

## Fit To Work - Order Form

**This Order Form is made pursuant to Servian's terms and conditions annexed to this form (Master Terms). This Order Form and the terms and conditions annexed to it (Master Terms) comprise the agreement between the parties (Agreement).**

This order form is made and entered into between **Servian Pty. Ltd.** (ABN 33 129 377 180) of Level 46, Australia Square, 264 George Street, Sydney, NSW (**Licensor**); and effective as of the Commencement Date set forth below:

### Client Details (Licensee)

Commencement Date			
Name			
ABN			
Address			
Contact Representative		Escalation Representative	
Contact Email		Escalation Contact Email	
Contact Phone		Escalation Contact Phone	

The customer environment in which the (Licensed Software) Fit to Work – Software that is designed to help stop the spread of COVID-19 or other infectious diseases by tracking the health and well-being of Visitors or Users.

### Order Details

Facility Name	Facility Administrator Name	Administrator Email	Administrator Contact Phone	Facility Annual License Fee
				\$ 500
Total ex GST				\$
GST (10%)				\$
Total				\$

Servian will provide training and support of administrators based on online content. The Licensed Software will be updated and made available to Licensees.

The Agreement takes effect and will operate when the Order Form is completed to the Licensor's satisfaction and the Licensor has accepted payment of the License Fee.

The Licensee must complete the Order Form and email to the Licensor representative: [andrew.clark@servian.com](mailto:andrew.clark@servian.com).

## ANNEXURE A MASTER TERMS

### Recitals

- A The Licensor owns the right to licence certain software.
- B The Licensee wishes to acquire a licence for the use of that software.
- C The Licensor is willing to grant the Licensee a licence to use the software, subject to the terms set out below.
- D The Licensee requires support services from the Licensor in respect of the software.

**Now it is agreed** as follows:

### 1 Definitions

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In this Agreement, unless the contrary intention appears:

**Administrators** means any administrator who has been granted access to use the Licensed Software by the Licensee in accordance with clause 6.1;

**Agreement** means this agreement for the supply and installation of the Licensed Software comprising:

- (a) the clauses of this Agreement; and
- (b) the Schedules;

**Confidential Information** means the confidential information of a Party which relates to the subject matter of this Agreement and includes information relating to:

- (a) the design, specifications and content of the Licensed Software;
- (b) the personnel, policies or business strategies of the Licensee; and
- (c) the terms upon which the Licensed Software has been supplied, installed and supported pursuant to this Agreement;

**Consumer Guarantees** has the meaning set out in Subdivision A and B of Division 1, Part 3-2, Schedule 2, Australian Competition & Consumer Law (Cth);

**Consent Form** means the consent form in the form set out in Schedule 1 to be completed by each Visitor and User as part of the Licensed Software that allows for the collection of a Visitor's or User's personal health information and personal information.

**Documentation** means the operating manuals, training materials and associated documentation (if any) and such other documentation as will reasonably enable the Licensee to effectively use the Licensed Software;

**Facility** means any residential care facility at which the Licensee operates;

**Force Majeure** means a circumstance beyond the reasonable control of a Party which results in that Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, pandemics and any natural disaster; and
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;

but excludes, in the case of a Force Majeure event relied on by the Licensor, the acts or omissions of any person (including an employee or contractor) engaged by the Licensor;

**GST** means:

- (a) the same as in the GST Law;
- (b) any other goods and services tax, or any tax applying to this transaction in a similar way; and
- (c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax;

**GST Law** means the same as 'GST law' in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Installation Date** means the date the Licensed Software is downloaded or installed by the Licensee;

**Intellectual Property** means all present and future intellectual property rights conferred by statute or common law or equity including, without limitation:

- (a) Patents, inventions, copyright, registered designs, trademarks, rights in circuit layouts and the right to have confidential information kept confidential; and
- (b) Any application or right to apply for registration of any of those rights.

**Licence Fee** means the fee per facility registered to use the Licensed Software as specified in this Order Form;

**Licensed Software** means the computer software named "Fit to Work" as set out in this Order Form.

**Moral Rights** means the right of integrity of authorship, the right of attribution of authorship, and the right not to have authorship falsely attributed, more particularly as described in the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing presently or which may in the future come into existence;

**New Release** means software which has been provided primarily to provide an extension, alteration, improvement or additional functionality to the Licensed Software;

**Order Form** means the form to be completed by the Licensee to obtain access to and use the Licensed Software;

**Party** means either the Licensor or the Licensee as the context dictates;

**Schedule** means a schedule to this Agreement;

**Support Services** means the reasonable support services relating to the Licensed Software which are to be performed by the Licensor under this Agreement as indicated by the Licensor from time to time;

**Update** means software which has been produced primarily to overcome defects in the Licensed Software; and

**User** means any person described as a user who uses the Licensed Software including any member of staff of the Licensee, or any resident living in the Facility.

