

APPLICATION END USER LICENCE AGREEMENT

This End User Licence Agreement (the **Agreement**) applies to all Neuroscience Research Australia (ABN 94 050 110 346) (**NeuRA**) application software (including updates), downloaded or otherwise accessed through application platforms or through NeuRA (the **Application**).

1. Use of Application

- 1.1. NeuRA grants to you a personal, non-exclusive, non-transferrable licence to use the Application supplied by NeuRA.
- 1.2. You must not:
 - (a) copy, decompile, reverse engineer, disassemble or translate the Application;
 - (b) access the Application for unlawful purposes, or in a manner which infringes the rights of, or restricts the use of the Application by any other user.

2. Security

You agree to take responsibility for the safekeeping of any username and password. You are liable if your username or password is used by an unauthorised person.

3. Privacy

In downloading and using the Application, you may share personal information with NeuRA. The personal information will be collected, stored and used in accordance with NeuRA's privacy policy, which may be accessed at: <http://www.neura.edu.au/privacy-policy>

4. Information Intellectual Property Rights

- 4.1. All intellectual property rights in the Application are owned by NeuRA. No intellectual property rights in any Application are transferred to you under this Agreement.
- 4.2. You acknowledge that NeuRA (including its personnel, employees, contractors, agents and research partners and all their personnel) may use your information and the results and information generated from use of the Application. You authorise NeuRA to collect, store, use, and disclose your information and the results and information from your use of the Application for whatever purpose NeuRA requires.
- 4.3. Intellectual property in the results and information obtained from your use of the Application will be owned by NeuRA. You warrant that you have the right to give it to NeuRA to use in accordance with this Agreement.

5. Exercise own care and judgment

- 5.1. The Application is provided "as is" and for information purposes only. It is general in nature and does not consider individual circumstances. Use of the Application is not to be taken as a substitute for seeking appropriate medical care and advice.
- 5.2. Users must not assume that the Application is error free or will be suitable for their particular purposes. Users should not act or rely upon any of the information or results from the Application without seeking appropriate medical advice.
- 5.3. NeuRA recommends that users exercise their own skill and care with respect to the accuracy, completeness or appropriateness of the Application and seek medical advice when interpreting the results and information from the Application and applying them to their individual circumstances.

6. **Liability**

- 6.1. Subject to clause 6.2, NeuRA does not provide any warranty or guarantee (express or implied) as to the accuracy, performance, completeness or suitability of the Application or that access to the Application will be uninterrupted, error-free or that errors will be able to be fixed.
- 6.2. Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied or mandated by law (including the Australian Consumer Law) and which by law cannot be excluded, restricted or modified.
- 6.3. NeuRA's liability for breach of any condition, warranty, guarantee, right or remedy implied or mandated by law, in respect of the Application is limited, at its option, to the supply of access to the Application again or the payment of the cost of having the access supplied again.
- 6.4. NeuRA's liability will not include any indirect, incidental, special or consequential damages, loss of revenue, profits, anticipated profits, savings or data.

7. **Termination**

This Agreement will terminate immediately if you breach any term of this Agreement. On termination of this Agreement, you must immediately:

- (a) stop using the Application; and
- (b) permanently delete the Application from any storage medium on which it is stored, including any device.

8. **Governing Law**

This Agreement is to be governed by and construed in accordance with the laws of New South Wales, Australia and you agree to submit to the jurisdiction of the courts of New South Wales.

9. **General**

- 9.1. The terms of this Agreement are the complete and exclusive statement of the agreement between NeuRA and you.
- 9.2. NeuRA may update the terms of this Agreement from time to time. If it does so, the updated version will be effective immediately. It is your responsibility to regularly review these updated terms.
- 9.3. If the whole or any part of any clause of this Agreement is illegal or unenforceable, it is to be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.