

Online Terms & Conditions of Use for Professional Users

1. Introduction

Welcome to TheScreeningLab.com: the following Online Terms & Conditions of Use explain in simple words what our system does, what “users” or “screeners of assessments” (you) can expect from our system, 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 that you have agreed. 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 TheScreeningLab.

2. Definitions

- 2.1. “**http://app.thescreeninglab.com**” means the cloud-based application specially designed and owned by us which you may have access to (whether through a web browser or by installing a mobile application) in order to submit, access or utilise Information, in accordance with these Online Terms & Conditions of Use. <http://app.thescreeninglab.com> includes any alternative or secondary / alias URL the service may be made available in the future.
- 2.2. “**Information**” means all information submitted on app.thescreeninglab.com in accordance with this Agreement
- 2.3. “**TheScreeningLab System**” means all materials that appear on the <http://app.thescreeninglab.com> and <http://thescreeninglab.com> as may be updated from time to time, including but not limited to, all informational text, Service’s documentation, user manuals – printed and in video format -, guidebooks, policies, design and “look and feel”, layout, photographs, graphics, audio, video, messages, interactive and instant messaging design and functions, files, documents, images, and system items.
- 2.4. “**Organisation**” means any individual or entity that has purchased any number of licenses for the use of the app.thescreeninglab.com or that is trialing it free of charge pursuant to a signed Service Agreement with us. Organisations include but are not limited to private business, government department, corporation, sports organisation, gym and sports centre, physiotherapy clinic, personal trainer, school, university, professional or institution in the medical field and/or screening services provider.
- 2.5. “**Services**” means all services, collection of data, knowhow, modules and/or resources (including any updates, enhancements, new features and/or the addition of any new web



properties thereof) accessible by you via your subscription to <http://app.thescreeninglab.com>, including but not limited to:

- activity (job, sport, pathology, etc. specific screening profiles and questionnaires);
- the normative values applied in calculating the test scores;
- the variation of normative values linked to the testing conditions and / or parameters of the subject under scrutiny;
- the automatic creation of exercise programs;
- the concept and application of “selectivity factor” and “test weighting”;
- the algorithms used to calculate any kind of scores;
- the algorithms used to calculate “Talent Identification” or “Physical Proficiency Analysis”; and
- Information obtained by us from publicly available sources, published papers or third party content providers and made available to you through the <http://app.thescreeninglab.com>.

2.6. “Subject” means any subject to be screened e.g. athletes, students, club member, patient, employee, prospect employee, patients, etc.

- subjects may have been supplied a user identification and password (for Services utilising authentication) to access their details and result on <http://app.thescreeninglab.com>
- the parents or guardians of any individual subject below the age of 18 years may be supplied a user identification and password to access the results of the underage individual they are responsible for

2.7. “Professional User” means any individual who has been supplied a user identification and password (for Services utilizing authentication) to access the app.thescreeninglab.com as part of a professional service provision, paid or not, and use a Service including:

- any person authorized by the Organisation to have access to the <http://app.thescreeninglab.com>, its information and reports – (for example. the screener conducting the screening or assessment, or the person responsible for entering and editing data or reviewing reports)
- an external individual or entities providing screening and assessment services on behalf of the Organisation
- any person belonging to external organisations authorised by us to access the app.thescreeninglab.com

2.8. “We,” “Us” or “Our” means TheScreeningLab Pty Ltd (ACN 162 439 956) trading as “TheScreeningLab”.

3. What is TheScreeningLab System?

TheScreeningLab System is a professional tool developed by TheScreeningLab Pty Ltd (ACN 162 439 956) trading as “TheScreeningLab”, focused on standardising screening protocols and increasing the efficiency of screening procedures.



Core of TheScreeningLab (TSL) is an exclusive cloud-based professional tool that allows to digitize any kind of assessment and questionnaire.

TSL System includes a variety of supports including software tutorials, user videos and printed manuals, consulting help for designing personalised screening protocols.

Any components of the software and its supports must be considered integral part of TheScreeningLab System IP exclusively owned by TheScreeningLab Pty Ltd.

TSL helps assessing levels of fitness consolidating all subjects' results in a unique database including, but not limited to :

- Any kind of physical (musculoskeletal) screening
- Any kind of medical and diagnostic examinations (history, assessment, diagnostics, drug & alcohol, spirometry, vision, etc.)
- Questionnaires (psych, nutrition, pain, etc.)
- Self-assessments
- Technical skills
- Any kind of result streamed or transferred via any kind of communication and data-transfer device from sensor or “wearable device”

TSL is configured and customised to address specific assessment requirements for each organisation including :

- Test or questions to be used
- Specific combination of tests to be used in “Screening protocols” and specific combination of questions to be used in questionnaires that can be assembled and combined in organisation-specific libraries
- Choice of the normative data-sets to be used for each test for different age groups
- Algorithms configuration for automated result analysis and reporting
- Injury prevention / rehab exercise program or any other form or intervention

4. Use of TheScreeningLab System

Professional users can use TSL in two modalities and the characteristics and limitations for the use of TSL in the different modalities are indicated in the Service agreement between TSL and the organisation purchasing the license

- 4.1.** In-house assessment of subjects for internal use of the Organisation you belong to;
- 4.2.** Assessment service provision of subjects of third party Organisations that is different from your Organisation that has purchased the TSL license;
- 4.3.** Professional users operating in any of the 2 modalities have access to several system functions that include but are not limited to:
 - Manually creating on TSL subjects, screeners, responsables, groups and their details or importing them from any form of source (file) or transmission



- Manually entering on TSL data and results or importing them from any form of source (file) or transmission
- Scheduling or assigning assessment
- Executing, saving, editing any part or complete assessments, pending or completed
- Creating, adding, deleting, saving any data and / or modifying any pre-set value in any part of the system including printing PDF or reports
- Accessing, viewing, editing, adding, deleting any record your assigned username and password gives you permission upon.

