minfos ®

Minfos Third Party Partnership
Partnership

Agreement

Version 3.0

August 2023

Together we can ©

Contents

1. Introduction

1.1.1. By filling in the Minfos Partnership Agreement form and submitting it to Us, 'You' are entering a legally binding Agreement. If you disagree with any terms of this Agreement, then Minfos does not grant you a licence and you are not permitted to use any Minfos API or interface with Minfos in any way.

1.2. Purpose

1.2.1. This document forms an Agreement between Symbion Pty Ltd Trading as Minfos and You. The Agreement outlines the conditions and right to use a Minfos application programming interface ('API') as declared in Schedule A.

1.3. Overview

1.3.1. Minfos provides API(s) that allow data held within Minfos databases to be accessed. Use of any Minfos API requires acceptance of the terms of this Agreement.
This Agreement covers two levels of service offered to a Third Party: Certified Partner (CP) and Non-Certified Partner (NP).

1.4. Participants

1.4.1. The key participants in the process of negotiating and managing this 'Agreement' are:

   a. The Minfos Partnership Manager.
   b. The legal representative of the Third Party.

1.5. Contacts

NAME	Mathew Wall
POSITION	Partnership Manager
EMAIL	help@minfos.com.au

2. Terms & Conditions

2.1. About Us and these API Terms of Use

2.1.1. You agree that by using a Minfos API, You are entering into a legally binding Agreement with Symbion Pty Ltd Trading as Minfos. You acknowledge that You have read and understood and agree to be bound by these Minfos API Terms of Use (the 'Terms'). If You are using our API on behalf of a company or

other entity, You represent and warrant that You have full legal authority to accept on behalf of that entity and bind it to these Terms. If You are not authorised, You may not accept the Terms of this Agreement.

2.2. Partnerships

2.2.1. The Minfos Third Party API includes technology and technical documentation ('Minfos Materials') that allows Third Parties or 'Customer Agents' to develop applications using Minfos APIs on the condition that You agree to and follow these Terms. By agreeing to these terms You elect use the API under the terms of this Agreement. Minfos offers two levels of Service Level Agreement that offers different levels of support: Certified Partner (CP) and Non-Certified Partner (NP).

2.2.2. As used in this Agreement, 'API' means a programmatic API and associated tools and 'Documentation' that Minfos provides, and 'Application' means a software application, website, or product You create or a service You offer.

Certified Partner (CP)

2.2.3. The certified partner program offers support and application certification to the partner. By agreeing to this level of engagement and paying the yearly partnership fee, You are entitled to benefits outlined in Schedule A and summarised below:

a. Access to an API and an API security token to allow You to use it where we have granted permission.
b. Technical documentation about the API and its use.
c. A reference implementation and example code to assist with integration development.
d. Access to a current version of Minfos to allow You to test integration.
e. Technical assistance where required to help with issues with 'Application' integration.
f. Notification of Minfos releases, changes to the API or to the schema.
g. Minfos technology partner endorsement and inclusion on the Minfos public website.

Non-Certified Partner (NP)

2.2.4. By agreeing to the terms of use of this agreement but without electing to become a Certified Partner, You will be endorsed as a Non-Certified Partner. As a Non-Certified Partner, You will be entitled to:

a. Access to an API and an API security token to allow You to use it where permission has been granted.
b. Technical documentation about the API and its use.
c. A reference implementation and example code to assist with integration development.
d. Access to a current version of Minfos to allow You to test integration.
e. Notification of Minfos releases, changes to the API or to the schema.

3.   Joining the Partnership Program

3.1. Third Party Accounts and Access Credentials

3.1.1. To use our APIs, You must first sign up for a Third Party Account using this agreement. Your account information must contain accurate and up-to-date information at all times, including Your current title, company, and email address. You agree that we can use, store, and share information submitted by You through Your Third Party Account as permitted in our 'Privacy Policy'.

3.1.2. As part of this Agreement, you agree to advise Minfos what is the intended use of the data to be extracted from our customers' Minfos pharmacy databases.

3.1.3. When You have a Third Party Account You may obtain Access Credentials, to use the Minfos API. Access Credentials means the necessary security keys, secrets, tokens, passwords, and other credentials required to access the Minfos API. The Access Credentials enable us to associate Your API activity with Your 'Application' and the members using it. All activities that occur using Your Access Credentials are Your responsibility. Keep them secret; do not sell, share, transfer, or sublicense them to any party outside your organisation.