**Visitor** means any visitor to the Licensee's premises or any other person described as a user who uses the Licensed Software.

## 2 Interpretation

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In this Agreement, unless the contrary intention appears:

- (a) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- (b) a reference to a clause number is a reference to its subclauses;
- (c) words in the singular number include the plural and vice versa;
- (d) words importing a gender include any other gender;
- (e) a reference to a person includes bodies corporate and unincorporated associations and partnerships;
- (f) a reference to a clause is a reference to a clause or subclause of this Agreement;
- (g) a reference to a subclause is a reference to a subclause of the clause in which that reference is made;
- (h) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (i) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference;
- (j) the recitals to this Agreement do not form part of the Agreement; and
- (k) monetary references are references to Australian currency.

## 3 Duration of licence

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3.1 This licence:

- (a) commences on the Commencement Date and will continue for a period of twelve (12) months;
- (b) will automatically renew at the end of the twelve (12) months unless otherwise agreed between the parties.

**(Licence Period)**

3.2 For the avoidance of doubt, this licence cannot be terminated during the Licence Period for any reason except those listed in clause 20.

## 4 Licence conditions

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The Licensor grants the Licensee a non-exclusive, non-transferable licence to use the Licensed Software and the Documentation.

## 5 Use of Licensed Software

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5.1 The Licensor has provided the Licensee with the Order Form which the Licensee will complete to outline:

- (a) the number of Facilities that will use the Licensed Software;
- (b) the number of Administrators (no more than 5) that will use and manage the Licenced Software;
- (c) internet URL link to the Licensee's Privacy Policy Statement to be inserted on the Consent Form to be completed by Visitors and Users;

- (d) the trademark, logo or other Intellectual Property of the Licensee to be used and incorporated into the Licensed Software in relation to the Facility.

5.2 On acceptance of the completed Order Form and payment of the Licence Fee by the Licensee, the Licensor will grant the Licensee access to the Licensed Software.

5.3 The Licensee must ensure that:

- (a) any use of the Licensed Software by Visitors must not put the Licensee or Licensor in breach of this Agreement; and
- (b) any Visitor who uses the Licensed Software understands and acknowledges the Visitor User Acknowledgements outlined in Schedule 1.
- (c) Any Visitor or User of the Licensed Software completes an appropriate Consent Form for the collections and use of all relevant confidential information and health information.

## 6 Updates and New Releases

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6.2 All Updates and New Releases will be applied to the Licensed Software as soon as they become available at no additional costs.

## 7 Training

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7.1 The Licensor shall provide the Licensee's personnel with the Documentation to enable reasonable use of the Licensed Software.

7.2 For the avoidance of doubt, the Licensor shall provide the following further training to the Licensee's personnel:

- (a) Administrator set-up training; and
- (b) protocol training,

as required for reasonable use of the Licensed Software.

7.3 Any further training required by the Licensee will be subject to a separate agreement between the parties.

## 8 Security

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8.1 The Licensee shall be responsible for the supervision, management and control of the Licensed Software.

8.2 The Licensee shall use reasonable endeavours to ensure that the Licensed Software is protected at all times during this Agreement from unauthorised access or use by a third party and from physical misuse, damage or destruction by any person.

8.3 The Licensor will ensure all data maintained on the Licensed Software will be maintained, protected and secured in accordance with all applicable laws relating to privacy and confidentiality.

## 9 Duration of Support

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9.1 The Support Services shall be provided from the Commencement Date until the expiry of this agreement.

9.2 Notwithstanding any other provision of this Agreement, this Agreement shall terminate immediately upon the Licensee ceasing to be the licensee of the Licensed Software, save to the extent that this Agreement is specified as remaining in force.

## 10 Nature of Support

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- 10.1 The Licensor shall provide the Support Services at such frequency and duration as are reasonably necessary to ensure that errors in the Licensed Software identified by the Licensee or which otherwise come to the attention of the Licensor are rectified;
- 10.2 For the avoidance of doubt, the first offer of Support Services will be via email correspondence
- 10.3 The Support Services include provision of the following services upon request:
- (a) telephone support in the form of consultations, assistance and advice;
  - (b) online support;
  - (c) if such telephone and/or online support fails to remedy any defect or error notified by the Licensee, on-site correction of errors or defects in the Licensed Software;
  - (d) training necessitated by such advice or corrections.
- 10.4 Upon receipt of a request for Support Services, the Licensor shall provide such services within a reasonable period of time.

