

## APOaccess Portal Terms of Service

### OVERVIEW

1. This website (**APOaccess Portal**) is operated by Apotex Pty Ltd (ABN 52 096 916 148) and its parent Arrotex Pharmaceuticals Pty Ltd (ABN 30 605 552 234) (together **Arrotex**). Throughout the site, the terms “we”, “us” and “our” refer to Arrotex. Arrotex offers this website, including all information, tools and services available from this site (**Services**) to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.
2. You should read these Terms of Service carefully before accessing or using the APOaccess Portal. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of these Terms of Service, then you must not access the website or use any Services. If the availability to use the APOaccess Portal is considered an offer, acceptance of that offer is expressly subject to these Terms of Service.
3. Any new features or tools which are added to the APOaccess Portal will also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. We will use reasonable endeavours to bring your attention to any changes made from time to time by advising users of any changes on the APOaccess Portal home page for a reasonable period of time. Nonetheless, it is your responsibility to check the link to the Terms of Use periodically for changes (including where you have not accessed the APOaccess Portal for a while). Your use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### Offerings and 3<sup>rd</sup> Party Providers

4. This APOaccess Portal provides you the ability to purchase goods and services from certain third parties (**3<sup>rd</sup> Party Providers**) or from Arrotex or its affiliates (each an **Offering**). You acknowledge that the goods and/or services offered under each Offering will be governed by separate terms and conditions, which You should read prior to accessing the relevant goods and services. By accessing an Offering and/or purchasing goods and services under an Offering you agree to comply with the terms and conditions of that Offering.
5. The terms and conditions of each Offering will state whether the provider of goods or services under that Offering is Arrotex, an affiliate of Arrotex or a 3<sup>rd</sup> Party Provider. Where the terms and conditions of an Offering state that the goods and services are provided by a 3<sup>rd</sup> Party Provider, you acknowledge that 3<sup>rd</sup> Party Provider is the seller of those goods and/or services and Arrotex is not the seller of those goods and/or services, even where this APOaccess Portal is facilitating the payment of those goods and/or services.
6. The purchase of those goods and/or services through this APOaccess Portal by a 3<sup>rd</sup> Party Provider, will be governed by the terms and conditions of that 3<sup>rd</sup> Party Provider (**3<sup>rd</sup> Party T&Cs**) as referred to in the terms and conditions of the Offering and you are responsible for complying with the 3<sup>rd</sup> Party T&Cs.
7. You acknowledge that the 3<sup>rd</sup> Party Provider may amend its 3<sup>rd</sup> Party T&Cs and, and it is your responsibility to check the 3<sup>rd</sup> Party T&Cs each time you place an order.
8. Certain products, services or pricing may be available exclusively online through this website. These products or services may have limited quantities and may be subject to return or exchange policy specified in the 3<sup>rd</sup> Party T&Cs or, if provided by Arrotex or its affiliates, as set out in the terms and conditions of the Offering.

### Use of APOaccess Portal

9. You must only access and use the Portal for your own retail pharmacy business and not for on-supply on a wholesale basis or for personal use. For the avoidance of doubt, no goods or services may be exported for use outside Australia.

10. We reserve the right to refuse Service to anyone for any reasonable reason. We reserve the right to refuse any order you placed on any Offering within the APOaccess Portal for any reasonable reason (including where there is limited availability of a good or Arrotex has reasonable cause to believe you have breached these Terms of Service).
11. We may (including in consultation with any 3<sup>rd</sup> Party Provider), limit or cancel quantities ordered per person, per business or per order on any Offering for any reasonable reason (including where there is limited availability of a good). These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that there is a change to or cancellation an order, our 3<sup>rd</sup> Party provider will use reasonable endeavours to notify you by contacting the e-mail and/or billing address/phone number provided.
12. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Arrotex will use best endeavours to ensure credit card information is always encrypted during transfer over networks.
13. You agree to provide current, complete and accurate purchase and account information for your account in relation to all your orders. You agree to promptly update your account and other information, including your email address, so that we can complete your transactions and contact you as needed. Once your transaction has been processed your credit card details will not be retained.
14. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service through which the service is provided, without our express written permission.