3.2. Test Software

3.2.1. Conditional on You becoming a Minfos Partner, we will supply you (or make available) one copy of the most recent general availability (GA) version of the Minfos application. You are licensed to use this software for the purpose of testing only within Your organisation. Updated versions of the Minfos software will be supplied (or made available) to You while You remain a partner.

3.3. API License

3.3.1. As long as You follow these Terms, we grant You a limited, non-exclusive, non-assignable, non-transferable license to Minfos' software to use the API to develop, test, and support Your Application, and to allow Your customers use Your integration of the APIs within Your Application.

3.4. Reference Implementation, Documentation and Example Code

3.4.1. Any example code or documentation provided as part of the API is subject to the Terms of Use. If You use both API and reference implementations in Your Application, You must comply with these Terms.

4. Act Professionally

4.1. Data Views and Extracts

4.1.1. 'Customer' data belongs solely to the customer, is confidential to them and constitutes "personal information" for the purposes of the Privacy Act 1988. Use of an API within a customer's network must be explicitly consented to access, store and process their data through Your Application. In addition, Your Application must not permit users to share customer data to anyone else without the explicit written consent from the customer. As part of the terms of this agreement You warrant that You have attained written consent from the customer to use or extend rights over the customer's data and You have taken reasonable steps to accurately declare the purpose of use of access to the customer's data as part of the conditions of this consent.

4.2. Excluded Uses

4.2.1. You must never do any of the following under these Terms:

a. Sell, lease, share, transfer, or sublicense any 'Content' or access to any Content, directly or indirectly, to anybody without explicit permission of the content owner. That includes data brokers, salespeople, advertisers, social or professional networks, recruiters, or anyone besides You or the company on whose behalf You agreed to these Terms.
b. Use someone else's or share Your 'Access Credentials' to access customer Content.
c. Distribute or allow access to the APIs to anyone other than the company on whose behalf You agreed to these Terms, or create an API that enables access to customer Content without the express permission of the content owner. Anyone who wants to access our API and customer Content must register for our Third Party Program and be subject to the same terms.

4.3. Protection of Stored Data

4.3.1. You must use the highest security measures to protect the confidentiality of all stored Content, which measures are at least in compliance with Australian Security Standards for data encryption and storage, and the Australian Privacy Act. The stored data must not be transferred or provided to any third parties without the express permission of the content owner.

4.4. Delete at User Request

4.4.1. You must delete all data that was collected with the customer's consent, including the Member Token, when the customer requests You to do so, when the customer uninstalls Your Application, or when the customer closes his or her account with You unless you are provided with the express consent to retain the customer's data. These restrictions do not apply to data that customers provide directly to You and that is separately entered or uploaded to You by the customer.

4.5. Delete for Breach

4.5.1. You must immediately delete all data if we terminate Your use of the API for breaching these Terms unless you are provided with the customer's express consent to retain the customer's data or when deleting the data would cause You to violate any law or obligation imposed by a governmental authority.
4.5.2. Your application must not implement features or business practices that harm the business operations, professional reputation, relationships, or professional ecosystem of Minfos customers.
4.5.3. Your application must not impersonate a Minfos (CP or NP) API partner or misrepresent any customer or other third party when requesting or publishing information.

4.6. Restrict and Control Your Application

4.6.1. Do not exceed or circumvent Your limitations on calls and use. Do not access customer data where permission has not been given. If we reasonably believe that You have exceeded or circumvented Your limitations or accessing the API or system in ways that were not intended, we may temporarily suspend or permanently block Your access to our APIs, disable Your Third Party account, or both.
4.6.2. Do not copy, reformat, reverse-engineer, or otherwise modify our APIs, Access Credentials, our Website or any Content.
4.6.3. Your application must not adversely interfere, cause failure or disrupt Minfos customer applications or 'Services' or networks connected to Minfos services. If we reasonably believe that Your application has interfered with normal Minfos system operation we may temporarily suspend or permanently block Your access to our APIs, disable Your Third Party account, or both.

5.   Treat Our Brand With Respect

5.1.   Brand Features License

5.1.1.   Subject to these Terms, including the Branding Guidelines, we grant You a limited, non-exclusive, non-assignable, non-sublicensable, and non-transferable license during the Term to display our Brand Features to promote or advertise Your integration of the APIs in Your Application. Brand Features means any trade names, 'Trademarks', service marks, logos and domain names that Minfos makes available to You.

