

Application Terms and Conditions

Qr8 Application Agreement

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY.

A. TERMS AND CONDITIONS FOR THE ACTIVATION OF THE ACCOUNT AND FOR THE USE OF THE WWW.QR8LIST.COM WEBSITE, QR8 SUBSIDIARY SITES AND THE QR8 MOBILE APPLICATION.

The following terms and conditions ("Agreement"), and any amendments are a legal agreement between you ("your"/"user") and Dr Michele Squire ABN 14765607304 trading as Qr8 ("Qr8") for the creation of your account related to your access/activation and use of Qr8 Web Service ("Service") provided through a web site ("www.qr8list.com" and Qr8 subsidiary sites/"Sites") or a mobile application ("App"/"Qr8 App") (collectively the "Application"). By your use of the Application, you are taken to have read and agreed to this Agreement. If you do not agree with this Agreement, you must not use the Application. This Agreement will apply every time you use the Application. The Application is not intended for use by persons under the age of 18 without parent/guardian consent. In the event that any Qr8 subsidiary site contains Terms and Conditions for the use of that site that is inconsistent or conflict with these Terms and Conditions, those Terms and Conditions will prevail and govern to the text of the inconsistency or conflict in connection with the use of that site.

Application Description

The Application and all intellectual property rights therein is the sole property of Qr8. Qr8 grants you a personal, revocable, non-exclusive, non-transferrable, non-sub-licensable, non-commercial, limited license to install and use the Application, either on your device or access, subscribe and use the Service on the web. You agree that your use of the Application and access to all material and content forming part of or related to the Application, shall be at your sole risk.

Term and Termination

This Agreement and your license to use the Application commence upon the earlier of: your acceptance of this Agreement by selecting the "I have read and agree to the Terms and Conditions and Privacy Policy" box upon account registration or using the Application, as applicable. This agreement will continue until you fail to be in compliance with the terms and conditions of this Agreement or this Agreement is terminated. Qr8 may, in its sole discretion immediately terminate this Agreement at any time and for any reason. In addition, your rights under this Agreement will automatically terminate without notice from Qr8 if you fail to comply with any terms of this Agreement. Upon termination of this Agreement, you will stop using the Application. Qr8 will not be liable to you or any third party if Qr8 terminates this Agreement. You may terminate this Agreement and your service account at any time by Qr8.

Fees

The Application is provided free of charge. However, you may incur third party data costs associated with an Internet connection when you install or use the Application including Application updates and activities.

Use of the Application

In order to use the Application, you must be a resident of Australia. The information stored in your service account is not intended to be and should not be used for diagnosis or treatment other than for the Services as described herein. The accuracy and completeness of some of the data within your service account is solely within your control, therefore it may not always be accurate or up-to-date and it will be viewed by Qr8 as information to provide the Services and for no other purpose. You can only use the Application for your own individual use and in compliance with law. The performance of the Application may depend on the speed of the Internet connection, the device specifications and memory storage, and other technical conditions which may be outside of Qr8's control. You consent to receiving communications from time to time related to the Application, including updates, modifications or enhancements to the Application or any other service announcements, directly through the Application through push notifications, or via SMS or email. You consent to Qr8 electronically updating, modifying or enhancing the Application, and agree that this Agreement will apply to all such updates, modifications or enhancements, unless accompanied by a separate or updated agreement. From time to time and without prior notice to you, Qr8 may change, expand or improve the Application. Any change, expansion, improvement or withdrawal of the Application will be done in Qr8's sole and absolute discretion and without an ongoing obligation or liability to you. Your use of the Application does not entitle you to the continued use or availability of the Application. You are under no obligation to use or continue to use the Application, and may temporarily or permanently cease to use the Application without notice to Qr8. Qr8 reserves the right, at its discretion, to change, modify, add or remove portions of these terms and conditions at any time. Please check this Agreement periodically for changes or revisions to this agreement. Your continued use of the Application following the posting of changes to these terms and conditions will mean you accept those changes.

