

TERMS OF USE

Aksys platform



1 General terms

1.1 Overview

These Terms govern Customer's and its Users' access to and use of the Aksys Platform (**Platform**), which is operated by Akesa and provided for the purpose of procuring Goods on a just-in-time basis for eligible private patient treatment.

1.2 Definitions

For the purpose of these Terms, the definitions set out in Clause 14 apply.

1.3 Platform registration and acceptance

Customer must complete Akesa's registration process to obtain access to the Platform. Customer is deemed to have accepted these Terms, and agrees to comply with these Terms and ensure that its Users comply with these Terms, by completing the registration process. If Customer does not agree to these Terms, it must not complete the registration process or seek to use, and must ensure that its Users do not access or use, the Platform.

1.4 Amendments to these Terms

Akesa may amend these Terms from time to time by providing notice via the Platform. Continued use of the Platform by Customer's Users after the amendment date specified in the notice constitutes acceptance of the amended Terms by Customer.

2 Eligibility and scope of use

2.1 Eligibility to use the Platform

- (a) Customer is solely responsible for holding and maintaining all necessary licences, permits, registrations and accreditations (**authorisations**) required by law to order, receive and store Goods, provide treatment, dispense Goods and provide clinical services to patients and operate as a registered health service provider or pharmacy (as applicable).
- (b) Customer must notify Akesa in writing immediately if any such authorisations are suspended, revoked, expired or subject to conditions or it becomes aware of any investigation or compliance action by a Governmental Authority that may affect its eligibility to use the Platform or any Goods.
- (c) Akesa may immediately suspend or terminate access to the Platform if it believes Customer is in breach of its obligations under this clause 3.1 or is no longer legally authorised to participate in purchasing Goods through the Platform.

2.2 Authorised Access

Access to the Platform is strictly limited to Authorised Users who:

- (a) are authorised to order Goods on behalf of Customer in accordance with its internal policies; and
- (b) comply with these Terms and all applicable Compliance Requirements.

Akesa may suspend or revoke access for any User at its discretion if it suspects misuse, unauthorised activity, or breach of these Terms.

2.3 Permitted use

The Platform may only be used for the following permitted purposes:

- (a) the procurement of selected pharmaceutical products that are made available from time to time by participating Manufacturers through the Platform;
- (b) just-in-time ordering of such products to support appropriate supply for patient needs, minimise wastage and discourage bulk stockpiling; and
- (c) facilitating an efficient, transparent and compliant supply chain in support of private patient treatment pathways.

2.4 Prohibited use

Customer and its Users must not:

- (a) use the Platform for ordering Goods for personal use, resale or any unauthorised commercial purpose;
- (b) order Goods outside of Customer's scope of approval or authority;
- (c) in respect of Non-PBS Products supplied through the Platform, seek or facilitate PBS reimbursement for any Good ordered via the Platform or use the Platform to circumvent PBS pricing restrictions, volume controls, or indication-based subsidy limitations;
- (d) in respect of Products supplied through the Platform for use in a Special Access Scheme, allow Products to be used other than strictly in accordance with the applicable requirements for such Goods as approved under the applicable Special Access Scheme;
- (e) place orders for bulk stockpiling of Goods or otherwise in advance of patient needs unless expressly authorised by Akesa in writing;
- (f) attempt to bypass, disable, or interfere with any security, access control, pricing mechanisms, or usage limitation features of the Platform;
- (g) introduce malicious code into the Platform; or
- (h) reverse engineer the Platform, or otherwise attempt to gain unauthorised access to any part of the Platform or Akesa's infrastructure.

Akesa may monitor Platform usage to ensure compliance and reserves the right to suspend or terminate access, take other enforcement action, and notify relevant authorities in the event of any breach or misuse.

