condition, guarantee or warranty that is implied in respect of this Agreement by the *Competition and Consumer Act 2010* (Cth) or any other consumer protection legislation and which cannot be lawfully excluded, restricted or modified. Where such condition, guarantee or warranty is implied (is breached by InteliCare), InteliCare's sole liability will be limited to (as InteliCare may determine):
  - (i) in relation to Hardware, replacing or repairing the Hardware or paying the costs of having the Hardware replaced or repaired; and
  - (ii) in relation to Application and its associated Services, cancelling the Services and having any unused portion of the Application Subscription refunded.

- (b) The parties agree that the Services are not designed or guaranteed to prevent any Loss or injury. If, notwithstanding the terms of this Agreement, there should arise any liability on the part of InteliCare as a result of any cause whatsoever (whether in contract, negligence, personal injury, breach of statutory duty or under any indemnity or otherwise), regardless of whether or not such Loss was caused by or contributed to by InteliCare's negligence to any degree or failure to perform any obligation or strict products liability, any liability is limited to the amount equal to the fees paid the Customer for the supply of the Service.

- (c) In no event will InteliCare be liable for any damages resulting from Loss of data or use, lost profits, Loss of anticipated savings, nor for any damages that are an

indirect or secondary consequence of any act or omission of the Customer whether such damages were reasonably foreseeable or actually foreseen.

(d) InteliCare's maximum liability to the Customer or any Resident under this Agreement or otherwise for any cause whatsoever (whether in the form of a refund, the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the lesser of:

- (i) the sum for which InteliCare carries comprehensive insurance cover (subject to InteliCare actually recovering such sum from the insurer); or
- (ii) a sum equivalent to the price paid to InteliCare under this Agreement for the Hardware or Services that are the subject of the Customer's claim.

(e) All liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action.

(f) Both parties acknowledge and agree that the limitations and exclusions of liability set out in this clause are reasonable and have been agreed taking into account the commercial value of this Agreement to each party and the commercial standing of each party.

(g) InteliCare will not be responsible, liable or held to be in breach of this Agreement for any failure to perform its obligations under this Agreement or otherwise, to the extent that such failure is directly attributable to the Customer failing to comply with its obligations under this Agreement, or to the negligence or misconduct of the Customer or its personnel or a Resident.

## 17 Termination

- (a) Either Party may terminate this Agreement and the Application Subscriptions immediately by notice in writing to the other party if the other party:
  - (i) commits any material breach and does not remedy the same (if capable of remedy) within 30 calendar days of being notified of such breach; or
  - (ii) is affected by an insolvency event.
- (b) InteliCare may terminate this Agreement immediately on notice to the Customer where its invoices for the Fees remain unpaid for more than 30 days from the date of the invoice.
- (c) On termination of this Agreement, the Customer must pay any outstanding invoices within 5 days.

(d) The Customer may terminate this Agreement and the Application Subscriptions at any time.

(e) If termination occurs (for any reason) with within 24 months from the Subscription Start Date, if the Customer has not purchased the Hardware upfront, Customer must promptly return the Hardware to InteliCare, and InteliCare will reimburse the Customer's reasonable and proven costs incurred as a result of returning the Hardware.

(f) If termination occurs (for any reason) after 24 months from the Subscription Start Date, if the Customer has not purchased the Hardware upfront, the Customer will retain the Hardware.

(g) If termination occurs (for any reason) at any time, and the Customer has purchased the Hardware upfront, the Customer will retain the Hardware.

(e)(h) The Customer will be held liable for the total cost of Hardware not returned to InteliCare within 30 days of the date of termination.

## 18 General

- (a) The Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of InteliCare.
- (b) The parties are independent contractors and nothing in this Agreement gives rise to any relationship of agency, partnership, employment or otherwise.
- (c) In the event that any part of this Agreement is void, voidable, illegal or otherwise unenforceable it may be severed and the remaining provisions of this Agreement shall remain in full force and effect.
- (d) No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it.
- (e) No variation of this Agreement is effective unless made in writing and signed by each party.
- (f) All notices given under this Agreement must be given by a party to the other party's address for notice, as detailed on the Initial Order or as notified to it by the other party from time to time.
- (g) This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

## 19 Governing law

This Agreement is governed by the laws of Western Australia and each Party submits to the exclusive jurisdiction of the courts of Western Australia.

