

RebateRight Software Licence Agreement

SOFTWARE LICENCE AGREEMENT *Last updated: 7 September 2026*

This Agreement sets out the terms on which **Fortis Futura Pty Ltd trading as RebateRight** (ABN 54 676 215 133) ("we", "us") gives the organisation that accepts it ("you", "your") access to the RebateRight Software. Together with our **Pricing Agreement** and our **Privacy Policy**, it forms your agreement with us.

By accepting this Agreement electronically, the person accepting it confirms that:

- they have read and understood this Agreement
- they have authority to bind the organisation they represent
- that organisation agrees to be legally bound by this Agreement from the date of acceptance.

Not sure whether you have authority to accept on behalf of your organisation? Please check with the right person before proceeding.

1. Definitions

"Software" means RebateRight, including every application, tool, feature and service Fortis Futura Pty Ltd makes available, and any update or new functionality released during your subscription.

"Billing Cycle" has the meaning given in our Pricing Agreement.

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

2. Grant of licence

We grant you a licence to use the Software for your internal business purposes while your subscription is active. The licence is specific to your organisation. Third parties may use the Software under your account on the terms in section 10. Your access continues while you comply with this Agreement and pay the fees set out in our Pricing Agreement.

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 the Software or its underlying systems, or attempt to gain unauthorised access to them.

4. Confidentiality

Each party may receive non-public information from the other under 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
- already known to the receiving party, without an obligation of confidence, before it was disclosed
- lawfully received from a third party who was free to disclose it
- independently developed without reference to the disclosing party's information.

Each party must keep the other's Confidential Information strictly confidential. Neither party may disclose it outside their organisation, except to employees, contractors or advisers who need it and are bound by equivalent confidentiality obligations.

If a law or court order requires disclosure, the receiving party must notify the other promptly, where permitted, and disclose only the minimum required.

These obligations continue for 3 years after termination. Customer Data remains protected indefinitely.

5. Intellectual property and trademarks

All rights in the Software, including any improvement or modification, remain 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.

6. Third-party systems

The Software connects to third-party systems, including those Services Australia operates for Medicare. We do not control these systems and cannot guarantee their availability or performance. When they are unavailable or slow, features such as eligibility checks may not work as expected. We are not responsible for loss or disruption when a third-party system is unavailable or malfunctions.

7. Scope of eligibility checks

Medicare-unverified items: Services Australia does not support online eligibility verification for some MBS items. For these items, RebateRight applies its own rules rather than a live Medicare check. These results are indicative, not confirmed by Medicare.

Clinical eligibility: Our checks confirm Medicare eligibility from claim history and patient data. They do not assess whether a patient's clinical circumstances, symptoms or diagnosis meet the MBS requirements for an item. That decision remains your responsibility.

Regulatory change lag: Medicare rules and MBS requirements change from time to time. We work to reflect changes as soon as practicable, but a result reflects the information available at the time of the check. It may not yet include the most recent changes.

8. Patient consent

Services Australia requires you to obtain patient consent before you submit any request through the Software, including eligibility checks and claims.

Obtaining that consent from each patient is your responsibility.

9. Credentials

Your credentials are unique to your organisation. You may share them with people inside your organisation, or with third parties permitted under section 10. Otherwise, keep them confidential.

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. Third-party access

You may allow third parties, such as contractors, development teams or integration partners, to access or use the Software under your account. If you do, you are liable for anything they do or fail to do, as if you had done it yourself.

Their use of the Software must meet the obligations you owe us under this Agreement, in particular acceptable use (section 3), patient consent (section 8), credentials (section 9) and the Australian -access requirement (section 15).

11. Warranty disclaimer

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

Published performance figures: We publish measured figures for availability, response time and recovery so you can see how the Software performs. They record what we measured, not a promise of what comes next, and we do not offer a service level. Where we describe how we handle an incident, that is our usual practice, not a guaranteed response time.

12. Limitation of liability

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

Cap on liability: Each party's total liability to the other under this Agreement is limited to the fees you paid or were due to pay in the 6 months before the claim.

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

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

13. Indemnity

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

Our indemnity to you: We 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.

14. Termination

For breach: Either party may terminate this Agreement immediately if the other commits a material breach and does not remedy it within 14 days of written notice.

By you: You may terminate this Agreement at any time by written notice to us. What happens then is set out in our Pricing Agreement.

By us: We may terminate this Agreement for any reason with 30 days' written notice. Any refund is set out in our Pricing Agreement.

When the Agreement ends: When this Agreement ends, your access to the Software ends at the same time. You must stop using the Software and delete any confidential materials we have shared with you.

15. Data protection and compliance

Both parties must comply with all applicable laws, including the *Privacy Act 1988* (Cth) and any state or territory health records legislation that applies to them.

You must use any personal or health data you access through the Software only as needed to deliver your services, and maintain reasonable safeguards against unauthorised access or disclosure. You are solely responsible for keeping local records of every transaction made through the Software, including which authorised employee made each request, as the law requires.

You must access and use the Software only from within Australia, as Services Australia requires. We may suspend or terminate your access if we reasonably believe this requirement is being breached.

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

16. General provisions

Assignment: You may not assign or transfer this Agreement, or the licence it grants, without our prior written consent.

Notices: Either party may give notice under this Agreement by email. We send notices to the email address on your account. Send notices to us at hello@rebateright.com.au.

Disputes: If a dispute arises, both parties first attempt to resolve it in good faith through negotiation. If it is not resolved 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 dispute is subject to the exclusive jurisdiction of the courts of New South Wales.

17. Entire agreement

This Agreement, together with our Pricing Agreement and our Privacy Policy, is the entire agreement between us, and nothing else. It replaces anything said or agreed before it on the

same subjects. What we publish on our website and in our documentation is there to help you understand the Software. It does not add to your agreement.

18. Changes to this Agreement

If we make a material change to this Agreement, we email the address on your account at least 30 days before it takes effect. We may ask you to accept the updated Agreement before you continue using the Software.