5.2. Restrictions

5.2.1.   You must not:

a.   Display our Brand Features in any way that is misleading, defamatory, infringing, libellous, disparaging, obscene, or otherwise objectionable to Minfos in its sole discretion, or in a way that suggests we have created, sponsored, or endorsed Your Application or its content;

b.   Remove any legal, copyright, trademark, watermark or other proprietary rights notices contained in or on materials You receive or access pursuant to these Terms, including the APIs, the materials posted at the Third Party Site, and the Minfos Website; or

c.   Use our APIs or Brand Features for any illegal, unauthorised or otherwise improper purposes, or in any manner that would violate these Terms (or any document incorporated into the Terms), or breach any laws or regulations, or violate any rights of third parties, or expose Minfos or its customers to legal liability in Your use of the APIs.

5.3. Publicity by You

5.3.1.   Subject to our Branding Guidelines, You may promote Your Application as integrating with Minfos, including talking to traditional and online media and to Your users about Your Application, so long as You do so truthfully and without implying that Your Application is created or endorsed by Minfos (or otherwise embellishing Your relationship with Minfos).

5.4. Publicity by Us

5.4.1.   Under the terms of this agreement, we may publicly refer to You, orally or in writing, as a licensee of the Minfos API without Your prior consent. We reserve the right to publish Your name or logo (with or without a link to Your Application) on our Website, in press releases, and in promotional materials without explicit consent only for the purposes of promoting the use of the service.

5.5. Follow The Law and These Terms

5.5.1.   You must comply with all applicable laws, including, the Copyright Act 1968 (Cth) and applicable export laws, and these Terms, which may be amended from time to time with reasonable prior notice, in order to use the Minfos APIs. You and Your Application must also comply with the following, which are hereby incorporated by reference:

a. The Privacy Act 1988 (Cth) and Australian Privacy Principles;
b. The Hardware Platform Guidelines, and
c. The Minfos 3rd Party Service Level Agreement.

5.5.2. In the event of any conflict between the content in this document and the above documents, this document controls Your use of the Minfos API. If You disagree with any of the provisions in these Terms, do not access or use the API.

5.5.3. The most current version of these Terms can be reviewed on the 'Minfos Website'. By using the Minfos API after changes are made to the Terms, You agree to be bound by the most current version, provided we give you prior notices of the changes to these terms. If You disagree with the Terms, or changes to the Terms, You must discontinue Your use of the API.

6. Safety and Abuse

6.1. Security Measures

6.1.1. Where Your application accesses or extracts customer data, You are responsible to secure and protect the customer's data against loss or unauthorised access. Failure to protect the customer's data constitutes a breach of this agreement.

6.2. Monitoring

6.2.1. You agree to assist Minfos in verifying Your compliance with these Terms by providing information about Your Application to us as it relates to the interaction between Your Application and Ours. This may include access to Your Application and other materials related to Your use of the API. If You do not demonstrate full compliance with these Terms, we may restrict or terminate Your access to the API.

7. Rights We Reserve

7.1. Support and Modifications

7.1.1. We may provide You with support or modifications for the API in our sole discretion. We may stop providing support or modifications to You at any time with 6 months written notice. We may release subsequent versions of the API and require that You use those subsequent versions. Deprecated API specification will be supported for 6 months from the release of updated specification. Your continued use of the API following a subsequent release will be deemed Your acceptance of modifications.

7.1.2. Conditions of support for Certified Partners and Non-Certified Partners are outlined in

7.2. Fees

7.2.1. Minfos reserves the right to charge a fee for the provision of support under the terms of agreement for a Certified Partner. Fees are subject to change with written notice made available prior to the next renewal. Minfos does not currently charge a fee for Non-Certified Partner, but reserves the right to change this policy in the future. Fees are outlined in Schedule A.

7.2.2. The Cloud API access fees are outlined in Schedule B.

7.2.3. Minfos reserves the right to increase fees outlined in this agreement in line with increases to inflation as measured by the 'CPI Index Number'. CPI index number is the All-Groups Consumer Price Index (weighted average of eight capital cities) number published from time to time.

7.3. Independence

7.3.1. Under the terms of this agreement, both parties to this agreement understand and acknowledge that either party may be independently creating applications, content, and other products or services that may be similar to or competitive. Nothing in these Terms will be construed as restricting or preventing either party from creating and fully exploiting any applications, content, and other items. Neither party has an obligation to the other.

