

## TRUSTY TERMS OF SERVICE

Thank you for your interest in Trusty.

The following terms and conditions apply to all users who either register for Trusty services or download Trusty software.

### You Must Agree to these Terms of Service to Use Trusty

By using or registering for Trusty, you agree to these terms and conditions ("Terms of Service"). Each time you use Trusty, you reaffirm your acceptance of the then-current Terms of Service. If you do not wish to be bound by these Terms of Service, you may discontinue using Trusty.

### Trusty

For purposes of these Terms of Service, the term "Trusty" shall mean the IVF witnessing software (whether preinstalled, on a medium or offered by download through the OptimalIVF.com.au website) and all other software, features, tools, and services provided by Optimal IVF Pty Ltd and its subsidiaries and affiliates (collectively "Optimal IVF Pty Ltd") from time to time to enhance or upgrade the software.

### Additional Terms and Conditions for other Services or Products

You agree and understand that certain premium Trusty features and services offered by Optimal IVF Pty Ltd may be subject to additional terms and conditions or registration requirements. You agree to abide by these additional terms and you further agree that a violation of those terms shall constitute a breach of these Terms of Service.

### Modifications to the Terms of Service

Optimal IVF Pty Ltd may change the Terms of Service at any time and in its sole discretion. The modified Terms of Service will be effective immediately upon posting and you agree to the new posted Terms of Service by continuing your use of Trusty. Optimal IVF Pty Ltd will provide at least 10-days' notice before any material changes take effect. If you do not agree with the modified Terms of Service, your only remedy is to discontinue using Trusty and cancel your registration.

### Requirements for Use of Trusty

You will need a user ID issued by Optimal IVF Pty Ltd ("User ID"). If you do not have a User ID, you can register for one at OptimalIVF.com.au. You represent and warrant that you have adequate legal capacity to enter into binding agreements such as these Terms of Service.

### Your Responsibility

You are responsible for all activity made by you or anyone you allow to use your User ID, including your family or friends. You agree to keep confidential the passwords associated with your account. You agree to indemnify and hold harmless Optimal IVF Pty Ltd for losses incurred by Optimal IVF Pty Ltd or another party due to someone else using your account or password as a result of your failure to use reasonable care to keep your account information confidential or as a result of your failure to use reasonable care while using Trusty. You are responsible for any data you post or make available on or through Trusty.

### You May Use Trusty for Lawful Purposes Only

You may use Trusty for lawful purposes only. You may not transmit through Trusty any material that (1) violates or infringes in any way upon the rights of others, (2) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, (3) encourages conduct that would constitute a criminal offense, (4) gives rise to civil liability, (5) violates any policies posted in any community areas or (6) otherwise violates any law. You also may not undertake any conduct that, in Optimal IVF Pty Ltd's judgment, restricts or inhibits any other user from using or enjoying Trusty.

### Content You May Use

Optimal IVF Pty Ltd and Trusty users who lawfully post content such as information, software, games, communications, photos, video, graphics, music, sound and other materials ("Content") on Trusty own the property rights to that Content. The Content is protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by Optimal IVF Pty Ltd. You agree that you will not take any action to interfere with Optimal IVF Pty Ltd's ownership of or rights in the Content and you will not attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of the Content.

You or the owner of the Content retain ownership of all right, title and interest in Content that you post to Trusty. However, by submitting or posting Content to public areas of Trusty (for example, posting a message on a message board), you grant Optimal IVF Pty Ltd, its parent, affiliates, subsidiaries, assigns, agents and licensees

the irrevocable, perpetual, worldwide right to reproduce, display, perform, distribute, adapt and promote this Content in any medium. Once you submit or post Content to any public areas, Optimal IVF Pty Ltd does not need to give you any further right to inspect or approve uses of such Content or to compensate you for any such uses. Optimal IVF Pty Ltd owns all right, title and interest in any compilation, collective work or other derivative work created by Optimal IVF Pty Ltd using or incorporating Content posted to public areas of Trusty.

#### Optimal IVF Pty Ltd's Right to Remove Content

Optimal IVF Pty Ltd is not liable for Content that is provided by others. Optimal IVF Pty Ltd reserves the right to remove Content that, in its sole judgment, does not meet its standards or does not comply with these Terms of Service, but Optimal IVF Pty Ltd is not responsible for any failure or delay in removing such material.

#### Changes to the Service

Optimal IVF Pty Ltd has the right at any time to change, modify, add to or discontinue or retire any aspect or feature of Trusty including, but not limited to, the software, community areas, Content, hours of availability, equipment needed for access or use, the maximum disk space that will be allotted on Optimal IVF Pty Ltd servers on your behalf either cumulatively or for any particular service or the availability of Trusty on any particular device or communications service. Optimal IVF Pty Ltd has no obligation to provide you with notice of any such changes.

#### Optimal IVF Pty Ltd License to You

Optimal IVF Pty Ltd grants you a personal, non-exclusive, non-transferable limited license to install Trusty in object code form only on any computer or device from which you wish to access Trusty and to use Trusty for the sole and exclusive purposes of connecting to and using Trusty in accordance with these Terms of Service. You may not sub-license, or charge others to use or access Trusty without first obtaining written permission from Optimal IVF Pty Ltd. Optimal IVF Pty Ltd occasionally will provide automatic upgrades to improve your experience, although these upgrades may not be consistent across all platform and devices. You agree to accept and to take no action to interfere with such automatic upgrades, scanning, and related services.

