

### 1 About this website

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This website is owned and operated by Artrya Limited ABN 53 624 005 741 ('Artrya' 'we,' 'us' and 'our') under the domain name artrya.com, and is referred to as the **website** throughout this document.

These **Terms of Use** set out the terms and conditions which govern your use of the website and its Content. By accessing or using the website you agree to be bound by these Terms of Use and our Privacy Policy at [www.artrya.com](http://www.artrya.com).

### 2 Links to other websites

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We may feature or display links, or may otherwise direct you to websites owned by third parties, such as medical journals and news articles. We are not responsible for any content that appears on these websites. We do not sponsor or endorse the operators or content of any linked websites.

If you link to any such websites, you do so at your own risk. Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any linked websites, materials or products or services.

### 3 Information available on the website

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The website provides general information only. Some parts of the website's Content is provided by third parties.

We do not warrant the reliability, accuracy, correctness or completeness of any of the Content. Users of the website must rely solely on their own assessments and verification of the Content.

### 4 Availability of the website

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As electronic services are subject to interruption or breakdown, access to the website is offered on an "as is" and "as available" basis.

We do not guarantee that access to the website will function as intended or be uninterrupted.

We do not represent or warrant that the Content on the website, or the facilities that make it available, will not cause damage or are free from any computer virus or any other defects or errors.

We may withdraw the website at any time and without notice to you. We may limit or restrict the use you make of the website.

All Content is provided without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that cannot be lawfully excluded, are excluded. All Content is subject to change without notice.

We may make changes to any Content, products, services offered on the website, or to the prices for those products or services, at any time, without notice. Content on the website relating to products and services may be out of date, and we make no commitment to update such Content.

## 5 Your use of the website

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### 5.1 No lifting of Content

You must not use any robot, spider, screen scraper, data aggregation tools, deep-link or other automatic or manual process to:

- (a) access, monitor, copy or extract any part of the website or any Content;
- (b) in any way reproduce or circumvent the navigational structure or presentation of the website or any Content; or
- (c) obtain or attempt to obtain any materials, documents, information or Content through any means not purposely made available through the website.

### 5.2 No hacking

You must not attempt to gain unauthorised access to any part of the website or any other systems or networks connected to the website, or to any Artrya server, or to any of the Content of the website, by hacking, password “mining” or any other illegitimate means.

You must not probe, scan or test the vulnerability of the website or any network connected to the website. You must not breach the security or authentication measures on the website or any network connected to the website.

### 5.3 No interference or overloading

You must not interfere or attempt to interfere with the proper working of the website or any transaction being conducted on the website, or with any other person’s use of the website.

You must not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the website or Artrya’s systems or networks, or any systems or networks connected to the website.

### 5.4 No unlawful use

You must not use the website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Artrya or any other person.

### 5.5 Termination and suspension

We reserve the right to terminate or suspend your access to the website at any time if you breach these Terms of Use.

## 6 Intellectual Property

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### 6.1 Content

All intellectual property rights in the Content is owned or licensed by us.

We grants you a limited, revocable, non-sublicensable licence to view the Content solely for your use in connection with using the website in accordance with these Terms of Use.

Except where necessary for viewing the Content on the website on your browser, or as permitted under the *Copyright Act 1968* (Cth) or other applicable laws or these Terms of Use, you must not reproduce, modify, translate, publish, upload to a third party, link to, frame, perform in public, distribute or transmit any of the Content in any form by any process without our specific prior written consent.

### 6.2 Proprietary marks

“Artrya”, “Salix” and all associated trademarks, are trademarks of Artrya Limited.

You must not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the website.

## 7 Liability and indemnity

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Subject to any responsibilities implied by law and which cannot be excluded, Artrya and its directors, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Content on the website, to any material on linked websites, or to your access or use of the website however caused, whether in contract, tort (including negligence), statute or otherwise.

You indemnify us in respect of any liability, loss, damage, cost or expense suffered or incurred arising from or in connection with your breach of these Terms of Use or your use of the website.

## 8 Changes to these Terms of Use

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These are the current Terms of Use. They replace any other terms of use previously published on the website.

We may at any time vary the Terms of Use by publishing the varied Terms of Use on the website. The new Terms of Use will apply to your use of the website after the date that we post the change on the website.

If you do not agree with the change, then you must alter or cease your use of the website accordingly.

## 9 Jurisdiction

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The law applicable to the website and to disputes arising from or in connection with the website is the law of the State of Western Australia and you irrevocably submit to the exclusive jurisdiction of the courts of Western Australia in respect of any such dispute.

## 10 Definitions

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The meanings of the terms used in these Terms of Use are set out below:

**Artrya, our, us or we** means Artrya Limited ABN 53 624 005 741.

**Content** means all information and data (including data files, written text, computer software, location data, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of the website.

**person** means any natural person, company, partnership, joint venture, association, corporation or other body corporate.

**Terms of Use** means this document as updated from time to time in accordance with section 8 of these Terms of Use.

**user** means a person who accesses or uses the website for any purpose.

**you or your** means the person who accepts these Terms of Use, either personally or on behalf of an association or other legal entity and includes, if acceptance is on behalf of an association or other legal entity, the association or other legal entities' officers, employees, members and agents.

## 11 Intended Use

This website is intended only for use by physicians and patients in Australia. This website contains product information that is directed at a broad target group and may contain product details or information that is otherwise not available or valid in countries other than Australia.

Unless otherwise noted, product labeling and related information is only for Australia or as otherwise expressly directed. Indications for use may vary from country to country.

Please note that we do not assume any responsibility for the access to such information that under certain circumstances does not comply with the respective valid statutory procedures, regulations, registrations, or customs in your country.

Any use of information by users outside of Australia is at your own risk.