2.5 Product availability and pricing

- (a) The Platform enables Customers to order selected Goods made available by participating Manufacturers or authorised suppliers. Goods availability is subject to:
 - (i) Manufacturer or supplier stock levels;
 - (ii) applicable regulatory approvals and registration status;
 - (iii) operational capacity, supply chain constraints, or commercial arrangements; and
 - (iv) Akesa's discretion in making Goods available through the Platform.



- (b) Akesa makes no guarantee that any particular Good will be available at any given time and may update, suspend, or remove Goods from the Platform at its discretion without prior notice.
- (c) Akesa has sole discretion in setting the price for Goods on the Platform, and Akesa may update or revise the price of any Goods displayed on the Platform at any time without prior notice, provided that pricing changes will not affect Orders already accepted by Akesa.
- (d) Customers are responsible for reviewing current pricing for Goods before submitting an Order.

2.6 Ordering Goods

- (a) All orders placed via the Platform are subject to the Terms and Conditions of Supply. Akesa reserves the right to suspend or terminate access to the Platform if it believes Customer is in breach of the Terms and Conditions of Supply.
- (b) All Orders must be submitted via the Platform by a duly authorised representative of Customer, specifying the type and quantity of Goods required (including the active ingredient, dosage and presentation), the requested delivery date and the Delivery Destination, and are subject to Akesa's validation and acceptance before fulfilment.

3 Customer responsibilities and compliance

3.1 Customer responsibility

Customer is solely responsible for:

- (a) ensuring all Orders placed through the Platform comply with applicable Australian laws, regulations, and relevant therapeutic goods and healthcare standards;
- (b) maintaining internal compliance with its own procurement policies, clinical protocols, and governance frameworks; and
- (c) maintaining accurate and up-to-date institutional information, including but not limited to name, address, licensing credentials, billing details, and authorised contacts. Customer must notify Akesa promptly of any changes that may affect their eligibility or use of the Platform.

3.2 Data accuracy and recordkeeping

Customer must:

- (a) ensure all information submitted via the Platform is accurate, complete, and not misleading;
- (b) maintain accurate procurement and dispensing records to demonstrate compliance with applicable laws and these Terms; and
- (c) upload relevant data (e.g. dispensing logs) via the Platform on a quarterly basis or as otherwise requested by Akesa, confirming that no PBS reimbursement has been sought for Goods supplied.

Akesa reserves the right to suspend or terminate access to the Platform if Customer fails to maintain accurate records or to provide requested evidence.

3.3 Prohibited conduct

Customer must not, and must ensure that Users of the Platform do not:

- (a) provide false, inaccurate, or misleading information when registering, placing orders, or submitting compliance data;
- (b) share login credentials or permit unauthorised individuals to access or use the Platform;
- (c) interfere with, disable, or attempt to manipulate the Platform's functionality, security features, pricing, or supply logic; or
- (d) use the Platform for any unlawful, unethical, fraudulent, or otherwise improper purposes.

Akesa may monitor Platform usage, conduct audits, and take corrective or legal action in the event of actual or suspected misconduct.

4 Platform access and User management

4.1 Authorised User accounts

Only Authorised Users may access or use the Platform on behalf of Customer. Authorised User accounts are subject to the following rules:

- (a) each Authorised User must be assigned unique credentials;
- (b) login details must not be shared, reused, or transferred between individuals; and
- (c) Customer is responsible for verifying the identity and authority of each Authorised User.

Akesa may suspend or revoke access for any User or Customer if unauthorised access or suspicious activity is detected.

4.2 Adding and managing Authorised Users

Customer is responsible for managing its Authorised Users, either via the Platform's self-service user management tools or via a written request to Akesa support, including:

- (a) adding new Authorised Users;
- (b) updating user roles or permissions; and
- (c) removing users who no longer require access or whose roles have changed.

By adding an Authorised User or requesting Akesa to do so for the Customer, Customer warrants that the Authorised User has the authority to place Orders and act on its behalf. Akesa is not responsible for verifying individual user permissions and will rely on Customer's instructions and management of access rights.