You may not sell, assign, grant a security interest in or otherwise transfer any right in Trusty or incorporate it (or any portion of it) into another product. You may not copy the Trusty software. You may not translate, reverse-engineer or reverse-compile or decompile, disassemble, make derivative works from, or otherwise attempt to discover any source code in the Trusty software. You may not modify the Trusty software or use it in any way not expressly authorized by these Terms of Service. You may not authorize or assist any third party to do any of the things described in this paragraph. You understand that Optimal IVF Pty Ltd's introduction of various technologies may not be consistent across all platforms and that the performance and features offered by Optimal IVF Pty Ltd may vary depending on your computer and other equipment.

#### Restrictions on Access to or Use of Trusty

You may access Trusty only through the interfaces and protocols provided or authorized by Optimal IVF Pty Ltd. You agree that you will not access Trusty through unauthorized means, such as unlicensed software clients, and that you will only use Trusty in conjunction with Optimal IVF Pty Ltd authorized products and components.

#### No Support by Optimal IVF Pty Ltd

You understand that your use of Trusty is at your own risk and that Optimal IVF Pty Ltd provides no assistance other than the information posted at [www.optimalivf.com.au](http://www.optimalivf.com.au). Optimal IVF Pty Ltd is under no obligation to provide you with any error corrections, updates, upgrades, bug fixes and/or enhancements of the Trusty software.

#### Third-Party Services

Third parties may offer from time to time applications or services to access Trusty. Your use of such third-party applications will be at your own risk and subject to the terms and conditions of those third-parties. Optimal IVF Pty Ltd does not represent and warrant that access and use of Trusty through these third-party applications will be compatible, uninterrupted, error free, without defects or that you will be able to access Trusty at all times and locations of your choosing. You also agree that Optimal IVF Pty Ltd is under no obligation to provide you with any error corrections, updates, upgrade, fixes and/or enhancements to make Trusty accessible through these third-party applications.

#### Disclaimer of Warranty; Limitation of Liability

DISCLAIMER OF WARRANTIES. YOUR USE OF TRUSTY IS AT YOUR SOLE RISK. TRUSTY IS PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. SPECIFICALLY, Optimal IVF Pty Ltd DISCLAIMS IMPLIED WARRANTIES THAT TRUSTY IS MERCHANTABLE, OF SATISFACTORY

QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. Optimal IVF Pty Ltd DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TRUSTY WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF TRUSTY WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN TRUSTY WILL BE CORRECTED. Optimal IVF Pty Ltd DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF TRUSTY OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. Optimal IVF Pty Ltd DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO ACCESS OR USE TRUSTY AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT Optimal IVF Pty Ltd WILL HAVE ADEQUATE CAPACITY FOR TRUSTY AS A WHOLE.

LIMITATION OF LIABILITY. Optimal IVF Pty Ltd's ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH Optimal IVF Pty Ltd (INCLUDING WITHOUT LIMITATION YOUR USE OF TRUSTY) IS TO DISCONTINUE YOUR USE OF TRUSTY. Optimal IVF Pty Ltd SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE ARISING FROM YOUR USE OF TRUSTY OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR REGISTRATION FOR OR USE OF TRUSTY. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF Optimal IVF Pty Ltd HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, Optimal IVF Pty Ltd's LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. Optimal IVF Pty Ltd DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH TRUSTY AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### Indemnification

You agree to defend, indemnify and hold harmless Optimal IVF Pty Ltd and its directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of Trusty. Optimal IVF Pty Ltd reserves the right, at its own expense and in its sole discretion, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. In that event, and only in such event, shall you have no further obligation to provide indemnification for Optimal IVF Pty Ltd in that matter.

#### Termination

Optimal IVF Pty Ltd has the right to terminate your User ID and/or your access to Trusty for any reason, including, without limitation, if it, in its sole discretion, considers your use to be unacceptable, or in the event of any breach by you of the Terms of Service (either directly or through breach of any other terms and conditions or operating rules applicable to you). Optimal IVF Pty Ltd may, but shall be under no obligation to, provide you a warning prior to termination of your use of Trusty.

#### Trademarks

Optimal IVF Pty Ltd owns all rights in and to the Trusty trademark.

#### Electronic Delivery Policy

Optimal IVF Pty Ltd, as an online business, transacts with its users electronically. WHEN YOU SIGN UP FOR TRUSTY, YOU CONSENT TO RECEIVE ELECTRONICALLY FROM Optimal IVF Pty Ltd ANY PRIVACY OR OTHER NOTICES, AGREEMENTS, DISCLOSURES, REPORTS, DOCUMENTS, COMMUNICATIONS, OR OTHER RECORDS (COLLECTIVELY, "NOTICES"). You agree that Optimal IVF Pty Ltd generally can send you electronic Notices in either or both of the following ways: (1) to the e-mail address that you provided to Optimal IVF Pty Ltd during registration or (2) Optimal IVF Pty Ltd may post Notices on the Optimal IVF Pty Ltd web site, [www.optimalivf.com.au](http://www.optimalivf.com.au). The delivery of any Notice from Optimal IVF Pty Ltd is effective when sent by Optimal IVF Pty Ltd, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. Your only method of withdrawing consent to receive Notices electronically is to terminate any subscriptions, services or other products provided under these Terms of Service.

#### Miscellaneous

A. The provisions of these Terms of Service addressing disclaimers of representations and warranties, limitation of liability, indemnity obligations, intellectual property, and governing law shall survive the termination of these Terms of Service and your registration with Optimal IVF Pty Ltd.

B. These Terms of Service and any operating rules for any areas of functionality of Trusty established by Optimal IVF Pty Ltd constitute the entire agreement between Optimal IVF Pty Ltd and you regarding the subject matter of these Terms of Service, and supersede all previous written or oral agreements. The Terms of Service shall be governed by and construed in accordance with the laws of Victoria, Australia without regard to its conflict of laws

rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under the Terms of Service and or your use of Trusty resides in the courts located in Victoria, Australia and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be