

Terms of Service



Introduction

This document governs your access to and use of Akunah's products and services including:

- Akunah Med;
- the patient management software;
- PACS (medical images);
- patient outcome measures; and
- any other products or services which Akunah specifies in the Subscription Form are covered by these Terms of Service.

This document also forms part of the Service Agreement.

In case of any conflict between:

- (a) your Service Agreement; or
- (b) the Data Protection Agreement,

then the terms of the first mentioned agreement will prevail to the extent of the inconsistency with this document.

We may update this document by posting a revised version on our website. By continuing to use our services, you accept the revised version of this document.

1. Our Services

Subject to the terms hereof and any Service Agreement between Akunah and you, we grant you access to our Services. This includes the right to:

- Stream videos that you have the right to view;
- Upload, store, and/or stream videos, subject to your 'Service Agreement'; and,
- Use all related functionality that we may provide, subject to your 'Service Agreement'.

Features

The features available to you will depend on your 'Service Agreement'. We may change features from time to time.

Storage

The storage allowance included with your 'Service Agreement' applies to the aggregate storage usage across all accounts you control. You may not circumvent storage limitations by opening multiple accounts. If you exceed your storage allowance, we may, in our discretion, charge fees for excessive usage, require you to upgrade to a more suitable storage plan, or terminate your account(s) upon advance written notice.

Bandwidth

The bandwidth allowance included with your 'Service Agreement' applies to your aggregate bandwidth usage across all accounts you control. You may not circumvent bandwidth limitations by opening multiple accounts. If you exceed your bandwidth allowance, we may,

in our discretion, charge fees for excessive usage, require you to upgrade to a more suitable bandwidth plan, or terminate your account(s) upon advance written notice.

Beta Services

We may invite you to try beta, pilot, or limited release features (“**Beta Services**”). By using any Beta Services, you agree that:

- (a) Beta Services are not intended for commercial usage, may be modified, or discontinued at any time, may contain bugs or errors, and are not subject to uptime, support, or other service level commitments; and
- (b) you will provide timely feedback to Akunah and only use the Beta Services for the purpose of providing such feedback.

2. Accounts

Registration

You must create an account with Akunah to use certain features we offer (e.g., streaming videos). To do so, you must provide an email address. By creating an account, you agree to receive notices from Akunah at this email address. You must keep your email address valid and current so that we are able to contact you.

Organizational Accounts

Corporate, governmental, and other organisational users must publicly display the legal name of their entity on their public account profile.

Access Requirements

You must be a health care professional, health care industry member, health care student or patient to create an account or otherwise use our services.

Team Members

Certain Service Agreements may allow you to grant other persons access to your organisation channels (“**Organisation Members**”). Each Organisation Member must create an account with their own login credentials (requiring a valid Email address).

Account Security

You are responsible for all activity that occurs under your account, including unauthorised activity. You must safeguard the confidentiality of your account credentials and must not share your account credentials with anyone. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorised access to your account, you must change your password and notify us immediately.

3. Service Agreements

Types

We offer free access by registration and paid access under a Service Agreement, which allows you to upload and share video content.

Free Accounts

Free access does not allow sharing of any Akunah's products or services, unless you are permitted to do so in writing by Akunah.

Fees

You must pay all fees (plus any taxes) during your Service Agreement period and any renewal periods. Our fees may include a fixed monthly or annual fee plus variable fees for transactions or usage. We may adjust fees from time to time. We will attempt to notify you in advance of any such fee changes prior to your next billing cycle. If you do not wish to accept a fee change, you may cancel your subscription in accordance with this document.

Free Trials and Discounts

We may offer free-trial or discounted access to those Akunah's products or services that we designate in writing. When a free-trial period ends, your paid access begins (unless you have cancelled) and you must pay the full monthly or annual fee. If we provide a discount for a specific period, you must pay the discounted fee; in any renewal, you must pay the full fee.

