

Terms and Conditions - Mojotech Holdings Pty Ltd

Effective Date: 9 May 2025 Last Updated: 4 June 2025

These Terms and Conditions ("Terms") govern your access to, and use of the services, products, and website (collectively, the "Services") provided by Mojotech Holdings Pty Ltd ("Mojotech", "we", "us", or "our"). By accessing or using our Services, you agree to be bound by these Terms.

1. Acceptance of Terms

By using our Services, you confirm that you have read, understood, and agree to be legally bound by these Terms. If you do not agree with these Terms, please do not use our Services.

2. Eligibility

You must be at least 18 years of age or have the consent of a parent or legal guardian to use our Services. By using our Services, you represent that you meet this requirement.

3. Services Overview

Mojotech provides software and technology solutions for patient care management. Specific service terms, features, and functionality may be subject to additional terms or service agreements, which form part of these Terms when applicable.

4. User Obligations

When using our Services, you agree to:

- Provide accurate and up-to-date information
- Use the Services only for lawful purposes
- Maintain the confidentiality of your account credentials
- Not misuse, hack, interfere with, or reverse engineer our systems

5. Intellectual Property

All content, trademarks, software, and materials available on our website or through our Services are the intellectual property of Mojotech Holdings Pty Ltd or its licensors. You may not copy, distribute, reproduce, or create derivative works without our written permission.

6. Privacy

Your privacy is important to us. Our Privacy Policy explains how we collect, use, and protect your personal data. By using our Services, you consent to the collection and use of your data in accordance with our Privacy Policy.

7. Payment Terms (if applicable)

Where fees apply to our Services:

- All fees are quoted in Australian Dollars (AUD) and are exclusive of GST unless otherwise stated
- Payment is required in advance or according to the terms of your agreement with us
- Failure to pay may result in suspension or termination of your access

8. Limitation of Liability

To the maximum extent permitted by law:

- Mojotech is not liable for any indirect, incidental, special, or consequential damages
- Our liability for any breach of these Terms or under consumer law is limited to resupplying the services or refunding the amount paid, at our discretion

9. No Medical Advice

Our technology is intended to support patient care coordination but does not provide medical advice. All healthcare decisions remain the responsibility of licensed professionals, and the patients involved.

10. Third-Party Services

Our Services may include links to or integration with third-party tools or platforms. We are not responsible for the content, functionality, or privacy practices of these third-party services.

11. Termination

We reserve the right to suspend or terminate your access to our Services if you breach these Terms or applicable laws. Upon termination, all rights granted to you will cease immediately.

12. Changes to These Terms

We may update these Terms from time to time. Changes will take effect immediately upon posting the updated version on our website. Continued use of the Services indicates your acceptance of the revised Terms.

13. Governing Law

These Terms are governed by the laws of New South Wales, Australia. Any disputes arising in connection with these Terms will be subject to the exclusive jurisdiction of the courts of New South Wales.

14. Contact Us

If you have any questions about these Terms, please contact:

Mojotech Holdings Pty Ltd

Level 6, 66 Clarence Street, Sydney NSW 2000

Email: support@mojohealthtech.com