Restrictions on Use of Materials

In using the Application you will not:

- (a) use the Application to perform any activity that violates any applicable laws and/or use the Application to transmit or send any unlawful, threatening, defamatory, obscene, scandalous, pornographic, inflammatory, or profane material;
- (b) engage in any activity that could compromise the security of or disrupt or interfere with the Application or any network;
- (c) perform any activity that would harm or disrupt another user's computer or would allow others to illegally access software or bypass security on Web sites, or servers, including but not limited to spamming; or
- (d) disassemble, decompile, or reverse engineer any software included and/or use in the Application, except and only to the extent that the law expressly permits this activity.

Qr8 owns and operates the Application, the Qr8 logo, and our taglines are copyrights of Qr8. Other registered trade-marks, trade-marks, related words, domain names and logos which are the property of Qr8 may appear from time to time on the Application. All other trademarks, product names and company names or logos cited herein which are not the property of Qr8 are the property of their respective owners. Qr8's trademarks may not be used without Qr8's express, written authorization and, without limiting the generality of the foregoing, Qr8's trademarks may not be used in connection with any products or services which are not Qr8's or authorized by Qr8, or in any manner that is likely to cause confusion among customers or potential customers of Qr8, or in any manner that disparages or discredits Qr8. All material contained on the Application including the content, site design, text, graphics, and the selection and arrangement thereof are the copyright of Qr8 (unless otherwise expressly stated). No material from the Application or any website owned, operated, licensed, or controlled by Qr8 may be copied, reproduced, republished, framed, uploaded, posted, transmitted, or distributed in any way, without the express prior written consent of Qr8. You may not display or provide for display pages from this Application in a frame. You may not reproduce, copy, duplicate, sell, or resell any part of the Application or access to the Application. Failure to obtain such approval in advance is a violation of this agreement and an infringement of Qr8's copyright and other proprietary rights, and is expressly prohibited. Modification of the materials or use of the materials for any other purpose than those described above is a violation of Qr8's copyright and other proprietary rights, and is also strictly prohibited.

You Are Responsible For Your Service Account

You are solely responsible for all activities that take place with your sign-in credentials (user-name and password) and you are responsible to ensure that you and only you use your service account. You are responsible for maintaining the confidentiality of your credentials and are similarly responsible for all uses of your service account with such credentials whether or not such uses are actually authorized by you. You must immediately notify Qr8 if the security of your service account has been compromised. Qr8 is not required to confirm the identity or the access right of the user if such user uses your credentials. Non-personal and commercial service accounts are prohibited on the Service in the absence of additional signed agreements with Qr8 that explicitly allow such account use.

Privacy

You consent to Qr8 collecting, using and storing the User Information for:

- (a) creating and managing your Application user profile and facilitating any other Application functionality;
- (b) to evaluate and improve the Application;
- (c) to market and promote Qr8 products and services or products and services from third parties;
- (d) notifying you about changes to the Application and updates to this Agreement; and
- (e) for the additional purposes identified in the Qr8 Privacy Policy.

This notice will serve as your sole notice that installing and using the Application will result in the collection, use and storage of User Information by Qr8, and you may not receive any subsequent reminders or further notice. Please refer to the Qr8 Privacy Policy for details about refusing or

withdrawing your consent. "User Information" means all user profile information, which may include your first name, last name, email address, date of birth, username and password, phone number and other information entered by you into the Application either manually or via a third party source. Read more about Qr8's Privacy Policy available at [Privacy Policy URL]

