



Virtuosa AI Website Terms of Use

These terms of use set out the rules for using the website operated by Monolith Building Pty Ltd ACN 156 630 143 (trading as Virtuosa AI) (“**Virtuosa**”, “**we**”, “**our**” or “**us**”) at www.virtuosaai.com and any related pages we control (together, the **Website**). Your access to and use of the Website is subject to these terms of use.

By accessing or using the Website, you agree to these terms of use.

1. CONTACT INFORMATION

You may contact us about these terms of use by emailing us at admin@virtuosaai.com.

2. ACCEPTANCE OF THESE TERMS

By accessing or using the Website, you acknowledge and agree that:

- you have read, understood and agree to be bound by these terms of use; and
- if you access or use the Website on behalf of an organisation, you have authority to bind that organisation and references to “you” are to both you and that organisation.

If you do not agree to these terms of use, you are not permitted to access or use the Website.

You are responsible for ensuring that any person who accesses the Website through your internet connection or devices is aware of, and complies with, these terms of use and any other applicable terms and policies referred to on the Website.

3. CHANGES TO THESE TERMS AND TO THE WEBSITE

We may amend these terms of use from time to time, including to reflect changes to our Website, our services, or applicable laws (including the Australian Consumer Law). Any amended terms will apply from the date they are posted on the Website. You should review these terms of use each time you access or use the Website, as your continued use constitutes acceptance of the then-current terms.

We may update, suspend, withdraw or change all or any part of the Website at any time without notice. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted.

4. NATURE OF INFORMATION ON THE WEBSITE

The content on the Website is provided for general information purposes only. It describes, in broad terms, features and potential uses of the Virtuosa AI software for psychologists and related professionals; it does not take into account your objectives, clinical context, regulatory obligations or other individual circumstances.

The content on the Website is **not**:

- medical, psychological, legal, financial or other professional advice;
- a recommendation or endorsement of any clinical decision, diagnosis, treatment, report style or workflow; or
- a guarantee or promise that any particular result, outcome, time saving or compliance benefit will be achieved by any user.

You must obtain your own independent professional and technical advice before acting, or deciding not to act, based on any content on the Website.

To the extent permitted by law, we make no representation, warranty or guarantee (express or implied) that any content on the Website is accurate, complete, up-to-date, suitable for your circumstances or free from errors. Nothing in these terms excludes, restricts or modifies any consumer guarantees or other rights that cannot be excluded under the Australian Consumer Law.

5. NO OFFER, GUARANTEES OR REPRESENTATIONS ABOUT FUTURE MATTERS

The Website and its content are for information only and do not, by themselves:

- constitute an offer, or acceptance of an offer, to provide any goods or services; or
- create a binding contract between you and us. Any supply of Virtuosa products or services is subject to separate terms agreed with you (for example, our Software Terms of Service or a customer contract).

Statements on the Website about potential benefits or performance of the Virtuosa AI solution (for example, possible time savings, improvements in report quality or support for ethical and regulatory compliance) are statements about future matters and are based on assumptions and information available at the time they are made. They are not promises or guarantees that such results will be achieved in every case. To the

extent they are based on reasonable grounds at the time, they are given in good faith, but actual results may differ.

We do not exclude or limit any obligation we may have under the Australian Consumer Law in relation to representations about future matters, but, subject to those laws, you acknowledge that you must assess the suitability of our products and services for your own purposes and exercise your own independent professional judgment.

6. INTELLECTUAL PROPERTY AND PERMITTED USE

We own, or are licensed to use, all intellectual property rights in the Website and in the material published on it, including text, graphics, logos, icons, images, audio-visual content, page layouts, underlying code and any trademarks displayed (together, the **Website Content**).

The Website Content is protected by copyright, trademark and other intellectual property laws. All rights are reserved.

You may access and view the Website Content on your device and may print or download reasonable extracts solely for your own personal, non-commercial use or for internal business evaluation of Virtuosa AI, provided that you:

- do not remove or alter any copyright, trademark or proprietary notices; and
- do not modify, adapt or create derivative works from the Website Content.

You must not, without our prior written consent or as otherwise permitted by law:

- reproduce, distribute, publish, communicate to the public, sell or exploit any Website Content or any part of it for commercial purposes;
- use any trademarks displayed on the Website without our express written permission or that of the relevant owner; or
- use any automated tools (such as robots, spiders, crawlers or scrapers) to access or copy the Website or Website Content, except as permitted in writing or through documented APIs.

We do not represent or warrant that your use of the Website Content will not infringe the rights of any third party.

7. ACCEPTABLE USE OF THE WEBSITE

You may only use the Website for lawful purposes and in accordance with these terms of use.

You must not (and must not attempt to):

- introduce to the Website any virus, malware, trojan horse, ransomware, spyware or other harmful code or material;
- gain, or attempt to gain, unauthorised access to any part of the Website, the server on which it is hosted, or any system, network or data connected to the Website;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive, discover or reveal the source code, underlying algorithms, models, data structures or architecture of the Website or any related systems;
- discover, infer, extract or otherwise determine the underlying algorithms, models, data structures, source code, architecture or design of the Website or any related systems, including by monitoring or analysing system performance, functionality, responses or traffic patterns;
- interfere with, disrupt or burden the operation or security of the Website, including by denial-of-service attack or similar;
- test or scan the vulnerability of the Website or any related system or network, except with our prior written consent;
- remove, obscure or alter any copyright, trademark or other proprietary notices on the Website;
- mirror, frame, reproduce or deep-link to the Website or Website Content on any other site, except with our prior written consent;
- use the Website to send spam, unsolicited advertising or promotional material, or to harvest or collect information about others without lawful basis;
- upload, post or transmit to or via the Website any content that is defamatory, obscene, offensive, discriminatory, unlawful, infringes any person's rights, or is otherwise inappropriate; or
- use the Website in any way that breaches any applicable law or regulation, or that may expose us or any third party to legal liability or reputational damage.