Lapse Policy

When a Service Agreement terminates, the account will, at Akunah's sole discretion, revert to a free membership or will be deleted. Any content in the account may be deleted to comply with the limitations of the new account status. You are responsible for archiving your content. Akunah shall not be responsible for the loss of any content. We may publish additional guidelines regarding the treatment of a lapsed Service Agreement. These guidelines describe current practices only and shall not require Akunah to provide any level of post-subscription account status.

4. Acceptable Use Policy

Any content such as videos, recordings, images, and text (collectively, "**content**") you create, upload, stream, submit, or publish (collectively, to "**submit**") must comply with the Acceptable Use Policy as set forth in this section. Akunah may (but is not obligated to) monitor your account, content, and conduct, regardless of your privacy settings. Akunah may remove or limit access or availability to any content or account that it considers in good faith to violate this Acceptable Use Policy or the applicable terms in the Service Agreement.

No Advertisement

You must not submit content that advertises any products or services on any public Akunah website or channel. However, you can submit content where your products or services are used for medical procedures and mention your products or services on the public Akunah website or channel.

You can advertise your products or services on your private Akunah channel.

Content Restrictions

Akunah's products and services are dedicated to medical education. You will only submit content to Akunah's online websites or channels that is:

- educational;
- does not disclose any personal patient data; and
- does not identify patients.

You will only submit content, where you have all rights, approvals, written free prior informed consent from patients, ethics approvals etc., as required by applicable laws and regulations.

You must not submit any content that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- breaches applicable data protection laws and regulations;
- breaches applicable advertisement laws and regulations;
- is defamatory;
- Is racially discriminating;
- Is harassing or abusive;
- Contains hateful or discriminatory speech;
- Promotes or supports terror or hate groups;
- Is sexually explicit or promotes a sexual service;
- Contains instructions on how to assemble explosive/incendiary devices or homemade/improvised firearms;
- Exploits or endangers minors;
- Depicts or encourages self-harm or suicide;
- Depicts (1) unlawful real-world acts of extreme violence, (2) vivid, realistic, or particularly graphic acts of violence and brutality, (3) sexualized violence, including rape, torture, abuse, and humiliation, or (4) animal cruelty or extreme violence towards animals;
- Promotes fraudulent or dubious money-making schemes, proposes an unlawful transaction, or uses deceptive marketing practices;
- Contains false or misleading claims about (1) vaccination safety, or (2) health-related information that has a serious potential to cause individual or public harm;
- Contains false or misleading information about voting or seeks to obstruct voting;
- Contains (1) claims that a real-world tragedy did not occur; (2) false claims that a violent crime or catastrophe has occurred; or (3) false or misleading information (including fake news, deepfakes, propaganda, or unproven or debunked conspiracy theories) that creates a serious risk of material harm to a person, group, or the general public; or
- Violates any applicable law.

Code of Conduct

In using our Services, you may not:

- Use an offensive screen name (e.g., explicit language) or avatar (e.g., containing nudity);
- Act in a deceptive manner or impersonate any person or organisation;
- Harass or stalk any person;
- Harm or exploit minors;
- Distribute "spam" in any form or use misleading metadata;
- Collect personal information about others without their authorisation;
- Access another's account except as permitted herein;
- Use or export any of our Services in violation of any Australian law;
- Act in a manner that would subject Akunah to breach of industry-specific privacy regulations such as the European Union General Data Protection Regulation (GDPR), the Health Insurance Portability and Accountability Act (HIPAA), or the Gramm-Leach-Bliley Act (GLBA);
- Engage in any unlawful activity; or
- Cause or encourage others to do any of the above.

Prohibited Technical Measures

You will not:

- Except as authorised by law or as permitted by us in writing: scrape, reproduce, redistribute, frame, mirror, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any part of our Services; or attempt to circumvent any of our security, rate-limiting, filtering, or digital rights management measures;
- Remove or modify any logo, watermark, or notice of proprietary rights embedded on or in the Services or any output thereof without our permission;
- Submit any malicious program, script, or code;
- Submit an unreasonable number of requests to our servers; or
- Take any other actions to manipulate, interfere with, or damage our Services.