## 11 Exclusions

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- 11.1 Unless reasonably incidental to the Support Services, the Licensor is not required to provide services involving:
- (a) correction of errors or defects caused by operation of the Licensed Software in a manner other than that expressly or by implication authorised by the Licensor; or
  - (b) rectification of errors caused by misuse or incorrect use of the Licensed Software by the Licensee.

## 12 Licence Fee

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- 12.1 The cost of delivery, installation, training and Support Services are incorporated within the Licence Fee.
- 12.2 In addition to paying the Licence Fees and any other amount payable under or in connection with this Agreement (which is exclusive of GST), the Licensee will:
- (a) pay to the Licensor an amount equal to any GST payable for any supply by the Licensor in respect of which the Licence Fees or other amount is payable under this Agreement; and
  - (b) make such payment either on the date when the Licence Fees or other amounts to which it relates is due or within seven (7) days after the Licensee is issued with a tax invoice, whichever is the later.
- 12.3 Upon each anniversary of the Licence Period, the Licensor will notify the Licensee of the Licence Fee payable in relation to the Licensed Software or if no notice is issued, the Licence Fee will remain at the same amount as the Licence Period ended.

## 13 Payment

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- 13.1 Subject to subclause 14.2, the Licensee shall pay the Licence Fee on or before the Commencement Date.
- 13.2 Payment shall not be due until the Licensee receives a correctly rendered invoice. An invoice is correctly rendered if:
- (a) the specified amount is correctly calculated and due for payment;

- (b) the invoice is set out in a manner that enables the Licensee to ascertain the goods or services to which the invoice relates and the amount payable in respect of those goods or services;
- (c) the invoice is accompanied (where necessary or where reasonably requested by the Licensee) by verifying documentation; and
- (d) the invoice is addressed to the address listed in this Order Form.

## 14 Confidentiality

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- 14.1 A Party shall not, without the prior written approval of the other Party, disclose or make use of the other Party's Confidential Information except to the extent necessary to perform, or exercise rights under, this Agreement.
- 14.2 A Party shall not be in breach of subclause 15.1 in circumstances where to the extent it is legally compelled to disclose or make use of the other Party's Confidential Information, the relevant information has become public knowledge, or required by the rules of any stock exchange relevant to the first-named Party.
- 14.3 Each Party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose or make use of the other Party's Confidential Information contrary to subclause 15.1.
- 14.4 The Licensor shall on demand return to the Licensee any documents supplied by the Licensee to the Licensor in connection with this Agreement.
- 14.5 Notwithstanding any other provision of this clause, the Licensee may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants and advisers.
- 14.6 This clause shall survive the termination of this Agreement.

## 15 Intellectual property rights

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- 15.1 The Licensor warrants that the Licensed Software does not infringe the Intellectual Property Rights of any person. Notwithstanding any limitation of liability agreed by the Parties, the Licensor shall fully indemnify the Licensee against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party against the Licensee alleging that the Licensed Software infringes any such Intellectual Property Rights, or may be, an infringement contrary to the foregoing warranty.
- 15.2 The indemnity referred to in subclause 16.1 shall be granted whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.
- 15.3 The Licensee shall notify the Licensor as soon as practicable of any infringement, suspected infringement or alleged infringement by the Licensed Software of the Intellectual Property Rights of any person of the kind referred to in subclause 16.1.
- 15.4 Without prejudice to the Licensee's right to defend a claim alleging such infringement, the Licensor shall if requested by the Licensee but at the Licensor's expense conduct the defence of a claim by a third party which alleges infringement by the Licensed Software of Intellectual Property Rights of the kind referred to in subclause 16.1. The Licensor shall observe the Licensee's directions relating in any way to that defence or to negotiations for settlement of the claim.
- 15.5 The Licensee shall, if requested by the Licensor but at the Licensor's expense, provide the Licensor with reasonable assistance in conducting the defence of a claim pursuant to subclause 16.4. The Licensor shall reimburse the Licensee for all verified expenses incurred pursuant to this subclause within fourteen (14) days of receipt of the Licensee's written demand.

