

Online Terms & Conditions of Use for Subjects of Assessment in Corporate Organisations

1. Introduction

Welcome to TheScreeningLab!

The following Online Terms & Conditions of Use explain in simple words what our system does, what “subjects of assessments” (you) can expect from us, and what we expect from you.

If you agree to what you read below, you should click "Yes" at the end of these Online Terms & Conditions of Use to acknowledge your consent and agreement. This will be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking “Yes” will you be able to access and use the Services available on this TheScreeningLab.

2. T&Cs

2.1. What is TheScreeningLab (TSL)?

- TSL is a cloud-based service to digitise any paper-based assessment - physical, medical, functional, technical – that offers an array of solutions including:
 - o Automated result analysis specific to age and gender specific benchmarks, or customised norms
 - o Automated reporting and tracking of progress in graphical form
 - o Problem solving with automated progressive exercise programs generated for any identified weak area.
- Your organisation is using TSL software under license to assess levels of fitness, characteristics and skills in prospective and/or current employees and/or contractors
- TSL system uses assessments and questionnaires designed to prevent injuries and promote wellness in the workforce
- In order to maximise the injury prevention value, where possible assessments have been tailored to reflect your regular activities – both in the workplace and for sports and leisure activities outside the workplace, enabling more detailed analysis of areas of potentially higher risk of injury.

2.2. What advantages do you receive from the use of TSL?

- TSL intuitive reports help you and the health providers you decide to share these reports with, to identify objectively your areas of personal strength and potential weakness.
- Where possible TSL offers solutions for any areas of potential weakness, providing a safe and progressive personalised 6 week injury minimisation/rehabilitation exercise program
- The physical activity suggested in the injury minimisation and/or rehabilitation exercise program is intended to be performed under supervision and without pain provocation:



please discuss any exercise plan devised for you by TSL with your GP, physiotherapist or exercise physiologist to ensure it is implemented correctly.

- Regular screening represents the best way to track in the long term your levels of fitness ensuring that they remain at optimal levels for your age, gender and lifestyle.

2.3. What personal information does TSL collect and how is this information used?

- TSL uses your personal information in the algorithms that calculate age / gender specific benchmarks for the tests used for your assessments and to provide the related injury prevention and rehabilitation support programs your organisation has subscribed for.
- You, your organisation or external providers involved in the assessment processes will upload on TSL a variety of information about you, including:
 - o your **email address (*)** - used as your unique identifier to log-in and access with your secret password your results
 - o typically, your **name and surname** – although your organisation may choose to assign an anonymous alias instead
 - o your **gender (*)** - used to compare you with a male or female data-set; note you are free to specify your gender
 - o your **date of birth (*)** - used to compare you with the relevant age data-set
 - o your **dominant side** (left or right handed) **(*)** – collected for possible future statistical analysis of results
 - o your contact details - not mandatory - e.g. address, phone number
 - o cultural background and preferred sports - not mandatory – for possible future statistical segmentation of results
 - o the results of your physical tests and questionnaires

In addition to the information indicated above, your organisation may specifically require additional fields for internal management purposes, which may be either mandatory or optional (for example, your job title, your employee number, work location etc)

() = Mandatory field*

2.4. What access do you have to your personal information?

- This depends on your organization. Some organisations allow access to subjects only on a restricted basis and you will need to request assistance from within your organisation.
- Most organisations set up TSL to allow subjects unrestricted access the information stored about themselves and if this is your case you can log-in at the page <http://app.thescreeninglab.com/user/login> (email address and secret password required)
- Clicking on “My Profile” you can view and edit your personal details stored on the system
- Your dashboard gives you full access to all the results of your assessments
 - o the reports of assessments already completed



- the categorized tracking graph of the completed assessment results
- the list of pending assessment scheduled for you
- should you experience difficulties in accessing your information, you have the right to require access to your records by making a written request through the proper channels of your organisation

2.5. Who can access your personal information?

- TSL considers **sensitive and private** any aspect of the information collected regarding you, including the results of your screenings or questionnaires and the preventative exercise programs produced for you
- Your personal information is available:
 - **to you**
 - **to the managers of areas inside your organisation granted the relevant access** e.g. Human Resources, Occupational Health & Safety, Wellness
 - **the professionals involved with the execution of the different assessments and the evaluation of the results**
- Your personal information will not be disclosed outside your organisation unless written permission is given by you
- Third party service providers, such as IT and software service providers, providers of research services, our professional advisers such as security consultants and auditors, may have limited or full access to the system's database for scheduled maintenance and repairs, quality assurance testing, programmed audits purposes

2.6. TSL right to future statistical analysis

- TSL reserves the right to use all collected and de-identified data for future statistical analysis. All such data will be de-identified so that it will be impossible to re-connect them to any individual or organisation.

2.7. Intellectual Property of TSL

- You acknowledges and agree that the Licensed Software available through the use of <http://app.thescreeninglab.com> and any associated or derived website, web service, online application ("app"), its reports and any of the materials and information made available to you contain copyrighted material, trade secrets, and other proprietary information (IP) of TheScreeningLab Pty Ltd (ACN 162 439 956) trading as "TheScreeningLab" and this IP is protected by copyright laws, international copyright treaties
- You commit not to copy, reverse engineer, decompile, unlock, disassemble, or otherwise translate the object code versions of any of the components or elements of TSL system - including but not limited to combination of tests, normative values, algorithms, user interface, reports, injury prevention exercise programs - you have access to for the provision of the TSL services



2.8. Your Consent

- You do not have to use our services. However, if you do not provide personal information to TheScreeningLab that is designated as mandatory, we will be unable to provide you with that service
- **After having read the whole document, if you agree with these Online T&Cs and consent to the collection and use of your personal information as detailed herein, please click the "Yes" button below.**

<p style="text-align: center;">YES!</p> <p style="text-align: center;">To give consent in paper form please print your name followed by your signature</p> <p>Name: _____</p> <p>Signature: _____</p>

- If you do not agree, please click the "No" button to log off the TheScreeningLab.

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