7.4. Third Party Exception to our Privacy Policy

7.4.1. Minfos may reveal personal information about Third Parties for attribution purposes, handling queries from customers or potential customers, and other purposes Minfos reasonably deems necessary under these Terms. You understand and agree that Minfos may access, preserve, and disclose Your personal information and Your Third Party account details if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to comply with legal process or to protect the rights, property, or safety of Minfos, its affiliates or partners, its users, or the general public.

8. Ownership

8.1. Minfos Property

8.1.1. As between You and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the (a) APIs, and all elements, components, and executables of the APIs; (b) our Website; and (c) our 'Brand Features' (clauses (a)-(c) collectively; the 'Minfos Materials'). Except for the express licenses granted in these Terms, Minfos does not grant You any right, title, or interest in the Minfos Materials. You agree to take such actions, including executing affidavits or other documents, as Minfos may reasonably request to effect, perfect, or confirm Minfos' rights to the Minfos Materials.

8.2. Your Property

8.2.1. You own all rights in Your property which includes all Content derived from the use of the API except that which is owned by the rightful owner.

8.3. Contributions to Minfos

8.3.1. By submitting suggestions or other feedback regarding the Minfos Materials ("contributions") in any way to Minfos, You acknowledge and agree that:

a. Your contributions do not contain confidential or proprietary information;
b. Minfos is not under any obligation of confidentiality, express or implied, with respect to the contributions;
c. Minfos shall be entitled to use or disclose (or choose not to use or disclose) such contributions for any purpose, in any way, in any media worldwide;

d. Minfos may have something similar to the contributions already under consideration or in development;

e. You irrevocably non-exclusively license to Minfos rights to exploit Your contributions; and

f. You are not entitled to any compensation or reimbursement of any kind from Minfos under any circumstances.

8.4. Your Application

8.4.1. You represent and warrant to Minfos that, excluding Minfos Materials, You have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute Your Application, and that use by customers of Your Application (to the extent such use is allowed pursuant to this Agreement or otherwise) will not violate the rights of any third party (e.g., copyright, patent, trademark, or other proprietary right of any person or entity), or any applicable regulation or law, including the laws of any country in which Your Application is made available. Except to the extent Your Application contains Minfos Materials, Minfos claims no ownership or control over Your Application.

8.4.2. You grant Minfos the right to display and make reference to the use of your application by Minfos for the purposes of compliance testing. Following the termination of these Terms and upon written request from You, Minfos will make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to Your Application.

9.   General Terms And Conditions

9.1. Indemnity

9.1.1. You shall defend Minfos against any and all actions, demands, claims and suits (including without limitation product liability claims), and indemnify and hold Minfos harmless from any and all liabilities, damages and costs (including without limitation lawyer client fees on an indemnity basis) arising out of or in connection with your use of the Minfos Materials, the Content, anything else provided by Minfos where such use is inconsistent with this Agreement.

9.2. Representations and Warranties

9.2.1. You, the Third Party, warrant that in entering into this Agreement You have not relied on any representation made by Minfos which has not been stated expressly in this Agreement, nor upon any descriptions, illustrations or specifications contained in any document, including any technical outline or publicity material, produced by or on behalf of Minfos, but have relied on Your own skill and judgment.

9.2.2. Minfos does not represent or warrant that:

a. The API(s) will function as intended on hardware or operating environment specifications that do not comply with the minimum Minfos System Requirements;

b. The API(s) will function as intended if the System is not maintained in good working order;

c. The API(s) will meet your requirements or operate in the configuration selected or requested by You;

d. The operation of the API(s) will be uninterrupted or error free, or that Minfos will be able to correct all program errors in the API(s);

e. Any required data conversion will be successful without any error including but not limited to the loss of data; and

f. Any data stored or maintained as part of the 'Service Offering' will be error-free.

9.2.3. To the extent permitted by law, Minfos excludes all conditions and warranties in relation to the API(s) and in relation to any Maintenance Services or training which would otherwise be implied or incorporated by law.

9.3. Limitation of Liability

9.3.1. The Maintenance Services, the Minfos Materials, the Content anything else provided by Minfos are provided "as is" without warranty of any kind. Minfos disclaims all warranties, whether express, implied or statutory, regarding the Maintenance Services, the Minfos Materials, the Content anything else provided by Minfos, including without limitation any and all implied warranties of merchantability, accuracy, results of use, reliability, fitness for a particular purpose, title, interference with quiet enjoyment, non-infringement of third-party rights and any warranties or conditions arising out of course of dealing or usage of trade. Further, to the extent permitted by law, Minfos disclaims any warranty that your use of the Maintenance Services, the Minfos Materials, the Content anything else provided by Minfos will meet any or all of your requirements or that such use will be uninterrupted, error-free, virus-free, or secure.