- 15.6 Without limiting the generality of the foregoing subclauses, if it is determined by any independent tribunal of fact or law or if it is agreed between the parties to the dispute that an infringement of Intellectual Property Rights has occurred, the Licensor shall at its sole expense, but without limiting the Licensee's other rights:
- (a) modify the Licensed Software in order to avoid continuing infringement; or
  - (b) procure for the Licensee the right to continue the use or possession of the infringing Licensed Software; or
  - (c) if the solutions in either of the preceding paragraphs cannot be achieved, remove the Licensed Software.
- 15.7 The Licensor indemnifies the Licensee, its directors, officers and employees and the Licensee's successors and assigns against all liability for any infringement of the Moral Rights of any person involved in creating the Licensed Software.
- 15.8 The Licensee grants to the Licensor the non exclusive and limited right to apply the Licensee's trademark or logo or other Intellectual Property as noted and shown in the Order Form, to the Licensed Software to be used by the Licensee under this licence at the Facility. The Licensor must not use or apply the Licensor's Intellectual Property for any other purpose except with the written consent of the Licensee. This non exclusive licence will end on the termination of this agreement. The Licensor agrees to remove the Intellectual Property and logo or trademark from the Licensed Software upon request by the Licensee.

## 16 Warranties

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- 16.1 The Licensor warrants it is the owner of the Licensed Software and has the right and authority to grant this licence to the Licensee. Without limiting the foregoing, the Licensor warrants that there are no existing restrictions or constraints on its right and authority to supply, install and licence the Licensed Software.
- 16.2 The Licensor warrants that the Licensed Software shall not contain any virus or any built-in, automatic and/or random expiry dates.
- 16.3 The Licensor warrants that the process for holding and maintaining data of a personal nature by any Visitor or User of the Licensed Software will be maintained in accordance with the Consent Form and the principles and requirements of the Privacy Act 1988 (C'th).
- 16.4 The Licensor warrants that all personal information and data is stored on servers located within Australia.
- 16.5 The Licensor makes no warranty about:
- (a) the Licensed Software being free from defects or errors; or
  - (b) the Support Services.
- 16.6 If any Consumer Guarantees apply to the Licensed Software or the Support Services and a Statutory Guarantee is breached then to the extent permitted by law the Licensor's liability to the Licensee is limited to:
- (a) in the case of the Licensed Software the correction or replacement of the Licensed Software, supplying equivalent software; or
  - (b) in the case of Support Services, resupplying the Service.

## 17 Insurance

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- 17.1 The Licensor will to the extent of at least \$20,000,000 hold and be insured in respect of potential liability, loss or damage arising at common law or under any statute in respect of claims for property damage, personal injury, public liability and professional indemnity relevant to the performance of the Licensor's obligations pursuant to this Agreement including in relation to the loss, destruction, inadvertent release or misuse of any personal information of any Visitor or User of the Licensed Software.



- 17.2 The Licensor shall produce evidence on demand, to the satisfaction of the Licensee, of the insurance effected and maintained in accordance with this clause.

## 18 Liability and indemnity

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- 18.1 In respect of any claim between the parties under or in connection with this Agreement, the parties agree that to the maximum extent permitted by law, the operations of Part 4 of the *Civil Liabilities Act 2002* (NSW) and of any laws having a similar effect in the Commonwealth and other States and Territories of Australia are excluded and have no application or effect insofar as any of them would apportion liability to the Licensee which would not have been so apportioned but for such laws.
- 18.2 The Licensor releases and indemnifies the Licensee, its servants and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against the Licensee arising out of a breach of this Agreement by the Licensor or the negligence of the Licensor, its agents, employees or sub-contractors or of any other person for whose acts or omissions the Licensor is vicariously liable.
- 18.3 The Licensor releases and indemnifies the Licensee against all costs and liability arising out of the presence of the Licensor's representatives on the Licensee's premises and against all liability for their injury or death whilst carrying out their duties pursuant to this Agreement and in respect of all loss or damage to their personal effects.

## 19 Termination

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- 19.1 Without prejudice to any other rights the Licensee may have under this Agreement or at law, the Licensee may terminate this Agreement immediately by notice in writing if the Licensor is in breach of any term and such breach is not remedied within thirty (30) days of written notice by the Licensee.
- 19.2 The Licensee may terminate this Agreement on 30 days notice at any time but is not entitled to any refund of any part of the Licence Fee paid in respect of the relevant Licence Period in which the notice to terminate is issued.

