

TERMS OF SERVICE

Last updated: April 2026 | Effective date: April 2026

These Terms of Service ("Terms") govern your access to and use of the Chronic Disease Management Platform ("Platform") provided by Coda Crimson Pty Limited A.C.N. 696 491 488 ("Coda Crimson", "we", "us", or "our"). By accessing or using the Platform, you ("Client") agree to be bound by these Terms.

1. DEFINITIONS

In these Terms:

- **"Platform"** means the Coda Crimson Chronic Disease Management software-as-a-service platform and any related services
- **"Client"** means the healthcare organisation or authorised entity that has entered into a subscription agreement with Coda Crimson
- **"Authorised Users"** means employees, contractors, or agents of the Client authorised to use the Platform
- **"Health Information"** has the meaning given in the Privacy Act 1988 (Cth)
- **"Subscription"** means the Client's paid or trial access to the Platform

2. ACCESS AND USE

2.1 Licence grant

Subject to these Terms and payment of applicable fees, Coda Crimson grants the Client a non-exclusive, non-transferable, revocable licence to access and use the Platform solely for the Client's chronic disease management purposes during the Subscription term.

2.2 Authorised Users

The Client is responsible for:

- Ensuring that only Authorised Users access the Platform
- Maintaining the confidentiality of login credentials
- All activities that occur under the Client's account
- Notifying Coda Crimson immediately of any unauthorised access

2.3 Prohibited uses

The Client must not:

- Use the Platform for any unlawful purpose
- Attempt to gain unauthorised access to any part of the Platform
- Reverse engineer, decompile, or disassemble the Platform
- Resell, sublicense, or transfer access to the Platform to any third party
- Use the Platform in a manner that could damage, disable, or impair its performance

3. HEALTH INFORMATION AND PRIVACY

The Client acknowledges that:

- The Client is the data controller of all Health Information entered into the Platform
- Coda Crimson processes Health Information solely as a data processor on behalf of the Client
- The Client is responsible for obtaining all necessary consents from patients for the collection and processing of their Health Information
- The Client must comply with the Privacy Act 1988 (Cth), the APPs, and all other applicable privacy laws

Coda Crimson will process Health Information in accordance with its Privacy Policy and any Data Processing Agreement entered into with the Client.

4. DATA SECURITY

Coda Crimson will implement and maintain appropriate technical and organisational security measures to protect Client data, including Health Information, against unauthorised access, disclosure, or loss. These measures include but are not limited to encryption, access controls, and regular security assessments.

The Client is responsible for maintaining the security of its own systems and Authorised User credentials.

5. AVAILABILITY AND SUPPORT

Coda Crimson will use commercially reasonable efforts to make the Platform available. The Platform is hosted on AWS infrastructure (Asia Pacific — Sydney) with availability commitments as per AWS SLAs.

Coda Crimson does not guarantee uninterrupted or error-free operation of the Platform and shall not be liable for downtime caused by circumstances outside its reasonable control.

6. FEES AND PAYMENT

Fees for access to the Platform are as set out in the Client's subscription agreement or order form. All fees are in Australian dollars (AUD) and are exclusive of GST unless stated otherwise. Coda Crimson reserves the right to update fees with 30 days written notice.

7. INTELLECTUAL PROPERTY

All intellectual property rights in the Platform, including software, design, and documentation, remain the exclusive property of Coda Crimson. These Terms do not grant the Client any ownership rights in the Platform. The Client retains all ownership rights in the data and Health Information entered into the Platform by the Client or its Authorised Users.

8. CONFIDENTIALITY

Each party agrees to keep confidential all non-public information of the other party disclosed in connection with these Terms, and to use such information only for the purposes of these Terms. This obligation survives termination of these Terms for a period of 5 years.

9. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- Coda Crimson's total liability to the Client for any claims arising under or in connection with these Terms is limited to the fees paid by the Client in the 12 months preceding the claim
- Coda Crimson is not liable for any indirect, incidental, special, or consequential loss or damage
- Coda Crimson is not liable for any loss of data, revenue, profits, or business opportunity

Nothing in these Terms limits liability for fraud, gross negligence, or any liability that cannot be excluded by law.

10. INDEMNITY

The Client indemnifies Coda Crimson against any loss, damage, or expense arising from: (a) the Client's breach of these Terms; (b) any claim by a patient or third party arising from the Client's use of the Platform; or (c) the Client's breach of applicable privacy laws.

11. TERM AND TERMINATION

These Terms commence on the date the Client first accesses the Platform and continue until the Subscription is terminated. Either party may terminate the Subscription with 30 days written notice. Coda Crimson may suspend or terminate access immediately for material breach, non-payment, or unlawful use.

Upon termination, the Client's access to the Platform will cease and Coda Crimson will make Client data available for export for 30 days, after which it will be securely deleted.

12. GOVERNING LAW

These Terms are governed by the laws of New South Wales, Australia. Any disputes shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

13. CHANGES TO THESE TERMS

Coda Crimson may update these Terms from time to time. We will notify Clients of material changes with at least 30 days notice via email or through the Platform. Continued use of the Platform after the effective date of changes constitutes acceptance of the updated Terms.

14. CONTACT

For questions about these Terms, please contact:

Coda Crimson Pty Limited

Sydney, New South Wales, Australia

Email: info@codacrimson.com.au