## 20 Definitions

In this document these terms have the following meanings:

<b>Application</b>	means the software application known as 'InteliCare', 'InteliLiving' or 'InteliCare Pro' and any other application software utilised in conjunction with the Hardware from time to time.
<b>Application Subscription</b>	means a subscription for access to the Application in order to receive the Services purchased by the Customer under the Order Form, in accordance with this Agreement.
<b>Application Terms of Use</b>	means the terms and conditions that govern a Customer's access to and use of the Application available at <a href="http://www.intellicare.com.au">www.intellicare.com.au</a> .
<b>Australian Privacy Principles</b>	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth).
<b>Claim</b>	means any claim, action, proceeding or investigation of any nature or kind and includes the allegation of a claim.
<b>Customer</b>	means the purchaser of the Hardware and/or Application and its associated Services and party to this Sales Agreement.  The Customer may be an agent under an Agency Agreement with InteliCare, or a Resident.
<b>Fees</b>	has the meaning given to it in <b>clause 9</b> .
<b>GPS Pendant Component</b>	means wearable tracking device that that uses geo-fencing functionality to monitor a Customer's proximity from a particular location.
<b>Google Maps</b>	means web-based service that provides detailed information about geographical regions and sites around the world.

## Hardware

means hardware installed at a Resident's home, comprising of sensors supplied by InteliCare under this Contract and any other associated hardware that may be purchased by the Customer under the Order Form.

## InteliCare Marks

means a trademark (whether registered or unregistered), logo, company name, business name or trading name, including all associated logos, get-up and goodwill, owned, licensed and/or used by InteliCare, including "InteliCare" and the InteliCare logo.

## Intellectual Property Rights

means any and all intellectual property rights throughout the world, including:

- (a) any patent, copyright (including future copyright), trademark (whether registered or unregistered), software, design, circuit layout right, trade, business or company name or other proprietary right, or any right to register such rights; and
- (b) all present and future rights in an invention, discovery, trade secret, know-how, concept, idea, data or formula and rights in information, including any serendipitous discoveries, granted by law or equity from time to time under the law of any jurisdiction.

## Law

means all applicable laws, including rules of common law and equity, statutes, regulations, determinations, by-laws, ministerial directions, subordinate legislation, ordinances, mandatory codes, standards and guidelines, writs, orders, injunctions and judgements and any government or regulatory agency or authority requirement or authorisation (including conditions in respect of any authorisation).



<b>Loss</b>	includes loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind.	<b>Services</b>	the Application which is about the Resident as part of or for the purpose of delivering the Services.
<b>Order Form</b>	means the order form for the Hardware, Application and associated Services available at <a href="http://www.intelicare.com.au">www.intelicare.com.au</a> , or such other form as may be provided by or on behalf of InteliCare.	<b>Subscription Term</b>	means the provision of notifications concerning a Resident's activity to be provided to a carer, family member or authorised representative (who may be the Customer), as appropriate.
<b>Personal Information</b>	has meaning given to that term in the <i>Privacy Act 1988</i> (Cth).	<b>Third Party Service</b>	means software, hardware and services manufactured, developed, owned, supplied or licensed by Third Party Providers, and not InteliCare, and made available to the Customer subject to additional terms and conditions set out in the applicable Order Form or by provided by the relevant third party.
<b>Personnel</b>	means the employees, independent contractors, consultants and agents of a party.		
<b>Permitted Purpose</b>	means the purposes of monitoring the deviations in the Customer's normal behaviour.		
<b>Privacy Act</b>	means the <i>Privacy Act 1988</i> (Cth), as amended from time to time.		
<b>Provider</b>	has the meaning given in clause 1(c).		
<b>Resident</b>	means the occupant of a living environment in which the Hardware is installed in order for InteliCare to provide the Services.		
<b>Resident Data</b>	means all data and information that is uploaded to or entered into		