## 20 Force majeure

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- 20.1 Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.
- 20.2 If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended.
- 20.3 If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds sixty (60) days, either Party may immediately terminate the Agreement on providing notice in writing to the other Party.
- 20.4 If this Agreement is terminated pursuant to subclause 21.3, the Licensor shall refund moneys previously paid by the Licensee pursuant to this Agreement for goods or services not provided by the Licensor to the Licensee.

## 21 Sub-contracts

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- 21.1 The Licensor may sub-contract or otherwise arrange for another person to perform any part of this Agreement or to discharge any of its obligations under any part of this Agreement without the prior written consent of the Licensee.
- 21.2 The Licensor shall not be relieved of any of its liabilities or obligations under this Agreement and the Licensor shall be liable to the Licensee for the acts, defaults and neglects of any sub-contractor or any employee or agent of the sub-contractor as if they were the acts, defaults or neglects of the Licensor or the employees or agents of the Licensor.

- 21.3 The Licensor shall be responsible for ensuring the suitability of all sub-contractors and for ensuring that the work performed by the sub-contractor meets the requirements of this Agreement.
- 21.4 The Licensor shall ensure that each sub-contractor is aware of all the terms of this Agreement relevant to the sub-contractor's part in the performance of this Agreement.

## 22 Entire agreement

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This Agreement and Order Form constitutes the entire agreement between the Parties concerning the Licensed Software and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

## 23 Precedence

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- 23.1 The documents comprising this Agreement shall be read in the following order of precedence:
- (a) the clauses of this document; and
  - (b) the Schedules.
- 23.2 Where any conflict occurs between the provisions contained in two or more of the documents forming this Agreement, the document lower in the order of precedence shall where possible be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions shall be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.

## 24 Assignment and novation

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- 24.1 The Licensee cannot assign any rights or obligations under this Agreement without the Licensor's prior written consent.
- 24.2 The Licensor may consent to the assignment or novation of this Agreement subject to such conditions as it chooses to impose.
- 24.3 The Licensee consents to the Licensor assigning, novating or otherwise dealing with any rights or obligations under this Agreement provided any assignee agrees to be bound by the obligations to provide the Licensed Software to the Licensee in accordance with the terms of this Agreement.

## 25 Waiver

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- 25.1 No right under this Agreement shall be deemed to be waived except by notice in writing signed by each Party.
- 25.2 A waiver by the Licensee pursuant to subclause 26.1 will not prejudice its rights in respect of any subsequent breach of the Agreement by the Licensor.
- 25.3 Subject to subclause 26.1, any failure by the Licensee to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by the Licensee to the Licensor, will not be construed as a waiver of the Licensee's rights under this Agreement.

## 26 Variation

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- 26.1 The provisions of this Agreement, shall not be varied, except by agreement in writing signed by the Parties.
- 26.2 If either Party wishes to vary the Agreement, the proposing Party shall follow such change control procedures as the Licensee notifies the Licensor in writing from time to time. Without limitation, the proposing Party shall

submit a copy of the proposed variations to the other Party (the “receiving Party”), specifying a reasonable period in which the receiving Party is to provide written notice of acceptance or rejections of the proposal.

- 26.3 If the receiving Party accepts the variations, the Agreement shall be deemed to be so amended from the date of acceptance.
- 26.4 If the receiving Party rejects the proposed variations, each Party shall perform the Agreement in accordance with the unvaried terms.

## 27 Disputes

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- 27.1 Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the Parties or their representatives shall be submitted to arbitration in accordance with the Rules for the Conduct of Commercial Arbitration for the time being of the Institute of Mediators & Arbitrators Australia. During such arbitration, both Parties may be legally represented.
- 27.2 Prior to referring a matter to arbitration pursuant to subclause 28.1, the Parties shall:
- (a) formally refer the dispute to their respective contract managers for consideration;
  - (b) if the respective contract managers are unable to resolve the dispute after five (5) days (or such other period as is agreed between the Parties) from the date of referral, refer the dispute to the respective chief executive officers of each Party; and
  - (c) in good faith explore the prospect of mediation.
- 27.3 Nothing in this clause shall prevent a Party from seeking urgent equitable relief before an appropriate court.