Warranty and General Disclaimer

A variety of information, text, graphics, videos and other materials ("Content") is provided by third-party suppliers and available through the Application. Qr8 cannot guarantee, and is not responsible for the accuracy, completeness, or timeliness of any Content. Qr8 assumes no responsibility or liability for any errors or omissions on the Application. The Content available is provided with the understanding that neither the Qr8 Application nor its suppliers are engaged in rendering medical, counseling, legal or other professional services or advice. Such Content is intended solely as a general educational aid and in summary form intended to provide general consumer understanding and knowledge of health care topics and Qr8 is not responsible and shall not be liable to you or anyone else for any action or decision taken in reliance upon the information contained in the Application. Except as expressly set forth in this Agreement and to the fullest extent permitted by the law that applies to your jurisdiction, Qr8 provides the Service, the Application, its Contents, and the information or materials herein on an "as-is", "where is", and "as available" basis with no additional representations, conditions or warranties, either expressed or implied of any kind, including without limitation those of merchantability, merchantable quality, durability, quality, fitness for a particular purpose, workmanlike effort and non-infringement. We do not guarantee timely, error-free or uninterrupted Service or the accuracy or timeliness of information available from the Service. The Service may fail or be interrupted or temporarily suspended for reasons including, but not limited to, environmental conditions, technical limitations, defects or failures, limitations of the systems of telecommunications companies, emergency or public safety requirements, or causes beyond Qr8's reasonable control. The Service does not provide medical or any other health care advice, diagnosis or treatment other than the Services and is not intended to substitute the knowledge, expertise, skill and judgment of healthcare professionals. Always seek the advice of your physician, pharmacist, or other qualified health provider with any questions you may have regarding a medical condition, diet, fitness or wellness program. Never disregard professional medical advice or delay in seeking it because of information you accessed on or through the Application. Never disregard professional medical advice or delay in seeking it because of information you accessed on or through the Service. You should not use the information contained on this site for diagnosing, treating, curing or preventing a health problem or prescribing a medication. Solutions that connect with the Service are not endorsed or warranted by us. We do not operate, control or supply any information, product, or service that is not clearly identified as supplied by Qr8

Liability Limitation

Your use of this Application and material from the Application is at your own risk. To the fullest extent permitted by law, in no event will Qr8 and its affiliates, and their officers, directors, shareholders, employees, agents, subcontractors, or other representatives be liable for any damages, claims, expenses or other costs (including, without limitation, incidental, special, direct, indirect, exemplary, consequential, compensatory or punitive damages, damages for loss of profits, revenue, opportunity, or income, loss of data, photos or programs, business interruption, legal fees), arising out of or related to your use or inability to use the Service or the Application or the Site or

any information contained on it, or any hyperlinked website, however caused. You agree that your exclusive and sole remedy is to stop using the site.

You agree to indemnify, defend and hold Qr8, its affiliates and customers, and their respective directors, officers, shareholders, employees, agents, licensors, representatives, successors, and suppliers harmless from and against any and all claims, suits, actions, proceedings, damages, costs, liabilities, losses, fines, penalties, and expenses (including but without limitation reasonable legal fees resulting from any violation of these terms and conditions or any activity) (collectively, "Losses") related to your use of the Application and/or resulting from:

- i. allegations that User Information or their use infringe or misappropriate any intellectual property rights of a third party;
- ii. allegations that the User Information or your use of the Application contain defamatory, libellous, slanderous, obscene or pornographic materials, or violate a third party's rights of privacy or publicity;
- iii. allegations arising from a claim by you relating to the use of the Application;
- iv. any claim made by a third party with respect to, arising from, or alleged to result from, arise out of, or in connection with any breach of any representation, warranty or covenant or obligation set forth in this Agreement by you; or
- v. your acts or omissions that are negligent, grossly negligent, reckless, or wilful.

Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.

This limitation of liability applies to the fullest extent permitted by law and shall survive any termination or expiration of this Agreement or your use of the Application or the services found on this Application.

Cookies

The Application uses cookies to monitor browsing preferences. By using our Application or by agreeing to these terms and conditions, you consent to Qr8's use of cookies in accordance with the terms of our Privacy Policy

Linked Sites

The Application may contain links to other websites that are not under the control of Qr8. Qr8 may not have reviewed any of the sites that may be linked to this site and is not responsible for and makes no representations or warranties concerning the material or content of any linked site, any information collection, use or disclosure practices through a linked site or any link contained in a linked site (collectively the "Linked Sites"). It is your responsibility to verify any material or content contained within the Linked Sites before relying on it. Also, the material or content contained in the Linked Sites may be changed or updated at any time without notice. Qr8 provides links to you only as a convenience and the inclusion of any links do not imply endorsement, investigation or verification by Qr8 of the Linked Sites. Your use of Linked Sites is at your own risk and may be subject to the terms and conditions contained in the Linked Sites, which you should locate and review. By

linking to a site or permitting a link to a site, Qr8 does not endorse the operator of the site or the content of the linked site.

Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Qr8 as a result of this Agreement or use of the Application.

Services

Qr8 treatment protocols have been designed by an appropriately qualified group of medical doctors, scientists, dietitians and pharmacists "Providers" who have made evidence based clinical decisions designed to achieve health results while under the guidance provided by our Providers.

Qr8 reserves the right to make changes to any and all treatment protocols based on the most up-to-date and relevant evidence.

The decision to change treatment protocols will only be guided by the relevant professionals that hold the clinical and legal authority to make such changes.

Qr8 does not make or sell pharmaceutical products. We may provide a medical consultation and a medical prescription for pharmaceutical items. All pharmaceuticals are dispensed by a Registered Pharmacist as prescribed by our medical practitioners after a consultation with each patient.

Pharmaceuticals, if prescribed, are dispensed with detailed instructions for use. It is your responsibility to read and understand these before using the medication, and to use the product in accordance with the written instructions, including any special instructions provided to you by your doctor.

Qr8 reserves the right to cease and withdraw treatment from you at any time. This decision will be made with the advice that you cease any prescribed treatment routines. Additionally, Qr8 may suspend access to your account at any time for breach of these Terms and Conditions.

Each individual responds differently to treatment and this must be taken into consideration when agreeing to a treatment protocol. At no time do the Provider promise any level of results and will, at all times, maintain full transparency about realistic clinical outcomes. If, after consultation, the Provider cannot safely or adequately provide treatment, the Provider will advise you of this promptly.

Qr8 does not offer refunds or exchanges for change of mind or unforeseen reaction or undisclosed conditions. It is your responsibility to discuss allergies and ingredients with the attending Provider and Qr8 staff prior to agreeing to treatment via payment.

The Providers reserve the right to make changes to treatment protocols if new pertinent health information is divulged. These changes must be made by you via the website, email, text, phone call or telehealth consultation, and must be advised promptly upon receipt of this information. It is your responsibility to ensure these protocols are being followed to the best of your ability and to advise the Providers as soon as practicable of new medical information (especially if you become pregnant).

It is your responsibility to inform your personal managing healthcare professionals of any treatment sought from Qr8. If requested, the Providers can make contact with general practitioners or other health providers and provide further information regarding treatment decisions.

The Provider's services are not designed for emergency purposes. In an emergency it is your responsibility to seek emergency medical attention from a GP, hospital or ambulance.

General

Except as expressly stated herein, this Agreement constitutes the entire agreement between you and Qr8 with respect to your use of the Application. If any provision of this Agreement is held to be invalid, illegal, unenforceable, or otherwise voidable, the remainder of this Agreement shall not be affected and each remaining provision shall be valid and enforceable. You may also be subject to other terms and conditions when you access other sites or other portions of the Application (if specified) or if you access or purchase third party content or software. The failure or delay in exercising any right or remedy under the terms and conditions or elsewhere shall not constitute a waiver of such right or remedy nor shall it affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach. The section titles in these terms and conditions are for convenience only and have no legal or contractual effect. The Application is controlled by Qr8 from its office within Queensland, Australia. By accessing this Application, you agree that all matters relating to access to, or use of, the Application, or any other hyperlinked website, shall be governed by and construed exclusively in accordance with the laws of Queensland and the laws of Australia applicable to the Queensland, without regard to the conflicts of laws principles thereof. You also agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of Queensland and acknowledge that you do so voluntarily. You are responsible for complying with your own local laws.