We may, without notice, suspend or block your access to the Website if we reasonably believe you have breached these terms of use or your use poses a security, legal or operational risk to Virtuosa.

8. THIRD-PARTY LINKS AND RESOURCES

The Website may contain links to third-party websites or resources that are not under our control. These links are provided for your convenience only.

We do not endorse, approve or make any representation or warranty about any third-party websites, resources, products or services, or any information contained in them, and we are not responsible for them. Your use of any third-party website or resource is at your own risk and is subject to the terms and policies of the relevant third party.

9. PRIVACY

Any personal information we collect through the Website will be handled in accordance with our Privacy Policy, as made available on the Website from time to time. By using the Website, you acknowledge that you have read and understood our Privacy Policy.

10. DISCLAIMER AND LIMITATION OF LIABILITY

You use the Website and the Website Content at your own risk.

To the maximum extent permitted by law and subject to section 11 below:

- the Website and Website Content are provided “as is” and “as available”;
- we exclude all warranties, guarantees, conditions and representations (express or implied) relating to the Website, the Website Content and your use of them, including as to accuracy, completeness, timeliness, reliability, availability, security, performance or fitness for a particular purpose; and
- we are not responsible for, and will not be liable to you or any other person for, any loss, damage, cost or expense of any kind arising out of or in connection with:
 - your access to or use of, or inability to access or use, the Website;
 - any Website Content;
 - any interception, modification or misuse of communications or data transmitted to or from the Website; or
 - any linked third-party website or resource.

Without limiting the above, and to the extent permitted by law, we will not be liable for any indirect, special, incidental, consequential or punitive loss or damage, or for any loss of profits, revenue, business, opportunities, goodwill or data, arising in connection

with the Website or these terms of use, whether in contract, tort (including negligence), statute or otherwise, even if foreseeable.

11. AUSTRALIAN CONSUMER LAW

Nothing in these terms of use excludes, restricts or modifies any consumer guarantees, rights or remedies that you may have under the **Australian Consumer Law** (as set out in Schedule 2 to *the Competition and Consumer Act 2010* (Cth)) or any other law that cannot lawfully be excluded, restricted or modified.

If the Australian Consumer Law or any other law implies a condition, warranty or guarantee into these terms of use which cannot be excluded, then, to the fullest extent permitted by law, our liability for breach of that condition, warranty or guarantee will (at our option) be limited to:

- in the case of services, supplying the services again or paying the cost of having the services supplied again; or
- in the case of goods, repairing or replacing the goods, supplying equivalent goods, or paying the cost of repairing or replacing the goods or acquiring equivalent goods.

12. INDEMNITY

To the extent permitted by law, you indemnify us and hold us harmless from and against any loss, damage, cost, expense or liability (including legal costs on a full indemnity basis) we suffer or incur arising out of or in connection with:

- your breach of these terms of use;
- your misuse of the Website or Website Content; or
- any claim by a third party arising from your use of the Website or Website Content,
except to the extent caused by our fraud, negligence or wilful misconduct.

13. GOVERNING LAW AND JURISDICTION

These terms of use, and any dispute or claim arising out of or in connection with them or their subject matter, are governed by the laws in force in New South Wales, Australia.

You and we submit to the non-exclusive jurisdiction of the courts of the state of New South Wales, Australia and of the Commonwealth of Australia, and waive any right to object to proceedings being brought in those courts.

14. SECURITY

You acknowledge that no method of transmission over the internet or method of electronic storage is completely secure and that we cannot guarantee the absolute security of the Website or any information transmitted to or from it. To the maximum extent permitted by law, we do not warrant that the Website, or any content, files or functionality available on or through it, will be free from security breaches, vulnerabilities, viruses or other harmful components and you use the Website at your own risk.

15. PROFESSIONAL AND LEGAL COMPLIANCE

You are solely responsible for ensuring that your access to and use of the Website, comply with all laws and professional obligations that apply to you, including:

- applicable professional and ethical standards and codes of conduct;
- privacy and data protection laws;
- obligations relating to the handling of health or other sensitive information; and
- any applicable court orders, tribunal directions, regulatory rules or guidance.

We do not provide, and the Website does not constitute, legal, regulatory, clinical or professional advice, and you must exercise your own independent judgment when using the Website and any related products.

16. GENERAL

If any provision of these terms of use is held to be invalid, illegal or unenforceable, that provision will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision will be deemed deleted, but that will not affect the validity and enforceability of the remaining provisions.

Our failure or delay in exercising any right, power or remedy under these terms of use will not operate as a waiver of that right, power or remedy.

You may not assign or transfer your rights or obligations under these terms of use without our prior written consent. We may assign or transfer our rights or obligations under these terms of use at any time.