4.3 Responsibility for User activity

Customer is solely responsible for all activity carried under its account, including all Orders placed by its Authorised Users. Accordingly:

- (a) all Orders placed by an Authorised User account will be deemed to have been authorised by Customer;
- (b) Customer remains liable for all charges associated



with an Order, regardless of any internal misuse, oversight, or unauthorised activity; and

- (c) Akesa is not liable for any loss, error, or damage arising from Customer's user management decisions or activities of Customers Authorised Users.

4.4 Account security and access control

Customer must take all reasonable steps to safeguard its Platform account and ensure access is limited to authorised personnel only. This includes:

- (a) keeping login credentials secure and confidential;
- (b) ensuring that Users access the Platform via secure networks and devices;
- (c) immediately revoking access for Users who are no longer authorised; and
- (d) monitoring account activity and reporting any suspected misuse or security breach to Akesa without delay.

5 IP and Data

5.1 Platform and Platform Data

- (a) Akesa, or its third party licensors, owns all rights, title and interest, including Intellectual Property Rights, in and to the Platform, the "look and feel" of the Platform, any and all related or underlying technology, together with all data, information and other materials made available to Customers on the Platform (Platform Data).
- (b) Akesa grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use such of the Platform Data as strictly necessary for Customer to access and use the Platform in accordance with these Terms.
- (c) Customer agrees that:
 - (i) it will not extract, scrape, or otherwise misuse Platform Data;
 - (ii) it will treat all Platform Data, Product pricing, and operational logic as confidential and commercially sensitive; or
 - (iii) it will notify Akesa promptly of any suspected data breach or unauthorised disclosure involving Platform Data.
- (d) The Platform collects aggregate analytical and statistical data derived from use of the Platform by Akesa's customers. Akesa may use this data, together with Customer Data to create data that is
 - (i) anonymised and not identifiable to any person or entity;
 - (ii) combined with the data of other Akesa customers or additional data sources; and
 - (iii) presented in a way which does not reveal the Customer or any User's identity (Aggregated Data). Akesa owns all Aggregated Data and may freely use, exploit and commercialise it.

5.2 Customer Data

- (a) Customer will own all rights, title and interest, including Intellectual Property Rights, in and to any data that Customer uploads to the Platform (**Customer Data**).
- (b) Customer grants to Akesa a non-exclusive, sub-licensable, irrevocable right to use, reproduce, modify, display and create derivative works of Customer Data for the purpose of providing the Platform and exercising Akesa's rights and performing Akesa's obligations under these Terms, including:
 - (i) processing Orders and managing account activities;
 - (ii) verifying licensing, authorisation, and PBS compliance status;
 - (iii) facilitating delivery, invoicing, support, and system updates;
 - (iv) monitoring Platform usage to ensure security and proper functioning;
 - (v) audit and regulatory compliance activities, including PBS/TGA audit purposes; and
 - (vi) conducting internal analytics, reporting, and service optimisation.
- (c) Akesa may retain and use Customer Data after Customer account closure where required by law or for compliance, audit, or recordkeeping purposes.
- (d) Customer warrants that the Customer Data, and use of it as contemplated under these Terms, will not breach or infringe any third party rights and no 'health information' (as that term is defined under applicable Privacy Laws) will be included in the Customer Data.

5.3 Security

Akesa implements reasonable technical and organisational safeguards to protect Customer Data stored on or transmitted through the Platform against loss, unauthorised access, alteration, or disclosure.

6 Privacy

6.1 Collection and use of personal information

Akesa collects personal information through the Platform as part of Customer and User account creation and ordering processes, including names and contact details of individuals. Akesa uses personal information provided by Customer and Users through the Platform for the following purposes:

- (a) processing Orders and managing account activities;
- (b) verifying licensing, authorisation, and PBS compliance status;
- (c) facilitating delivery, invoicing, support, and system updates;
- (d) monitoring Platform usage to ensure security and proper functioning; and
- (e) conducting internal analytics, reporting, and service optimisation.



