RebateRight Software License Agreement

SOFTWARE LICENSE AGREEMENT *Last Updated: 02 March 2026*

This Agreement sets out the terms and conditions under which **Fortis Futura Pty Ltd trading as RebateRight** (ABN 54 676 215 133) ("we", "us") provides you ("you", "your") with access to the RebateRight Software. It forms part of our **Associated Policies**.

By clicking **"I Accept"**, you confirm that:

- you have read and understood this Agreement
- you have authority to bind the business you represent
- your business agrees to be legally bound by this Agreement from the date of acceptance.

💡 *Not sure if you have authority to accept on behalf of your business? Please check with the right person before proceeding.*

1. Definitions

"Software" means RebateRight, including all applications, tools, features, and services made available by Fortis Futura Pty Ltd, and any updates or new functionality released during your Subscription Term.

"Subscription Term" means the current billing period you are on — either one month or one year, as selected at the time of purchase. Each Subscription Term begins on the date you accept this Agreement (including any Free Trial Period) and automatically renews for successive periods unless terminated.

"Customer Data" means any data you or your users input into or generate through the Software.

"**Associated Policies**" means the Pricing Agreement, Privacy Policy, and any other policy documents we publish and make available to you through the Software or our website from time to time.

2. Grant of License

We grant you a licence to access and use the Software during your Subscription Term for your internal business purposes. This licence is specific to your organisation - it cannot be transferred or shared with third parties. Your access is conditional on your compliance with this Agreement and payment of applicable fees as set out in our Pricing Agreement.

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3. Acceptable Use

You must not:

- use the Software for any unlawful or unauthorised purpose
- attempt to reverse engineer, decompile, or extract the source code of the Software
- interfere with or attempt to gain unauthorised access to the Software or its underlying systems.

4. Confidentiality

Both parties may share non-public information with each other in the course of this Agreement ("Confidential Information"). This includes technical, financial, commercial, and product information, pricing, Customer Data, and the terms of this Agreement.

Confidential Information does not include information that is:

- publicly available (through no fault of the receiving party)
- independently developed without reference to the disclosing party's information

Each party must keep the other's Confidential Information strictly confidential and not disclose it to anyone outside their organisation, except to employees, contractors, or advisors who need it and are bound by equivalent confidentiality obligations.

If disclosure is required by law or court order, the receiving party must notify the other promptly (where permitted) and limit disclosure to the minimum required.

These obligations continue for three (3) years after termination, except for Customer Data, which remains protected indefinitely.

5. Intellectual Property & Trademarks

All rights in and to the Software — including any improvements or modifications — remain solely with Fortis Futura Pty Ltd. Nothing in this Agreement transfers any intellectual property rights to you.

"RebateRight" is a registered trademark of Fortis Futura Pty Ltd. You may not use our name, trademarks, branding, or logos without our prior written consent.

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6. Third-Party Dependencies

The Software connects to third-party systems, including those operated by Services Australia to access Medicare. We do not control these systems and cannot guarantee their availability or performance. When they are unavailable or experience delays, features such as eligibility checks may not work as expected. We are not responsible for any loss or disruption caused by the unavailability or malfunction of third-party systems.

7. Limitations of Eligibility Checking

Our eligibility checking is powerful but has two important limitations you should be aware of:

Medicare-unverified items: A small number of MBS item numbers are not supported by Services Australia for online eligibility verification. For these items, RebateRight uses internal logic rather than a live Medicare check. Results for these items should be treated as indicative only.

Clinical eligibility: Our checks confirm Medicare eligibility based on claim history and patient data — they do not assess whether a patient's clinical circumstances, symptoms, or diagnosis satisfy the MBS requirements for a specific item. That determination remains your responsibility.

8. Patient Consent

Services Australia requires that patient consent be obtained before submitting any request through the Software, including eligibility checks and claims.

You are solely responsible for obtaining consent from each patient confirming they have authorised your practice to submit requests on their behalf.

9. Credentials

Your Minor ID and API Keys ("Credentials") are unique to your organisation and must be kept confidential. You are responsible for ensuring they are not shared with or disclosed to anyone outside your organisation.
If you suspect your Credentials have been compromised, notify us immediately at support@rebateright.com.au. We will revoke the affected Credentials and issue new ones promptly.

10. Warranty Disclaimer

Except as expressly stated in this Agreement, the Software is provided 'as is'. We do not warrant that the Software will be error-free, uninterrupted, or fit for any particular purpose beyond what is described in this Agreement.

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11. Limitation of Liability

Indirect losses: To the maximum extent permitted by law, neither party is liable for any indirect, incidental, special, or consequential loss or damage arising from this Agreement, regardless of how it arises.

Cap on liability: Each party's total liability to the other under this Agreement is limited to the total fees paid or payable by you in the six (6) months preceding the claim.

Events outside our control: Neither party is liable for delays or failures caused by events beyond their reasonable control, including natural disasters, cyberattacks, government action, or failure of third-party providers.

Australian Consumer Law: Nothing in this Agreement excludes or limits any rights or remedies you may have under the *Australian Consumer Law* that cannot be excluded.

12. Indemnity

Your indemnity to us: You agree to indemnify us against any third-party claims, losses, or expenses arising from your breach of this Agreement, your misuse of the Software, or your violation of any applicable law in connection with your use of the Software.

Our indemnity to you: We agree to indemnify you against any third-party claim that the Software infringes a third party's intellectual property rights, or that arises from our breach of our confidentiality obligations under this Agreement.

13. Termination

Termination for breach: Either party may terminate this Agreement immediately if the other party commits a material breach that is not remedied within fourteen (14) days of written notice.

Termination by you: You may terminate this Agreement at any time by giving us written notice. You will retain access to the Software until the end of your current Subscription Term.

Termination by us: We may terminate this Agreement for any reason with thirty (30) days' written notice.

Financial consequences: Any financial consequences of termination, including refunds and final invoicing, are set out in our Pricing Agreement.

Effect of termination: Your licence to use the Software ends immediately on termination. You must stop using the Software and delete any confidential materials belonging to us.

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14. Data Protection & Compliance

Both parties must comply with all applicable laws, including the *Australian Privacy Act 1988*.

You agree to use any personal or health data accessed through the Software only as necessary to deliver your services, and to implement reasonable safeguards against unauthorised access or disclosure.

To comply with applicable legislation, healthcare organisations must maintain local records of all Web Services transactions in a way that enables the identification of the authorised employee who performed each request. You are solely responsible for creating, maintaining, and securely storing these records in accordance with the laws and regulations of your state or territory.

We will implement reasonable technical and organisational measures to protect data processed through the Software.

15. General Provisions

Assignment: You may not assign or transfer this Agreement without our prior written consent.

Written Notice: Any notice under this Agreement may be delivered by email. Notices to you will be sent to the email address associated with your account. Notices to us should be sent to hello@rebateright.com.au.

Dispute Resolution: If a dispute arises, both parties will first attempt to resolve it in good faith through negotiation. If unresolved within 30 days, either party may pursue formal dispute resolution or legal remedies.

Governing Law: This Agreement is governed by the laws of New South Wales, Australia. Any disputes are subject to the exclusive jurisdiction of the courts of New South Wales.

16. Entire Agreement

This Agreement, together with our Associated Policies, constitutes the entire agreement between the parties and supersedes all prior communications or agreements relating to its subject matter.

17. Changes to This Agreement

If we make any material changes to this Agreement, we will notify you by email to your registered address at least 30 days before they take effect. Continued use of the Software may require you to accept the updated terms. Each Associated Policy has its own change notification terms as set out within it.

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