5. Professional User's Access to TheScreeningLab System

Your access to the <http://app.thescreeninglab.com> and its associated Services:

- 5.1. are purchased as subscriptions; which will allow you to submit, have real time access to, and store particular user or subject information;
- 5.2. depends on the level of access provided under the Service Agreement between us and the Organisation that has authorized your use of the <http://app.thescreeninglab.com>;
- 5.3. you may change or discontinue your account at any time;
- 5.4. for security reason we reserve the right to:
 - modify, restrict, suspend or terminate access to the Service on the <http://app.thescreeninglab.com> at any time without notice
 - require you to change your login identification code or password
 - change without notice your login identification code or password, informing you as soon as practical to do so via your registered email address (username)
 - edit, archive, delete all program and data files associated with your account and/or other information you have on the <http://app.thescreeninglab.com>.

6. Responsibilities

6.1. Our responsibilities:

- 6.1.1. We will make the <http://app.thescreeninglab.com> available to You pursuant to these Online Terms & Conditions of Use and use commercially reasonable efforts to make the <http://app.thescreeninglab.com> available 24 hours a day, 7 days a week, except for:
 - planned downtime (of which we will use reasonable efforts to give you advance electronic notice via your registered email address, and
 - any unavailability caused by circumstances beyond our reasonable control;
- 6.1.2. We will maintain safeguards for protection of the security, confidentiality and integrity of the Information, such safeguards will include measures for preventing access, use, modification or disclosure of the Information by us except:



- to provide the Services and prevent or address service or technical problems,
- as compelled by applicable law, or
- with your consent.

6.2. You will be responsible for:

- 6.2.1. your Professional Users' compliance with these Online Terms & Conditions of Use;
- 6.2.2. the accuracy, quality and legality of the Information and the means by which you acquired the Information;
- 6.2.3. use commercially reasonable efforts to prevent unauthorized access to or use of Services and Online Portal, and notify us promptly of any such unauthorized access or use
- 6.2.4. use Services and <http://app.thescreeninglab.com> only in accordance with these Online Terms & Conditions of Use and applicable laws and government regulations.

7. Use of <http://app.thescreeninglab.com>

You agree to be bound by certain rules that are important for the proper use of this Service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the <http://app.thescreeninglab.com>, may result in termination of your Service.

- 7.1.** You must keep the unique log-in and password details issued to you confidential and you undertake to ensure each professional user keeps its unique log-in and password details confidential
- 7.2.** You must not share with others your password or let your account be used by anyone except yourself
- 7.3.** You must not use our <http://app.thescreeninglab.com> to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

8. IP of <http://app.thescreeninglab.com> and TSL System

- 8.1.** You accept that <http://app.thescreeninglab.com>, TSL System and any of the information you acquire through the use of the Services or the supports made available are exclusive property of TheScreeningLab Pty Ltd (ACN 162 439 956) trading as "TheScreeningLab".
- 8.2.** You understand that any component of the Services or the supports made available to you through the provision of software service are exclusive property of TheScreeningLab Pty Ltd (ACN 162 439 956) trading as "TheScreeningLab".
- 8.3.** You acknowledges and agree that the Licensed Software contains copyrighted material, trade secrets, and other proprietary information of TheScreeningLab Pty Ltd and its



licensors and is protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws.

8.4. You commit not to copy or reverse engineer any of the components or elements of TSL system you have access to for the provision of your professional services and You agree that you will not, nor permit any person or entity to:

8.4.1. (i) decompile, unlock, reverse-engineer, disassemble, or otherwise translate the object code versions of the Licensed Software to human-perceivable form except as permitted by applicable law which cannot be waived;

8.4.2. (ii) otherwise discover or replicate the source code from which such object code may be generated; or

8.4.3. (iii) except as expressly set forth herein, modify or make derivative works of the Licensed Software.

9. Privacy

9.1. You understand and agree that we will

9.1.1. use, process, and analyse information about how professional users, subjects and/or any other party use the Services to develop reports associated with the Services; and

9.1.2. keep information about your Organisation and professional users, subjects and/or any other party for so long as is appropriate to provide the Services hereunder or as required by applicable law. The types of information we collect, how we use the information and who we may share it with depends on which of our websites or applications you use. It also depends on which product or service you use.

9.2. You agree to ensure that the transmission of data to us by you, especially for creation of reports pursuant to the Service Agreement complies with all applicable laws and that you are entitled to such transmission.

9.3. You agree to use the reports you receive from us in accordance with the Service Agreement exclusively in compliance with all applicable laws.

9.4. Your communications on <http://app.thescreeninglab.com> are, in most cases, viewed only by you and anyone to whom has permission to view your professional user profile (such as report views etc). However, as <http://app.thescreeninglab.com> operators, we may need to review or monitor your activities (including communications, if applicable) on the Online Portal from time to time.



9.5. By accepting these Online Terms and Conditions of Use, you consent to us disclosing to third parties any information associated with your activities on the Online Portal.

10. Your Consent to the Online Terms & Conditions of Use of <http://app.thescreeninglab.com>

After having read the whole document, if you agree with these Online T&Cs and consent to all terms included in this document please click the "Yes" button below – signature required if consent is given not online .

Click YES, I CONSENT!	If you are giving your consent using a paper form please type your name and sign for acceptance Name Signature _____
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If you do not agree, please click the "No" button to log off the TheScreeningLab.