All personal information collection and handling is subject to Akesa's Privacy Policy, as updated from time to time.

6.2 Data sharing and third parties

Akesa may share Customer Data, including relevant personal information within the Customer Data, with third parties in the following circumstances:

- (a) With Manufacturers: for product allocation, delivery coordination, and commercial compliance;
- (b) With logistics providers: to enable delivery and track order fulfilment;
- (c) With government or regulatory authorities: where legally required or for PBS/TGA audit purposes; and
- (d) With service providers: for IT support, data hosting, or system integration.

6.3 International data transfers

Personal information may be stored or processed outside Australia as part of the operation and support of the Platform, and processing of Orders. While it is impracticable to list all possible locations, they are likely to include the United States of America and Switzerland. Where Akesa transfers Personal Information outside of Australia:

- (a) Akesa will take reasonable steps to ensure the overseas recipients do not breach the Australian Privacy Principles in relation to that personal information;
- (b) by using the Platform, Customer consents to such transfers as required for system functionality or third-party service integration.

6.4 Rights and access requests

Subject to the requirements and exceptions under applicable Privacy Laws, where personal information of an individual is held in the Platform, that individual may:

- (a) request access to the personal information and data Akesa holds about them;
- (b) request correction or deletion of inaccurate or outdated personal information;
- (c) lodge complaints about privacy concerns in accordance with Akesa's Privacy Policy.

7 Confidentiality

7.1 Confidential information

For the purposes of these Terms, **Confidential Information** means all non-public information, data, and materials disclosed or made available by Akesa to Customer (or accessed by Customer via the Platform), including:

- (a) pricing, rebates, discounts, and commercial terms;
- (b) supplier, manufacturer, and wholesaler arrangements;
- (c) Platform functionality, design, source code, and user interface;
- (d) business operations, financial information, and strategy; and
- (e) any other information marked or reasonably

understood to be confidential, whether oral, written, or electronic.

7.2 Confidentiality obligations

Customer agrees to:

- (a) keep all Confidential Information strictly confidential and not disclose it to any third party without Akesa's prior written consent;
- (b) use Confidential Information solely for the purpose of ordering Goods and managing its account on the Platform under these Terms;
- (c) take reasonable steps to protect the confidentiality of Confidential Information, including ensuring that only personnel with a legitimate need-to-know have access; and
- (d) immediately notify Akesa of any unauthorised disclosure, access, or suspected breach.

7.3 Permitted disclosures

Customer may disclose Confidential Information only to:

- (a) Its legal, financial, or regulatory advisors, where required and subject to confidentiality obligations;
- (b) Government or regulatory authorities, where required by law or court order; and
- (c) internal stakeholders within Customer, to the extent necessary to facilitate compliance or procurement under these Terms.

In each case, Customer must ensure that recipients are bound by equivalent confidentiality obligations.

7.4 Survival

The confidentiality obligations in this clause 14:

- (a) survive termination or expiry of these Terms; and
- (b) continue to apply to any Confidential Information retained by Customer, whether in records, systems, or backups.

8 PBS compliance and regulatory obligations

8.1 Non-PBS product supply

The Platform is designed exclusively for the supply of Goods that are not eligible for PBS reimbursement at the time and context of their use. Accordingly:

- (a) Customer must not submit, facilitate, or enable any claim for PBS reimbursement in relation to any Good procured through the Platform;
- (b) the fact that a Good is PBS-listed does not affect its ineligibility for PBS reimbursement when supplied via the Platform; and
- (c) all Goods are supplied under a non-reimbursed Pricing Structure, and Customer acknowledges that Akesa provides no guarantee, representation, or warranty in respect of PBS eligibility.