#### **MODIFICATIONS TO THE SERVICE AND PRICES**

15. Except where it is contrary to law, prices for products and services displayed on the APOaccess Portal are subject to change without notice, and are set by the provider of that Offering, which may be a 3<sup>rd</sup> Party Provider or an affiliate of Arrotex. It is your responsibility to check the price for any goods or services before you purchase through the APOaccess Portal. Where you purchase a Product from a 3<sup>rd</sup> Party Provider, you agree it is your responsibility to check the 3<sup>rd</sup> Party T&Cs for any adjustment that may be made to the advertised price by that the 3<sup>rd</sup> Party Provider, including as a result of any distribution terms.
16. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
17. We are not liable to you or to any third-party for any advertised price change (whether by Arrotex, our affiliates or 3<sup>rd</sup> Party Provider), or any modification, suspension, or discontinuance of the Service.

#### **THIRD-PARTY LINKS**

18. Certain content, products and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us, including those of 3<sup>rd</sup> Party Providers. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
19. To the maximum extent permitted by law, we are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites, including those of 3<sup>rd</sup> Party Providers. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any

transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## PERSONAL INFORMATION

20. Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy please go to <https://arrotex.com.au/privacypolicy/> or access the link at the bottom of this APOaccess Portal.

## ERRORS, INACCURACIES AND OMISSIONS

21. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). Where the price or other information is corrected to your detriment due to an error after you have submitted your order, you should contact us or the relevant 3<sup>rd</sup> Party Provider if you wish to cancel that order.

## PROHIBITED USES

22. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate commonwealth or state legislation, regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## WARRANTY RIGHTS AND LIMITATION OF LIABILITY

23. Arrotex makes no warranty in relation to the Services provided in relation to this APOaccess Portal. Without derogating from the foregoing we do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free
24. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.
25. To the extent you are a consumer within the meaning of the Australian Consumer Law, You have the benefit of statutory guarantees provided for in Part II of the Australian Consumer Law (being Schedule 2 of the Competition and Consumer Act 2010) (**Statutory Guarantees**) for any loss or damage you suffer as a result of the Services provided and/or the products and services delivered by us through the Service (**Goods and/or Services**). Other than under the Statutory Guarantees, to the maximum extent permitted by law, we accept no responsibility to you for any loss or damage you suffer as result of or otherwise connected with the Goods and/or Services and, for that purpose, you waive any rights you have or may have against us in respect of any claim you may otherwise have had in connection with the Goods and/or Services and any condition, warranty or guarantee in connection with the Goods and/or Services implied by law is excluded from these Terms of Service.
26. Nothing in these Terms of Service excludes, restricts or modifies, or has the effect of excluding, restricting or modifying, the application of, or your exercise of the Statutory Guarantees or any liability

we have for failing to satisfy the Statutory Guarantees in connection with the Goods and/or Services, where to do so would have the effect of rendering the relevant provision in these Terms of Service void or otherwise unenforceable.

27. Subject to the foregoing, in no other case shall Arrotex, our affiliates, directors, officers, employees, , agents, contractors, interns, suppliers, service providers or licensors be liable for any any indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Goods and/or Services.

## TERMINATION

28. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
29. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## MISCELLANEOUS

30. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.
31. The failure by us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
32. These Terms of Service and any policies or operating rules posted by us on this site or in respect to your use of the APOaccess Portal (including, where relevant, the terms and conditions of any Offering) constitute the entire agreement and understanding between you and us and govern your use of the APOaccess Portal, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions).
33. All material and information on this website and its contents, any logos, trade marks, text, graphics and software (together, **Content**), are owned by or licensed to Arrotex, and you must not copy, reproduce, transmit by any means or otherwise use any such Content other than to place orders as contemplated by these Terms of Service.
34. The information included in the APOaccess Portal is Arrotex's confidential information, and you must not use or disclose that information, other than to place orders as contemplated by these Terms of Service.
35. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party solely on the basis that person drafted these Terms of Service. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.
36. In addition to these Terms of Service, Your use of the APOaccess is subject to the general [Terms of Use](#) of all Arrotex websites.
37. These Terms of Service are governed by and construed in accordance with the laws of Victoria, Australia.