

# TaperMate End User Licence Agreement

This app (**App**) is owned and operated by TaperMate Pty Ltd (ACN 674 327 989) (**we, our and us**).

The terms of this End User Licence Agreement (**Terms**) set out important information governing your use of the App.

Your use of the App constitutes your acceptance of these Terms. Please uninstall the App if you do not agree to these Terms.

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## 1 Disclaimer

- (a) The App provides information on medications that may cause withdrawal symptoms and contains interactive content that allows you to track a medication tapering plan.
- (b) The information and interactive content in the App does not constitute medical advice or medical treatment.
- (c) You should contact a medical professional prior to taking, or refraining from taking, any action in reliance on any information or interactive content in the App.
- (d) App content is current at the time it is published and may be updated from time to time.
- (e) While we will use reasonable care and skill in operating the App, we cannot promise that the App will always be available or completely free of faults or errors.
- (f) The internet is not a secure medium and communications to and from the App may be intercepted or altered in transit.
- (g) We do not warrant that the App is free from anything which may damage any mobile or tablet device which accesses the App or any data on such device.

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## 2 Account Registration

### 2.1 Registering an account

- (a) You may need to register an account with us to access certain parts of the App. We will issue you with a username and password, or other appropriate log-in details for your account.
- (b) You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. You will be responsible for any use of the App by anyone using your log-in details.

### 2.2 Consent to communications

When you register an account with us you will have the option to receive direct communications from us. If you elect to receive direct communications from us, you agree to receiving all communications from us, and our partners. You can opt-out of receiving communications from us by contacting us at [info@tapermate.com.au](mailto:info@tapermate.com.au) or following the "unsubscribe" link in the communication.

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## 3 Fees or charges

- (a) Except to the extent provided for in an updated version of these Terms, no fees or charges apply to your purchase or use of the App.
- (b) You are responsible for all third party charges associated with the use of the App (such as carriage or mobile data charges).

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## **4 Your responsibilities as a user**

### **4.1 Licence restrictions**

- (a) We grant you a non-exclusive, worldwide and perpetual licence to perform, display and use the App.
- (b) You may only use the App, for your non-commercial, personal or internal business use.
- (c) You must obtain our prior written consent if you wish to use or reproduce any content from the App for any other reason.
- (d) You must not:
  - (i) use any part of the App for an illegal purpose or in a way which is inaccurate or misleading or offensive, or which brings us into disrepute;
  - (ii) reproduce all or any material part of the content or design of the App, adapt, store in a retrieval system, transmit, print, display, perform, or publish or create derivative works from, any part of the content or design of the App;
  - (iii) decompile, reverse engineer, disassemble or attempt to derive the source code of the App;
  - (iv) cause any of the material on the App to be framed or embedded in another website; or
  - (v) commercialise any information, products or services on the App,except with our prior written consent or as permitted by law.

### **4.2 Acceptable use restrictions**

- (a) You must comply with any instructions we give you about how to use the App.
- (b) You must not do anything that interferes with or adversely affects the normal operation of the App (including the ability of other users to access or use the App).
- (c) You are responsible for ensuring the security of the systems and devices that you use to access the App, including using appropriate virus-checking and other security software.

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## **5 Suspension of use**

If we consider in our sole discretion that your use of the App is inconsistent with these Terms we may revoke your access credentials without notice or liability.

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## **6 App content**

### **6.1 App updates**

- (a) You should update the App, as prompted. If you continue to use older versions of the App you may compromise the functionality of the App.
- (b) We may discontinue the App in future. If we do, we will do our best to provide you with advance notice.
- (c) If the App has been discontinued you will still be able to access the content available on the App at that time. Please note that the links to any external websites will no longer be maintained and may cease functioning over time. We may also take other steps to limit the App's functionality – such as disabling enquiry options.

## 6.2 Third party material

The links to external websites displayed in the App, including our website and third party websites, are for information only. In allowing you to view third party websites in the App we do not endorse, and accept no responsibility for any material, any website that is linked from, or that links to that website. You must make your own decision to use such websites and to accept their terms of use, privacy and other policies.

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## 7 Intellectual property

### 7.1 Our content

- (a) Unless otherwise indicated and subject to applicable law, all rights (including copyright) in the content and design of the App are reserved. All such copyright is owned by us or is used under licence or applicable law.
- (b) Any registered trade marks are registered trade marks and may not be used without our prior consent.

### 7.2 Your content

To the extent the App includes functionality that allows you to upload content to the App (**your content**):

- (a) you remain the owner of your content;
- (b) you grant us an irrevocable, worldwide, perpetual, non-exclusive licence to use and reproduce your content for the purposes of operating the App and providing services to you;
- (c) you must ensure that your content does not include anything that is illegal, offensive, obscene, defamatory, breaches the intellectual property, privacy or other rights of any other person, or otherwise breaches any acceptable use rule that we post on the App from time to time; and
- (d) we may reject or take down your content at any time, including if we think in our discretion that it breaches these terms of use or otherwise is not appropriate for inclusion on the App.

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## 8 Personal Information

- (a) We may collect personal information about you, including email addresses and other contact information, your date of birth, your medications and prior medications and any allergies to provide the services and support the functionality of the App.
- (b) We will not share the information you provide in the App to any third party, other than our employees, partners, lawyers, affiliates and other associated entities. Our third party service providers, who are subject to confidentiality obligations, may access information provided in the App solely to help us support the App. We will not hold or disclose your personal information overseas.
- (c) Please see our Privacy Statement, available at <https://tapermate.com.au/privacy-policy> for information about how we use and handle personal information provided to or collected by us and about your agreement to the use of that information.

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## 9 Liability

Save to the extent that any liability cannot be excluded or limited under applicable law (including liability for death or personal injury, or for fraud or reckless disregard of professional obligations), all liability to you or any other person for loss or damage of any kind (however caused, including by negligence) arising from or relating in any way to any material and / or any use of the App, or the availability of the App or any content, is excluded.

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## 10 Changes to Terms

- (a) We may change these Terms from time to time. These changes may reflect any app updates we make available for you to download. Otherwise, the updated Terms will be displayed to you the next time you use the App.
- (b) The current Terms will always be available for you to view by selecting the Terms of Use option within the settings menu on the home page.

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## 11 Severability and governing law

- (a) If the whole or any part of a provision of these Terms is void, unenforceable or illegal, it will be severed from these Terms and the remaining provisions (or parts of provisions) will continue in full force and effect, unless the severance alters the basic nature of these Terms or is contrary to public policy.
- (b) The Terms and any dispute or claim arising out of or connection with the App and your use of it are governed by and are to be construed in accordance with the law of the Australian Capital Territory. The courts of the Australian Capital Territory have exclusive jurisdiction to settle any dispute arising out of or in connection with the App and your use of it.

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## 12 Transfer of app/Assignment

- (a) You may not assign or otherwise deal with your rights under these Terms or allow any interest in them to arise or be varied without our consent.
- (b) We may assign or otherwise deal with our rights under these Terms in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in this document) any right of set-off or other rights you have against us.

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## 13 Contact us

- (a) Please contact us at [info@tapermate.com.au](mailto:info@tapermate.com.au) if you have any comments or questions about the App.
- (b) You can also write to us at TaperMate C/- The Firm, Floor 1, 15 Torrens St, Braddon, ACT, 2612 with any concerns you may have about how we handle any personal information we may hold about you and to access or correct that personal information.

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