8.2 Prevention of PBS misuse

Customer must maintain internal protocols and controls to ensure that:

- (a) no PBS claims are submitted for Goods ordered through the Platform;
- (b) that all Platform-sourced Goods are clearly recorded and segregated from PBS-stocked inventory; and
- (c) that dispensing systems and records reflect the correct funding source for each Good supplied to a patient.

Akesa reserves the right to audit transactions and report any actual or suspected PBS breaches to the relevant authorities, including Services Australia or the Department of Health.

8.3 Regulatory oversight and reporting

To support Akesa's and Customer's compliance with applicable laws:

- (a) Customer must retain and provide, upon request, full and accurate records of Orders, inventory handling, and product usage for any Goods procured via the Platform;
- (b) Customer consents to Akesa disclosing procurement and usage data to relevant regulators, manufacturers, or industry partners for the purpose of monitoring compliance and market integrity;
- (c) failure to comply with this clause may result in immediate suspension of Platform access, termination of Customer's account, and/or referral to regulatory bodies.

9 Customer default and consequences

9.1 Events of default

Each of the following constitutes an "**Event of Default**" by Customer:

- (a) **Non-payment:** failure to pay any amount due to Akesa by the applicable due date;
- (b) **Breach of Terms:** breach of any material obligation under these Terms that is not remedied within five (5) Business Days of written notice;
- (c) **Insolvency:** Customer is or becomes insolvent, enters administration, liquidation, or any form of external control;
- (d) **Misuse:** use of the Platform in breach of applicable laws, PBS obligations, or these Terms;
- (e) **False Information:** provision of materially false or misleading information in connection with Orders, payment, or compliance.

9.2 Consequences of default

Upon the occurrence of an Event of Default, Akesa may, without prejudice to any other rights, elect to do one or more of the following:

- (a) suspend Platform access and block new Orders from Customer;
- (b) terminate any existing Orders not yet fulfilled;

- (c) revoke or adjust Customer's Credit Limit and require upfront payment for future Orders;
- (d) recover all outstanding amounts, including any accrued interest, legal fees, enforcement costs, and applicable delivery or storage charges; or
- (e) engage third-party recovery agents or take legal action to recover debts owed.

Akesa may reinstate Platform access or supply arrangements at its sole discretion, subject to full payment of outstanding amounts and reassessment of commercial risk.

10 Suspension and Termination

10.1 Suspension or Termination by Akesa

- (a) Akesa may terminate Customer's access to the Platform at any time, for any reason, on giving 5 Business Days' notice.
- (b) Akesa may suspend or permanently terminate Customer's access to the Platform at any time, with or without notice, if:
 - (i) Customer commits an Event of Default (as defined in Clause 11);
 - (ii) Akesa identifies actual or suspected misuse, fraud, unauthorised access, or breach of these Terms or the Terms and Conditions of Supply;
 - (iii) Customer fails to comply with PBS compliance obligations or regulatory requirements;
 - (iv) Customer's licensing or accreditation status changes, expires, or is revoked;
 - (v) Akesa believes the Customer is no longer legally authorised to participate in purchasing Goods through the Platform; or
 - (vi) it is necessary to protect the integrity, security, or commercial viability of the Platform.
- (c) Suspension or termination of access may apply to one or more Users or the entire Customer.
- (d) Where Akesa elects to suspend access for a User or the entire Customer, Akesa may reinstate Platform access at its sole discretion.
- (e) Where Akesa elects to terminate access for the entire Customer, Customer's rights to access the Platform under these Terms will automatically terminate on the date that access is terminated.

10.2 Voluntary Termination by Customer

Customer may request closure of its Platform account and termination of access rights under these Terms at any time by providing at least thirty (30) days' written notice to Akesa. Akesa may restrict the Customer's ability to place orders via the Platform on receipt of the notice, however account closure and termination pursuant to this clause will not be effective until the later of that thirty (30) day period and that date that all of the following have been completed:

- (a) all outstanding invoices are paid in full in accordance with the Terms and Conditions of Supply;



- (b) all active or pending Orders are completed, cancelled, or resolved in accordance with these Terms and the Terms and Conditions of Supply; and
- (c) Customer returns or properly disposes of any Goods subject to a recall, claim, or dispute.

