

ITL Health Group Terms and Conditions

February 2017

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By allowing you to access the website, ITL Limited grants to you a licence. By accessing the website, you accept the terms and conditions of this licence.

Pursuant to this licence and subject to the absolute right of ITL Limited to vary access to all or any part(s) of the website, you acquire a non-exclusive right to:

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If you wish to download and use any material contained in the website for a temporary purpose (such as viewing offline), you may do so.

However, downloading material contained in the website for reproduction by you may only be done upon receipt of prior written consent from ITL Limited, and upon payment of any fee required by ITL Limited to be paid by you for that use.

2. Your Obligations

You hereby undertake the following obligations:

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 website without the express consent of ITL Limited, except as expressly authorised by this
 licence.
- To ensure your employees, subcontractors and other agents (if any) who have authorised access
 to the website are made aware of the terms and conditions of this licence. To not provide or
 otherwise make available any material in the website in any form to any person other than
 employees, subcontractors and other agents (if any) without the written consent of ITL Limited.
- To not use the material in the website for, or in connection with, a service bureau operation.

3. Warranties

ITL Limited does not warrant that the material in the website is accurate, complete or up to date. The existence of inaccurate, incomplete or superceded material in the website will not cause ITL Limited to be in breach of the terms of this licence.

ITL Limited reserves the right to change, add or remove any material in or from the website without notice.

ITL Limited does not warrant that the functions contained in the website or third-party websites will be uninterrupted or without error, that defects will be corrected, or that electronic material in the website and other third-party websites are free of viruses or other harmful components.

To the extent permitted by law, all implied terms are excluded. If any statute implies terms into this licence, which cannot be lawfully excluded, such terms will apply to this licence, save that the liability of



ITL Limited for breach of any such implied term will be limited, at the option of ITL Limited, to any one or more of the following:

- The replacement of goods or services to which the breach relates or the supply of equivalent goods or services.
- The repair of such goods or services.
- The payment of the cost of replacing the goods or services or of acquiring equivalent goods or services.
- The payment of the cost of having the goods repaired or the services performed again.

ITL Limited will not be liable for any indirect or consequential losses arising out of a breach of this licence, or arising out of the supply of a defective program or incorrect materials.

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You must not, during or at any time after the expiry or termination of this licence, permit any act which infringes any of those rights and, without limiting the generality of the foregoing, you specifically acknowledge that you may not copy the material in the website, except as otherwise expressly authorised by this licence.

5. Trademarks

'ITL Limited' and all associated trademarks are trademarks of ITL Limited and ITL Limited plc and their related bodies corporate.

6. Indemnity

You must indemnify and keep ITL Limited indemnified fully against all liabilities, damages, claims, losses, costs and expenses, which ITL Limited may incur to a third party or you as a result of your breach of the provisions of this licence.

This website may contain hyperlinks to other websites operated by third parties. You accept that ITL Limited has no control over, and is not responsible for, any material contained on any third-party websites.

You may be required to comply with all requirements of any third party over the conditions of use of that third party's website. Users are prohibited from placing a link to the website without the prior written consent of ITL Limited and on terms satisfactory to ITL Limited.

7. Disclaimer

You accept that ITL Limited takes no responsibility for any error or omission relating to the material contained in the website.

You accept that ITL Limited makes no undertakings to provide access to the website at any particular time, or for any particular length of time. You agree that ITL Limited will not be held liable for any lapse in the website's accessibility, or any consequences whatsoever that flow from the unavailability of the website.



8. Terms of Licence

This licence commences upon your accessing the website and is granted in perpetuity. However, the licence may be terminated without notice by ITL Limited if you are in breach of any terms of this licence.

Upon termination, you or your representative must destroy any copies, electronic and printed, of material obtained from the website that you have in your possession or under your control or otherwise return or dispose of such material in the manner directed by ITL Limited.

Termination pursuant to this clause shall not affect any rights or remedies, which ITL Limited may otherwise have under this licence or at law.

9. Amendments to this Licence

These are the current terms and conditions of the licence.

ITL Limited may at any time vary and amend the terms and conditions of this licence by publishing the varied Terms and Conditions of Use on the website. You accept that by doing this, ITL Limited has provided you with sufficient notice of the variation and amendment.

It is your responsibility to familiarise yourself with the current terms and conditions each time you visit the website.

10. Waiver

Failure or neglect by ITL Limited to enforce at any time any of the provisions of this licence shall not be construed or deemed to be a waiver of the rights of ITL Limited under this licence.

11. Jurisdiction

This licence shall be governed by and construed according to the laws of the ACT, Australia.

12. Definitions

'ITL Limited' means ITL Limited, all of its related bodies corporate, ITL Limited PLC and all of its related bodies corporate. A related body corporate means a related body corporate as defined in the Corporations Law of Australia.

'Hyperlink' means any mechanism of providing a link from one location on the Internet (or a web page) to another location on the Internet (or a different web page, or a different location on the same web page), and includes any mechanism for linking to, or providing access to, files via the Internet.

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