9.3.2. In no event shall either party be liable to the other for any special, incidental, indirect, direct, exemplary, punitive, compensatory, or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the affected party has been advised of the possibility of such loss or damage. Any claim arising out of or relating to this Agreement must be brought within one (1) year. In any case, either party's aggregate liability under this Agreement will not exceed fifty Australian dollars (AUD50.00). The foregoing limitations will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

9.3.3. Neither party will be liable to the other party to the extent that such liability is due to an event of 'Force Majeure'.

9.4. Payment

9.4.1. All amounts payable under this Agreement that remain unpaid following 30 days from the date on which they fall due will bear interest at the 90 day bank bill rate plus ten per cent.

9.4.2. If any amount is unpaid when due for more than 45 days, Minfos may suspend its obligations under this Agreement until payment is made, and interest will continue to accrue in accordance with clause 3.3.1.

9.4.3. If you wish to pay the Annual Fee upon commencement of this Agreement (as set out in Schedule A) using a credit card, You must complete the Credit Card Request Form, available on request from Minfos.

9.4.4. By completing the Credit Card Request Form, You authorise Minfos to debit the annual fee via Your credit card.

9.4.5. You must make payment to Minfos under this Agreement without set-off, counter claim, conditions, restrictions, or withholdings as deductions of any kind unless required by law.

9.5. Termination

9.5.1. A party may terminate this Agreement immediately at any time by written notice to the other party:

a. If an 'Insolvency Event' occurs in respect of the other party; or

b. If the other party commits any other breach of this Agreement and fails to rectify such breach within 14 days after receipt of written notice specifying the nature of the breach and requiring the other party to remedy the breach.

9.5.2. Any dispute or difference whatsoever arising out of or in connection with this agreement shall be submitted to mediation in Victoria. The mediator will be agreed between the parties, or appointed by the Victorian Bar President.

9.5.3. Either party may terminate this Agreement without cause by provision of 6 months' written notice to the other party.

9.5.4. Upon termination or expiration of this Agreement for any reason whatsoever, You must immediately cease use of our API(s) and must immediately remove all copies of the API(s) and any 'Documentation'.

9.5.5. Unless we agree otherwise in writing or as stated in these Terms, You must permanently delete all Content or other data which You stored pursuant to Your use of the APIs unless express consent has been provided by the Content owner. Minfos may request that You certify in writing Your compliance with this section.

9.5.6. Termination of this Agreement will be without prejudice to any claim either party may have against the other pursuant to this Agreement as at the date of termination.

9.5.7. Termination of this Agreement will not award a refund of payment for a partnership program.

9.6. Confidentiality Undertakings

9.6.1. The parties must keep the contents and subject matter of this Agreement, and any other information or data received by virtue of being a party to this Agreement ('Confidential Information'), strictly confidential.

9.6.2. The parties agree to not use (whether for their own benefit or the benefit of a third party) or disclose any Confidential Information, whether orally or in writing, unless:

a. Such information is available to the general public other than due to a breach of this Agreement;
b. Such disclosure is required by law, in which case the disclosing party must provide the other party with written notification of the required disclosure as soon as possible;
c. The other party has authorised the disclosure in writing (on such terms as the other party deems fit); or
d. The disclosure is contemplated by this Agreement.

9.6.3. You must not include in, or place on, any website, search engine, bulletin board, news group or online discussion group any reference to the name of the API(s), the operation of the API(s) or Minfos without obtaining the prior written consent of Minfos.

9.6.4. You must not send unsolicited commercial email ('spam') that contains any information that references Minfos, the API(s), or any services that could be construed as being substantially generated or produced by the API(s) to any third party or customer without obtaining the prior written consent from Minfos.

9.7. Notices

9.7.1. A notice in connection with this Agreement must be:

a. In writing;
b. Signed by an authorised officer of the relevant party; and;

9.7.2. Given to the recipient party:

a. By hand delivery;
b. By pre-paid mail sent to that party;
c. By facsimile transmission to that party; or

d. By email transmission to that party.

9.7.3. For the purposes of clause 10.6.1:

a. Deliveries must be delivered to the address of the recipient party set out in Schedule A;

b. Mail must be sent to the address of the recipient party set out in the Schedule A, and must be sent by airmail if that address is outside Australia;

c. Facsimile messages must be transmitted to the facsimile number of the recipient party set out in the Schedule A;

d. Email messages must be transmitted to the email address of the recipient party set out in the Schedule A; and

e. In each case, must be marked for the attention of the person specified in the Schedule A in relation to the recipient party.