10.3 Consequences of Termination

Upon termination of rights to access the Platform under these Terms (whether by Akesa or Customer):

- (a) all access to the Platform will be revoked, and associated user accounts deactivated;
- (b) any Orders not yet fulfilled may be cancelled at Akesa's discretion;
- (c) Customer remains liable for all outstanding amounts, including fees, charges, and accrued interest; and
- (d) Customer must continue to comply with any surviving obligations, including confidentiality, PBS compliance, recordkeeping, indemnities, and any other clauses intended to survive termination.

Termination does not affect any rights, remedies, or liabilities accrued by either party prior to the date of termination.

11 Limitation of liability and disclaimers

11.1 Platform and Good availability disclaimer

- (a) Akesa does not guarantee, and makes no warranty that:
 - (i) the Platform will be continuously available, or that Customer's access will be uninterrupted, secure, or error-free; or
 - (ii) any Goods will be continuous availability on the Platform.
- (b) To the maximum extent permitted by law:
 - (i) Akesa may suspend or restrict access to the Platform for maintenance, system upgrades, regulatory requirements, or other operational needs; and
 - (ii) Akesa is not liable for any delay, disruption, or loss arising from Platform outages, technical faults, or access issues.

11.2 Statutory requirements

If any statute implies terms into these Terms which cannot be lawfully excluded, such terms will apply to Customer's rights to access the Platform under these Terms, save that the liability of Akesa, as it applies to the supply of the Platform, for breach of any such implied term will be limited to any one or more of the following:

- (a) in the case of a minor problem with the Platform, at the option of Akesa, to:
 - (i) fixing the problem with the Platform; or
 - (ii) cancellation of the Customer's account on the Platform and a refund for fees paid (if any) for the period after the effective date of termination; or

- (b) in the case of a major problem with the Platform, at the option of the Customer, to:
 - (i) cancellation of the Customer's account on the Platform and a refund for fees paid (if any) for the period after the effective date of cancellation; or
 - (ii) obtaining a refund of the difference in value for the Platform (up to a maximum of the fees paid (if any) for the Platform).

11.3 Exclusion of liability

Without limiting any rights that may apply under the Australian Consumer Law, Akesa is not liable for:

- (a) indirect, incidental, or consequential loss; or
- (b) loss of profits, business interruption, or reputational harm.

11.4 Indemnity by Customer

Customer indemnifies and must hold harmless Akesa, its directors, employees, contractors, and affiliates from and against all claims, losses, costs, and liabilities (including legal fees on a full indemnity basis) arising out of or in connection with:

- (a) misuse of the Platform by Customer or its Users;
- (b) any breach of these Terms, including PBS or regulatory non-compliance;
- (c) submission of false, misleading, or unauthorised data;
- (d) use, administration, or onward supply of any Good in breach of applicable laws or Good conditions.

This indemnity survives termination of these Terms.

12 Dispute resolution process

Before commencing legal proceedings (except for urgent injunctive relief), the parties must attempt to resolve any dispute in good faith as follows:

- (a) **Notification:** A party claiming a dispute must give written notice to the other party setting out the nature and details of the dispute.
- (b) **Internal escalation:** Within ten (10) Business Days of notice, each party must nominate a senior representative with authority to resolve the dispute and ensure they engage in direct discussions.
- (c) **Mediation:** If the dispute remains unresolved within fifteen (15) Business Days of escalation, either party may refer the matter to mediation in Melbourne, Victoria, administered by the Resolution Institute or similar agreed body. The costs of mediation will be shared equally.
- (d) **Legal proceedings:** If the dispute is not resolved within thirty (30) Business Days of initial notice, either party may initiate court proceedings.