Restricted Users

You may not use our Services if you:

- are a terror or hate group or a member thereof;
- have been designated by an Australian agency as an entity that we may not contract with; or
- are subject to sanctions by a non-Australian government such that we would be required to block your videos in a substantial number of countries in which we provide service.

You may not purchase goods or software services from us, if doing so would violate the Australian Customs Act 1901, the Customs (Prohibited Exports) Regulation 13E 1958, the Weapons of Mass Destruction (Prevention and Proliferation) Act 1995 and the Defence Trade Controls Act 2012 (DTCA), or Australian Autonomous Sanctions.

You hereby make a continuing representation that you are in compliance with the foregoing restrictions.

Accessibility and Ratings

We provide means to allow you to include closed captioning in your videos. If required by applicable law, you must provide closed captioning in your videos.

We may allow you to filter videos based upon their user-defined content rating. We cannot guarantee that videos will be appropriately rated by others. You must rate your videos appropriately.

5. Copyright Policy

You may only upload content that you have the right to upload and share. Copyright owners may send Akunah a takedown notice if they believe Akunah is hosting infringing materials.

We will, in appropriate circumstances, terminate the accounts of persons who repeatedly infringe.

Akunah respects the intellectual property of others and expects its users to do the same. Each user must ensure that the materials they upload do not infringe any third-party copyright. Akunah will promptly remove materials when properly notified that the materials infringe a third party's copyright. Akunah will also, in appropriate circumstances, terminate the accounts of repeat copyright infringers.

In filing any request, please ensure that your notice is complete and that your statements are accurate. If we request additional information necessary to make your notice complete, please provide that information promptly. If you fail to provide the required information, your request may not be processed further.

To request the removal of materials based upon copyright infringement, you must file a notice containing the following:

1. Your name, address, telephone number, and email address (if any).
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where on Akunah's service the material that you claim is infringing may be found, sufficient for Akunah to locate the material (e.g., the URL for the video).
4. A statement that you have a good faith belief that the use of the copyrighted work is not authorised by the copyright owner, its agent, or the law.
5. A statement by you that the information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.
6. A statement that you consent to the jurisdiction of the State of Queensland, Australia.
7. Your electronic or physical signature.

Please file your notice by email to jens@akunh.com.

Akunah may disclose notices with affected users and third-party databases that collect information about copyright takedown notices.

If you are a Akunah user who wishes to challenge the removal of materials caused by a takedown notice, you must file a counter-notification containing the following:

1. Your name, address, and telephone number.
2. A description of the material that was removed and the location on Akunah's service where it previously appeared (e.g., the URL of the video).
3. A statement that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
4. A statement that you consent to the jurisdiction of the State of Queensland, Australia.
5. Your electronic or physical signature.

Please file your notice by email to jens@akunah.com.

Akunah will forward any complete counter-notification to the person who filed the original copyright infringement notice. The copyright owner(s) may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that such a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we may restore the challenged materials. Until that time, your materials will remain removed.

Akunah will terminate user accounts that receive three (3) copyright infringement strikes. A "copyright infringement strike" accrues each time that material is removed from a user's account due to a copyright infringement notice. We may group multiple copyright infringement notices received within a short period of time as a single copyright infringement strike.

We may remove a copyright infringement strike in appropriate circumstances, such as where (1) the underlying material is ultimately restored due to a copyright infringement counter-notification; or (2) the claimant withdraws the underlying notice.

We may terminate user accounts that receive fewer than three (3) copyright infringement strikes in appropriate circumstances, such as where the user has a history of violating or wilfully disregarding our Terms of Service.

6. Licenses Granted by You

As between you and Akunah, you own and will retain ownership of all intellectual property rights in and to the content you submit. In order to allow Akunah to host and stream your content, you grant Akunah the permissions set forth below.

Account Profile

You grant Akunah permission to use your name, likeness, biography, trademarks, logos, or other identifiers used by you in your account profile for the purpose of displaying such properties to the public or the audiences you have specified. You may revoke the foregoing permission by deleting your account. Akunah shall have the right to identify public profiles in its marketing and investor materials.