9.7.4. A party may change any of the notice details specified in the Schedule A by providing not less than five business days' notice to the other party.

9.7.5. Proof of posting by pre-paid mail is proof of receipt of a notice on the second clear business day after posting.

9.7.6. Proof of transmission by facsimile or email is proof of legible receipt at the time of transmission, but if a transmission is not made on a business day or not made before 5.00 pm, it will be deemed received at 9.00 am on the next business day after transmission.

10. General Provisions

10.1. Entire Agreement

10.1.1. This Agreement comprises the entire understanding between the parties as to its subject matter. It supersedes all prior agreements, representations, conduct, and understandings.

10.1.2. No amendment of, or addition to, this Agreement is binding unless it is in writing and executed by the parties to this Agreement or amended in accordance with clause 5.5.

10.2. Severability

10.2.1. If any clause or sub-clause of this Agreement is deemed invalid, whether by a court or otherwise, it will be severed from this Agreement, and such invalidity will not affect the validity of the remainder of the Agreement.

10.3. No Waiver

10.3.1. A party's failure or delay to exercise a power or right under this Agreement is not a waiver of that right, and the exercise of a power or right does not preclude the future exercise of that or any other power or right.

10.4. Further Acts

10.4.1. The parties will do all things and execute all documents required to permit or facilitate the performance of this Agreement.

10.5. Costs

10.5.1. You agree to pay, or reimburse to Minfos, all local, state, or federal taxes or foreign government taxes as may be imposed upon Minfos, You, or both, with respect to the ownership, leasing, licensing, possession, or use of the API(s), or otherwise arising from this Agreement.

10.5.2. All fees are based on costs and exchange rates, taxes, duties and other government imposts, as at the date of this Agreement. Minfos reserves the right to adjust any fees at any time to take into account any variation in any of these items.

10.5.3. If Minfos is required by any law of the Commonwealth of Australia or any State or Territory of Australia to pay a goods and services tax, value added tax or similar tax in connection with this Agreement, or in connection with any supply made by Minfos under this Agreement, You will, on demand (and in addition to all other moneys payable by You to Minfos under this Agreement), pay to Minfos (without any right of set-off) the amount of any such tax payable by Minfos.

10.6. Counterparts

10.6.1. This Agreement may be executed in counterparts, which are one instrument when taken together.

10.7. Assignment and Sub-Licensing

10.7.1. You are not entitled to assign or sub-licence its rights under this Agreement.

10.8. User Privacy obligations

10.8.1. You must comply with the Privacy Act 1988 (Cth) and all other applicable privacy laws that may be in force from time to time which, amongst other things, regulate the collection, storage, use and disclosure of personal information.

10.8.2. Notwithstanding any other terms in this agreement, You must ensure that the use of the API(s) and the handling of any information stored using the API(s) do not breach any applicable privacy laws.

10.8.3. You must have a privacy policy that tells Customers what data You are going to use and how You will use, display, share, or transfer that data and You will include Your privacy policy URL in any application You create.

10.8.4. You will delete all data you receive from Us concerning a Customer if the Customer asks You to do so, and will provide a mechanism for Customers to make such a request.

10.8.5. You will indemnify Minfos against all loss, damage, claim, demand, cost or expense (other than in respect of consequential loss or damage) incurred by Minfos as a result of Your breach of 10.8.1, 10.8.2, 10.8.3 or any privacy laws including, but not limited to, the Privacy Act 1988 and any health records legislation of any State or Territory.

10.9. Governing Law

10.9.1. This Agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

10.10. Interpretation Rules

10.10.1. In this Agreement words or expressions:

a.   Importing the singular include the plural and vice versa;
b.   Importing a gender include all other genders; and
c.   Denoting individuals include corporations, firms, unincorporated bodies, authorities and instrumentalities.

10.10.2. A reference to this Agreement is a reference to this Agreement as amended, varied, notated, supplemented, or replaced from time to time.

10.10.3. A reference to a party to this Agreement includes that party's executors, administrators, successors, and permitted assigns.

10.10.4. Where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning.

10.10.5. A reference to a clause, sub-clause, item, Part or Schedule is a reference to a clause, sub-clause, item, Part or Schedule of this Agreement.

