

Panacea AI Holdings Pty Ltd

ABN 51 681 958 985

Website Terms and Conditions

Effective date: March 2025 | Last updated: March 2025

1. Acceptance of Terms

These Terms and Conditions ("Terms") govern your access to and use of the Panacea AI Holdings Pty Ltd website located at www.panaceaai.com.au ("Website") and any content, products, or services made available through the Website.

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Website.

These Terms are governed by the laws of Queensland, Australia. You submit to the non-exclusive jurisdiction of the courts of Queensland.

2. About Us

The Website is operated by Panacea AI Holdings Pty Ltd (ABN 51 681 958 985), a company incorporated in Australia with its principal place of business in Birtinya, Queensland ("Panacea AI", "we", "us", "our").

3. Use of the Website

3.1 Permitted Use

You may access and use the Website for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Website in any way that violates applicable law or regulation
- Transmit any unsolicited or unauthorised advertising or promotional material
- Introduce any malicious code, virus, or other harmful material
- Attempt to gain unauthorised access to any part of the Website or its related systems
- Scrape, harvest, or collect data from the Website without our written consent
- Use the Website in a manner that could damage, disable, or impair its operation

3.2 Account Registration

Some features of the Website or our services may require you to register for an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify us immediately of any unauthorised use of your account.

4. Intellectual Property

All content on the Website, including but not limited to text, graphics, logos, images, software, and data, is owned by or licensed to Panacea AI and is protected by copyright, trade mark, and other intellectual property laws.

We grant you a limited, non-exclusive, non-transferable licence to access and use the Website for your own personal or internal business purposes. You must not reproduce, distribute, modify, create derivative works from, or publicly display any content from the Website without our prior written consent.

Nothing in these Terms transfers ownership of any intellectual property to you.

5. Software Products and Services

Panacea AI develops and provides software products for orthopaedic surgical practices, including OrthoForms, OrthoTriage, a Patient Portal, and related tools. Use of those products is governed by separate licence and service agreements entered into between Panacea AI and the relevant customer.

Nothing on this Website constitutes an offer to provide software services. Any engagement is subject to a separate written agreement.

6. Third-Party Links and Content

The Website may contain links to third-party websites or services. We do not control and are not responsible for the content, privacy practices, or terms of those third-party sites. Inclusion of a link does not imply endorsement.

You access third-party websites at your own risk.

7. Accuracy of Information

We take reasonable care to ensure the information on the Website is accurate and current. However, we do not warrant the completeness, accuracy, or suitability of the information for any particular purpose. Information on the Website is general in nature and is not a substitute for professional advice.

We reserve the right to modify, update, or remove content from the Website at any time without notice.

8. Disclaimer of Warranties

To the maximum extent permitted by law, the Website and all content are provided on an "as is" and "as available" basis without any warranty, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not warrant that:

- The Website will be available at all times or will be free from errors or interruptions

- The Website is free from viruses or other harmful components
- Any content on the Website is accurate, complete, or up to date

9. Limitation of Liability

To the maximum extent permitted by law, Panacea AI, its directors, employees, contractors, and agents are not liable for any direct, indirect, incidental, consequential, or special loss or damage arising from or in connection with your use of, or inability to use, the Website or its content.

Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. If such legislation applies, our liability is limited to the fullest extent permitted by that legislation.

To the extent that the Australian Consumer Law (being Schedule 2 to the Competition and Consumer Act 2010 (Cth)) applies to these Terms, nothing in them is intended to exclude, restrict, or modify the consumer guarantees provided by that law.

10. Indemnity

You agree to indemnify and hold harmless Panacea AI and its directors, employees, and contractors from and against any claim, demand, loss, liability, cost, or expense (including legal costs) arising out of or in connection with your use of the Website or breach of these Terms.

11. Privacy

Your use of the Website is also governed by our Privacy Policy, which is available on the Website and is incorporated into these Terms by reference. By using the Website, you consent to the collection, use, and disclosure of your personal information in accordance with the Privacy Policy.

12. Termination and Suspension

We may, at our discretion and without notice, suspend or terminate your access to the Website if we believe you have breached these Terms or for any other reason we consider reasonable. Termination does not affect any rights or obligations that accrued prior to termination.

13. Modifications to Terms

We may update these Terms at any time by posting a revised version on the Website with an updated effective date. Your continued use of the Website after the revised Terms are posted constitutes acceptance of those changes. We encourage you to review these Terms periodically.

14. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Panacea AI with respect to your use of the Website, and supersede all prior agreements, representations, and understandings in relation to your use of the Website.

15. Severability

If any provision of these Terms is found to be invalid, unenforceable, or illegal, that provision will be severed from the Terms and the remaining provisions will continue in full force and effect.

16. Waiver

A failure or delay by us to exercise any right under these Terms does not operate as a waiver of that right. A waiver of any breach does not constitute a waiver of any subsequent breach.

17. Governing Law and Jurisdiction

These Terms are governed by the laws of Queensland, Australia. Both parties submit to the non-exclusive jurisdiction of the courts of Queensland for the resolution of any dispute arising under or in connection with these Terms.

18. Contact Us

For questions or concerns about these Terms, please contact:

Panacea AI Holdings Pty Ltd

Birtinya, Queensland, Australia

Email: legal@panaceaai.com.au

Website: www.panaceaai.com.au