Your Video Content

Subject to the terms hereof, by submitting a video, you grant Akunah permission to:

- Stream the video to end users;
- Distribute the video via our APIs;
- Transcode the video (create compressed versions of your video file that are optimised for streaming);
- Generate stills (i.e., “thumbnails”) from your video to represent it (if you have not selected one);
- Automatically generate and display closed captions or subtitles from your video; and,
- Alter or enhance your video as directed by you.

If you have enabled a video privacy setting or disabled downloading or embedding, we will limit distribution of your video pursuant to your selection. By enabling access to your video to any third party, you grant each such person permission to stream (and/or download or embed, as applicable) your video. For the purposes of this section, your video includes its title, description, tags, and other metadata.

The license period begins when you submit the video to Akunah and ends when you or Akunah delete it; *provided* that Akunah may retain archival copies:

- (a) for a limited period of time in case you wish to restore it;
- (b) when the video is the subject of a takedown notice or other legal claim; or
- (c) when Akunah in good faith believes that it is legally obligated to do so.

Feedback

You may provide comments, suggestions, or other feedback concerning our Services. You grant Akunah a perpetual and irrevocable right and license to use, copy, transmit, distribute, publicly perform, and display such feedback in any manner without any compensation to you.

Scope of Licenses

All licenses granted by you in the Service Agreement and this document:

- (a) are non-exclusive, worldwide, and royalty-free;
- (b) include the right and license to copy, use, distribute, publicly perform, and display the licensed work for the purposes stated above; and

- (c) include all necessary rights and licenses to allow us to exercise our rights and perform our obligations. By granting these licenses, you waive any so-called “moral rights” that you may have.

Nothing in this document shall be deemed a license “condition” applicable to Akunah; rather, any breach of a term by Akunah hereof shall give rise to, at most, a claim for breach of contract only.

All licenses granted herein are in addition to any other licenses that you may grant (e.g., a Creative Commons license).

7. Your Obligations

Representations and Warranties

For each piece of content that you submit to or through Akunah, you represent and warrant that:

- You have the right to submit the content to Akunah and grant the licenses herein;
- Akunah will not need to obtain licenses from any third party or pay royalties to any third party with respect to the streaming or other permitted distribution of the content;
- You have obtained appropriate ethics approval, free prior informed consent, and releases (if necessary) from all persons who appear in the content;
- The content does not, and will not, infringe any third party's rights, including intellectual property rights, rights of publicity, moral rights, and privacy rights; and
- The content complies with this document and all applicable laws.

Indemnification

You will indemnify, defend, and hold harmless Akunah and its subsidiaries, parents, and affiliates, and their respective directors, officers, employees, and agents, from and against all third-party complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, arising from or relating to:

- (a) the content you submit to or through the Services; and
- (b) allegations of actions or omissions by you that (regardless if proven) would constitute a breach of this document.

8. Disclaimers

Akunah provides the Services on an “as is” and “as available” basis. You use the Services at your own risk. You must provide your own device and internet access.

Except as expressly set forth herein, and to the extent permitted by applicable law, Akunah disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Among other things, Akunah makes no representations or warranties:

- That our Services, or any part thereof, will be available or permitted in your jurisdiction, uninterrupted or error-free, completely secure, or accessible from all devices or browsers;
- That we will host, make available, or remove any specific piece of content;
- Concerning any content submitted by or actions of our users;

- That any geo-filtering or digital rights management solution that we might offer will be effective;
- That we comply with industry-specific privacy regulations such as the European Union General Data Protection Regulation (GDPR), the Health Insurance Portability and Accountability Act (HIPAA), or the Gramm-Leach-Bliley Act (GLBA), or any other industry-specific privacy obligations;
- That our Services will meet your business or professional needs;
- That we will continue to support any particular feature or maintain backwards compatibility with any third-party software or device; or
- Concerning any third-party websites and resources.