10.10.6. A reference to '$' or dollars is a reference to Australian dollars.

10.10.7. A reference to a business day means any day on which banks are open for general banking business in the State or Territory in which You are located, but does not include any Saturday, Sunday or public holiday.

10.10.8. A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in this Agreement.

11. Definitions

11.1.1.   'Access Credentials' means the necessary security keys, secrets, tokens, passwords, and other credentials required to access the Minfos API.

11.1.2.   'Agreement' means this document, which outlines the conditions and right to use the Minfos application programming interfaces (API), for Minfos (Symbion Pty Ltd) and the Third Party.

11.1.3.   'API' means a Service Offering(s) programming interface.

11.1.4.   'Application' means a software executable, website, or product that the Third Party or that Minfos creates or services they offer.

11.1.5.   'Brand Features' means any trade names, 'Trademarks', service marks, logos and domain names that Minfos makes available to You.

11.1.6.   Confidential Information' means all non-public information disclosed by either party, their affiliates or business partners or the employees, contractors or agents of either party or their affiliates or business partners, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes:

a.   Non-public information relating to Our or Our affiliates' or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs;

b.   Third-party information that We are obligated to keep confidential; and

c.   The nature, content, and existence of any discussions or negotiations between You and Us or Our affiliates. Confidential Information does not include any information that:

d.   Is, or becomes, publicly available without breach of this Agreement;

e.   Can be shown by documentation to have been known to You at the time of Your receipt from Us;

f.   Is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or

g.   Can be shown by documentation to have been independently developed by You without reference to the Confidential Information.

11.1.7.   'Customer' means any actively associated purchaser or holder of a Minfos system license.

11.1.8.   'Customer Agent' means any entity that is an authorised agent or representative of a customer of Minfos.

11.1.9.   'Content' means any information or data that belongs to Minfos or our Customers.

11.1.10.   'Minfos Materials' means Content we or any of our affiliates make available in connection with the Services or on the Minfos Site to allow access to and use of the Services, including Service Offering(s), software libraries; command line tools; and other related technology.

11.1.11.   'Documentation' means the getting started guides, user guides, quick reference guides, and other technical and operations Documentations and specifications for the Services made available to You by Minfos, which may be updated by Us from time to time.

11.1.12.   'Force Majeure' means any act of God, fire, earthquake, storm or flood, industrial dispute, unavoidable accident, requirement or restriction of any Government, loss of supply of essential services including, but not limited to, electrical power and air conditioning, and any other cause beyond the reasonable control of a party to this agreement.

11.1.13.   'Insolvency Event' means, in relation to a party, except for the purpose of a solvent reconstruction or amalgamation which has the prior written consent of the other party, the happening of one or more of the following events:

a.   Process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 7 days of it being filed;

b.   An order is made that it be wound up or that a Controller be appointed to it or any of its assets;

c.   A resolution that it be wound up is passed;

d.   A liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertaking; or

e.   An administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;

f.   It enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or shareholders, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;

g.   A reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors is proposed or effected;

h.   Any action is taken by the Australian Securities and Investments Commission with a view to cancelling its registration or to dissolving it;

i.   It is insolvent within the meaning of section 95A of the Corporations Act, as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law;

j.   As a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;

k.   It stops or suspends or threatens to stop or suspend:
    i.   The payment of all or a class of its debts; or
    ii.   The conduct of all or a substantial part of its business or threatens to do so.

l.   Any event or circumstance set out in section 461 of the Corporations Act occurs in relation to it;

m.   It is, or makes a statement from which it may reasonably be deduced that it is, the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or

n.   Anything having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of any jurisdiction.

11.1.14.   'Intellectual Property Rights' means all industrial and intellectual property rights including, without limitation:

a.   Any rights in respect of or in connection with any copyright, patents, trademarks, design rights, or eligible layout rights (whether registered or not); and
b.   Any rights to apply for registration of any of the rights referred to in 4.1.10 (a).

11.1.15.   'Minfos Website' means https://www.minfos.com.au and any successor or related site designated by Us.

11.1.16.   'Party' means either of the entities in this Agreement; Minfos and You, the Third Party.

11.1.17.   'Privacy Policy' means the privacy policy currently referenced at https://www.minfos.com.au/privacy-policy, as it may be updated by Us from time to time.

11.1.18.   'Service' means each of the web services made available by Us or Our affiliates, including those web services described in the Service Terms.

11.1.19.   'Service Level Agreement' means all service level agreements that We offer with respect to the Services and post on the Minfos Site, as they may be updated by Us from time to time.