Nothing in this clause prevents Akesa from taking immediate legal or enforcement action for unpaid invoices, breach of confidentiality, intellectual property misuse, or regulatory violations.



13 General

- (a) These Terms are governed by the laws of the State of Victoria, Australia.
- (b) The parties submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia. Each party irrevocably waives any objection to the jurisdiction or venue of those courts on any basis, including inconvenience.
- (c) Failure or delay by Akesa in exercising any right or enforcing any provision of these Terms does not constitute a waiver of that right.
- (d) Akesa may assign any of its rights and obligations to any person. Customer may not assign any of its rights and obligations to any person without the prior written consent of Akesa.
- (e) These Terms constitute the entire agreement between the parties for the supply by Akesa of, and the access by the Customer to, the Platform and exclude any terms or documents submitted by the Customer and, to the maximum extent permitted by law, any terms implied by trade, custom, practice or course of dealing.

14 General

Akesa means Akesa Pty Ltd (ABN 45 166 926 684), the operator of the Platform.

Authorised User means an individual who is employed or engaged by Customer and has been granted access credentials by Customer to access and use the Platform on its behalf.

Business Day means a day other than a Saturday, Sunday or national public holiday in Australia.

Confidential Information has the meaning given to that term in clause 8.1.

Compliance Requirements means all applicable laws, regulations, guidelines, and mandatory codes and other requirements of competent Governmental Authorities (including PBS guidelines and TGA requirements) governing the procurement, supply, storage, and use of pharmaceutical products.

Credit Limit means the maximum value of outstanding invoices permitted by Akesa in respect of Customer at any time, as determined or amended by Akesa in its sole discretion.

Customer means any registered hospital, pharmacy, medical practice, or other healthcare provider in Australia that is authorised by Akesa to access and use the Platform.

Customer Data has the meaning given to that term in clause 6.2(a).

Event of Default has the meaning given to that term in clause 10.1.

Goods means any pharmaceutical product made available for order and supply via the Platform.

Governmental Authority means any supra-national, national, state or local governmental authority, regulatory agency or other governmental body having authority over the territories where the Goods and/or Platform services under these Terms are to be delivered or supplied.

GST means Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Healthcare Professional means a licensed health practitioner legally authorised to prescribe, dispense or administer pharmaceutical products in accordance with applicable laws.

Manufacturer means a pharmaceutical company that makes pharmaceutical products available for supply via the Platform, either directly or via an authorised distributor or wholesaler.

Non-PBS Product means a pharmaceutical product with a TGA registered indication that is not eligible for reimbursement under the PBS.

Order means a request submitted by Customers via the Platform for the purchase and supply of Goods.

PBS means the Pharmaceutical Benefits Scheme administered by the Australian Government, which subsidises eligible medicines for Australian residents under applicable criteria.

Platform means the Aksys software-as-a-service (SaaS) platform made available by Akesa for procurement of Goods, and includes all related interfaces, systems, content, tools, and services.

Platform Data means has the meaning given to that term in clause 6.1(a). **Privacy Laws** means any applicable law, statute, regulation, ordinance, code, standard or requirement of any government or Governmental Authority that relates to privacy, including the Privacy Act 1988 (Cth), the Australian Privacy Principles under that Act and State based privacy and health record legislation, each as amended from time to time.

Special Access Scheme means a clinical access program, pursuant to which Healthcare Professionals can provide patients access to medicinal products which are not the subject of a Commercial Marketing Approval.

Terms means these Terms and Conditions of Use, as amended by Akesa from time to time.

Terms and Conditions of Supply means the Terms and Conditions of Supply made available by Akesa on the Platform from time to time and accepted by the Customer when placing an Order.

User means any person who accesses or uses the Platform on behalf of Customer or via Customer's account, including but not limited to Authorised Users.