B. END-USER SERVICE AGREEMENT (EUSA) FOR THE USE OF THE Qr8 MOBILE APPLICATION SERVICE

The following terms and conditions ("Agreement"), and any amendments are a legal agreement between you ("End-User") and Dr Michele Squire ABN 14765607304 trading as Qr8 ("Qr8"). By your use of the Service, you are taken to have read and agreed to this Agreement. If you do not agree with this Agreement, you must not use the Service. The End-User acknowledges that the EUSA is concluded between Qr8 and the End-User only, and not with telecommunications provider, and Qr8 not telecommunications provider, is solely responsible for the Service. The Service is not intended for medical use, for medical case management, or for diagnosis, treatment or cure. End-User acknowledges that the Service does not provide medical or any other health care advice, diagnosis or treatment. The Service should not be considered a medical device or a replacement or substitute for the standard practices, professional judgment, skill and expertise of the health professional using them, but as a computer aid for the health professional. The absence of an alert (i.e., a technological alert by the Service) for a specific situation or a combination of specific situations should not be considered as an assurance that the specific situation or combinations of specific situations are without risk for any End-User. End-User must always seek the advice of your physician or other qualified health provider with any questions End-User may have regarding a medical condition, diet, fitness or wellness program. End-User must never disregard professional medical advice or delay in seeking it because of information End-User accessed on or through the Service.

End-User acknowledges and agrees that:

- (a) the Service may be inaccessible or inoperable for any reason, including, without limitation:
- (i) equipment malfunctions;
 - (ii) periodic maintenance procedures or repairs which Qr8 may undertake from time to time; or
 - (iii) causes beyond the control of Qr8 or which are not reasonably foreseeable by Qr8, including, without limitation, interruption or failure of telecommunication or digital transmission links, including delays or failures due to End-User's Internet service provider, hostile network attacks, network congestion or other failures.
- (b) it shall: (i) not, nor shall it permit or assist others, to use the Service for any purpose other than that for which they are intended and designed;
- (ii) not alter, tamper with or attempt to repair the Service; and
 - (iii) not be entitled to resell the Service.

In using the Service, End-User will not violate the terms and conditions set forth herein, which includes without limitation, that:

- a) End-User will not (or authorize or permit any other party to): use the Service to perform any activity that violates any Applicable Laws and/or, if applicable, use the Service to transmit or send any inappropriate, improper, excessive, threatening or obscene material or to otherwise harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity;
- b) engage in any activity that could compromise the security of or disrupt or interfere with the Service or any network or computers on the Internet or disrupt or interfere with the services of any third party;
- c) invade anyone's privacy by any means including but not limited to, by (i) misrepresenting the source of anything End-User may post, including impersonation of another individual or entity; (ii) attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their foreknowledge and willing consent;
- d) knowingly provide false or misleading information;
- e) circumvent, decrypt or bypass any technology that is used to protect the Service;
- f) perform any activity that would harm or disrupt another user's computer or would allow others to illegally access software or bypass security on Web sites, or servers, including but not limited to spamming; resell, rent or redistribute the Service; and
- g) disassemble, decompile, or reverse engineer any software included and/or use in the Service, except and only to the extent that the law expressly permits this activity.

End-User is solely responsible for all activities that take place with End-User sign-in credentials (user name and password) and End-User is responsible to ensure that End-User and only End-User uses his/her account. End-User is responsible for maintaining the confidentiality of End-User credentials and is similarly responsible for all uses of the Service with such credentials whether or not such uses

are actually authorized by End-User. End-User must immediately notify Qr8 if the security of his/her account has been compromised. Qr8 and its partners shall retain (i) all rights, title and interest in and to the Service (in object and source code forms) copies thereof and related materials.

SERVICE IS PROVIDED ON AN "AS IS" BASIS AND END USER'S USE OF THE SAME IS AT END-USER'S OWN RISK. QR8 MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. QR8 DOES NOT WARRANT THAT END-USER PORTAL WILL MEET THE REQUIREMENTS OF END USER OR THAT THEY WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.