11.1.20.   'Service Offering' means the Services (including associated APIs), the Content, the Trademarks, the Minfos Website, and any other product or service provided by us under this Agreement.

11.1.21.   'System' means a computer hardware and operating environment that pertains to a particular Pharmacy and business.

11.1.22.   'Terms' means the content stated in this document, the Agreement, as the terms of use for the Minfos API.

11.1.23.   'Trademark' means any trademarks, service marks, service or trade names, logos, and other designations of Minfos and its affiliates that We may make available to You in connection with this Agreement.

11.1.24.   'Us' means Minfos (Symbion Pty Ltd), the business.

11.1.25.   'You' means the Third Party or the Legal Representative of the Third Party.

Schedule A

This schedule outlines Minfos's obligations under the terms of this agreement in respect to the provision of service under the Certified Partner Program and the Non-Certified Partner Program.

Certified Partner Program

Fees

The Certified Partner Program costs $1200 per annum and requires renewal annually.

Access to the API and an API security token

A security token is required to enable data to be requested via a Minfos API. The token will be issued on completion of the Partner sign up process and fees have been paid. The token will not expire unless explicitly revoked by Minfos. The partner token enables the API for all customers.

Technical documentation about the API and its use

Minfos will provide documentation on how to use the API and the associated table schema (for main use cases). This documentation will be updated from time to time.

Reference implementation and example code

Minfos will provide a reference implementation and example code for how to use the API. The code is provided with no warranties intended or implied.

Test version of Minfos Application

Minfos will provide a royalty-free version of Minfos that can be used only for the purposes of developing and testing the partner's application against the Minfos API. New versions of the software will be available via a standard software update.

Technical assistance

Minfos will provide Certified Partners with application development support.

Service obligations under this agreement

Support assistance is provided by the Minfos QA department. Request for support can only be made by issuing a request via Minfos incident tracking system, the Minfos Help Centre. Access to this system and instructions for use will be provided on sign up to the Certified Partner Program.

Schedule B

The following outlines any supplementary programs or services available under the Minfos Partner Program:

1. Legacy Data Access.
2. Midas Web Services.
3. Minfos Product & Supplier Update (PPS Only).
4. Minfos Brand Portal Web Services.
5. Cloud API.

Cloud API

Service Outline:

The Cloud API service provides remote API access via a cloud-based proxy service. The service is a secure managed service that requires authentication per vendor connection to each remote client/customer site that requires API access.

Fees

The Cloud API incurs a monthly cost per site for delivery of the service according to the following:

- First 100 stores (minimum): $165 per month*
- Each store thereafter: $1.70 per month.

Note

* A minimum annual spend for Cloud API per Minfos Partner is $165 per month.

Availability

The service is based on technology and services offered by a third-party. The service is therefore offered 'as is' and cannot be guaranteed to be continuously available. Availability is determined based on cloud services being available (3rd party provider availability), Internet service availability at the client/customer (remote endpoint), and correct configuration being maintained.

Minfos will endeavour to restore access to the service as quickly as possible subject to availability of dependent downstream services/providers.

Access to the Cloud API

In addition to the security token (issued as part of Schedule A), a certificate and key is required to access the Cloud API. The certificate will be issued when Cloud API is requested after completion of the Partner sign up process, and fees have been paid. Within 3 months of the certificate expiry date, Minfos will re-issue a new certificate. The certificate can be explicitly revoked by Minfos.

Access to Minfos Store API

Request for access to a specific site must be submitted via the Minfos Help Centre, help.minfos.com.au (or email help@minfos.com.au) In the request, please provide a list of the pharmacy's Minfos ID/s for Minfos to allow access to the site.

Technical documentation about Cloud API and its use

Minfos will provide documentation on how to use Cloud API along with a code sample. This documentation will be updated from time to time.

Reference implementation and example code

Minfos will provide a reference implementation and example code for how to use Cloud API. The code is provided with no warranties intended or implied.

Test version of Minfos Application

Minfos will provide a royalty-free version of Minfos that can be used only for the purposes of developing and testing the partner's application against the Minfos API and Cloud API. New versions of the software will be available via a standard software update.

Logging an API support call in Minfos Help Centre (FreshDesk)

This is the preferred contact method and is available to all Partners.

Please submit your issue/s via this portal.

Please refer to Minfos Help Centre Overview to set up an account or change your password.

URL: https://help.minfos.com.au

minfos ®