## 28 Cooperation

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- 28.1 The Licensor shall sign all documents and do all things necessary or desirable to give effect to this Agreement and will procure its officers, employees and agents to declare, make or sign all documents and do all things necessary or desirable to give full effect to this Agreement.
- 28.2 In addition to and notwithstanding any other obligation under this Agreement, the Licensor will:
- (a) to the extent practical, co-operate with the Licensee in the pursuit of a Licensee's business objectives relevant to this Agreement;
  - (b) pursue best practice in the delivery of services pursuant to this Agreement; and
  - (c) as soon as practicable consult with the Licensee on any matter arising which may materially affect the performance by the Licensor of its obligations under this Agreement.
- 28.3 Except to the extent stated to the contrary in this Agreement, any consent, approval, condition or thing required to be done pursuant to this Agreement shall not be capriciously or unreasonably reached, withheld, given or carried out by either Party.

## 29 Survival of agreement

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- 29.1 Subject to any provision to the contrary, this Agreement shall enure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers but shall not enure to the benefit of any other persons.
- 29.2 The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

### 30 Severability

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If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall, to the extent specified by the Licensee, remain otherwise in full force apart from such provision which shall be deemed deleted.

### 31 Governing law

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This Agreement will be governed by and construed according to the law of New South Wales, Australia.

### 32 Notices

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32.1 Notices under this Agreement may be delivered by hand, by mail, by email or by facsimile to the addresses specified in this Order Form.

32.2 Notice shall be deemed given:

- (a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;
- (b) in the case of posting, three days after despatch;
- (c) in the case of facsimile or email, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

### 33 Execution

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This Agreement may be executed in counterparts by the respective Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged.

## ANNEXURE B Visitor and User Acknowledgements

REGISTRANT CONSENT FORM - Embedded in the App

I understand **(INSERT NAME OF CARE SERVICE IF POSSIBLE)** has implemented a risk management software process to manage the risk of infectious diseases in the residential care service. The risk management software process incorporates a computer application (**APP**) built and managed by Servian Pty Limited.

As part of the risk management process, in entering the residential care service, I acknowledge and agree that:

- I must register with the APP as a registrant;
- I may be asked questions and be required to provide a temperature reading as and when required, to assess my continued health and risk profile as to any infectious diseases including COVID 19;
- I may be asked as and when required, to undertake a point of care (POC) rapid test (including in relation to COVID 19 and influenza) to assess my vulnerability or exposure to infectious or other diseases that may impact the health and well being of residents, staff and visitors in the care service; and
- I will be required to provide personal information which will be stored on the APP which may include my contact details such as name, address, email address, phone number, and my general health.
- Depending on the circumstances, the residential care service may also collect personal information in conjunction with the implementation of the APP from others. For example, from a parent or guardian (if I am under 16 years old), employer, government authority and as otherwise required or authorised by law.
- I have been provided with access to the residential care service's Privacy Policy and link to Servian's Notice and Registrant Information Brochure as to the privacy requirements within the APP.
- I can download a copy of the documents and I have had the chance to ask questions, and my questions have been answered to my satisfaction. The nature of the point of care test, including as to COVID-19 rapid test, has been explained to me.

I consent to:

- the use of limited identifying details within the App search functions to ensure that my details are identifiable if required to track infections or outbreaks,
- the use of this information by clinicians in the care service and subject to appropriate protection of my personal information, health services, to be provided to health services according to the purposes for which authorisation has been given, and
- the use of this information in a manner which will not readily identify me (such as through the removal of directly identifying personal information, or use of summary level grouped data)

for the purposes of: management of the outbreak of infections in the care service; identifying priorities for research, education and training; performance evaluation and improvement of the provision of residential care services and use of POC testing; further developing Government policy for the management of infectious diseases in residential care services; supply planning for the aged care provider of the care service; and enabling reporting on the program for supply, authorisation and use of publicly funded POC products and infections control procedures.

I understand that any additional use of information in the App will only be undertaken in accordance with the requirements of the Privacy Act 1988 (Cth) and any relevant state/territory laws, and that the information may only be made available for medical or public health research only with approval of a properly constituted human research ethics committee (HREC).

The care service's Privacy Policy at **(INSERT URL of link to Website Privacy Policy)** and Servian Pty Limited's at **(INSERT URL of link to Website Privacy Policy)** includes additional information about the way the organisations handle personal information, including how to seek access or correction of my personal information, and how to complain if I believe there has been a breach of their privacy obligations and how they will handle any complaint. I understand for further information I may also contact each organisation's Privacy Officer.

Use your data to gain  
competitive advantage.

Get in touch today.

**Sydney**

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Sydney NSW 2000

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**Melbourne**

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727 Collins Street

Melbourne VIC 3000

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**Brisbane**

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**Adelaide**

Level 1, 5 Peel Street

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t +61 414 458 763

**London**

34-37 Liverpool Street

London, EC2M 7PP

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