



TERMS OF USE

Last updated: October 2026

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING ANY **'VALD APPLICATION'**, INCLUDING ANY APPLICATIONS, FEATURES OR MODULES MADE AVAILABLE BY VALD FROM TIME TO TIME (INCLUDING THOSE EMBEDDED WITHIN OR ACCESSIBLE THROUGH A VALD APPLICATION).

BY ACCESSING OR USING ANY VALD APPLICATION, YOU AGREE TO BE BOUND BY THESE TERMS.

YOU MUST ONLY USE THE SERVICES ASSOCIATED WITH ANY VALD APPLICATION IN ACCORDANCE WITH THESE TERMS AND THE PRODUCT USER GUIDES OR TRAINING SUPPLIED BY VALD. IF YOU DO NOT AGREE TO THESE TERMS (INCLUDING THE PRIVACY POLICY AND THE DATA PROCESSING AGREEMENT), YOU ARE NOT AUTHORIZED TO USE THE SERVICES AND MUST IMMEDIATELY CEASE YOUR USE OF AND ACCESS TO THE SERVICES.

These terms (**'Terms'**) govern your use of the VALD Applications (**'Apps'**) and the services, features, content, websites (or other linked pages) or applications that VALD Pty Ltd (or its related parties) (**'us'**, **'we'**, **'our'** or **'VALD'**) may offer from time to time in connection with the Apps or your use of the VALD products (collectively, the **'Services'**). These Terms contain important information about the Services provided to you, including information about future changes to these Terms.

In these Terms:

- (a) **'Authorized User'** means any person who accesses or uses the Services on the Client's behalf or under the Client's Account (as defined in clause 2.1);
- (b) **'Client'** means the person that has entered into a separate written agreement with VALD for the use of VALD products and/or the Services (**'Subscription Agreement'**);
- (c) **'Data Subject'** means an individual whose Personal Data is collected, recorded or otherwise processed through the use of VALD products and/or the Services;
- (d) **'Intellectual Property Rights'** means all industrial and intellectual property rights of any kind, including copyright, patents, trademarks, designs, moral rights, trade secrets and other proprietary rights;
- (e) **'Personal Data'** means any information about an identified or reasonably identifiable individual, including health information and any information treated as personal data, personal information or protected health information under applicable privacy laws; and
- (f) **'you'** and **'your'** refer to you, the person accessing or using the Services. Depending on the context, you may be the Client, an Authorized User and/or a Data Subject.

Other capitalized terms are defined where they first appear, including 'Account' (clause 2.1), 'AI Features' (clause 11.1), 'Business Associate Agreement' (clause 16.5), 'Client Content' (clause 9.2), 'Content' (clause 5.1), 'VALD Insights' (clause 10.5), 'Input' (clause 11.1), 'Minor' (clause 3.3) and 'Output' (clause 11.1).

Certain provisions of these Terms apply differently depending on your role when accessing or using the Services. By accessing and using the Services, you acknowledge that you have read, understood and agree to be bound by these Terms, the VALD Privacy Policy (www.vald.com/privacy-policy) (**'Privacy Policy'**), and, where VALD processes Personal Data on behalf of a Client, the VALD Data Processing Agreement (www.vald.com/legal/data-processing-agreement) (**'Data Processing Agreement'**), each of which is incorporated into these Terms by reference. If you access or use the Services as an Authorized User, you represent and warrant that you are authorized by the relevant Client to do so and to bind that Client to these Terms on its behalf.

If you have any questions about the Apps, the Services or these Terms, then please contact us at support@vald.com.

IMPORTANT: You should note that, notwithstanding anything in these Terms, applicable law may imply

terms into these Terms (including warranties, conditions or guarantees) or impose obligations or remedies which cannot be excluded, restricted or modified except to a limited extent. Such laws may, for example, impose non-excludable statutory guarantees that Services will be rendered with due care and skill, with certain remedies available for certain breaches of such guarantees. To the extent that such laws apply, these Terms are subject to those statutory provisions, and nothing in these Terms is intended to alter, restrict or exclude their operation.

1. INTRODUCTION

- 1.1 The Apps are mobile, desktop and web applications provided by VALD that work in conjunction with, or support and enhance your experience of using, VALD products made available from time to time. These Apps form part of our Services.
- 1.2 So that we can safely and responsibly manage our Services, your use of the Services is subject to these Terms (including the Privacy Policy and the Data Processing Agreement, which are incorporated by reference).
- 1.3 VALD may modify these Terms at any time. Where a modification is material, VALD will, where reasonably practicable and at its discretion, endeavor to notify you (for example, by email or in-product notification). Material modifications will be effective 30 days after VALD posts the modified Terms (or earlier where required by law or to address security, legal or regulatory issues), and all other modifications will be effective upon posting at <https://vald.com/terms-and-conditions>. By continuing to access or use the Services after such modification, you are agreeing to be bound by the modified Terms. If you do not agree to the modified Terms, you must stop using the Services.

2. ACCOUNT REGISTRATION

- 2.1 In order to use the Services, you must have an account ('**Account**'). Depending on the applicable App and how it is made available by VALD, an Account may be created (with or without VALD's assistance):
 - (a) by you directly as a Data Subject in your personal capacity, provided that you are not accessing or using the Services as, or on behalf of, an Authorized User or Client (in which case clause 2.1(b) applies); or
 - (b) by you as the Client or as an Authorized User, in which case you represent and warrant that you are the Client or are authorized to act on behalf of the Client and you are responsible for the Account in accordance with these Terms.
- 2.2 Clauses 2 and 3 apply in respect of each Account you create or administer. You agree to provide true, accurate and complete information when creating an Account and to keep all Account information current and up to date.
- 2.3 VALD may, in its sole discretion, accept or reject any request to create or access an Account. In general, VALD will only reject a request to create or access an Account where it reasonably believes that the applicant or existing user has breached, or is reasonably likely to breach, these Terms.
- 2.4 When creating an Account, you must not misrepresent your age and must not select or use a username that:
 - (a) is the name of another person; or
 - (b) infringes any Intellectual Property Rights, privacy or other rights of any person.
- 2.5 You, as the user of the Account, are solely responsible for all activities that occur under the Account and for maintaining the confidentiality and security of your Account credentials. You must not use another person's or Client's Account or use their personal information to register for the Services, without their explicit permission. Where an Account is created or administered by you as an Authorized User, you are responsible (on behalf of that Client) for all access to, and use of, the Services through the Account.
- 2.6 Subject to any applicable Subscription Agreement and VALD's legal and record-keeping obligations, you may delete your Account, either directly or by request to support@vald.com. Where your Account or profile is administered by a Client, your request may need to be directed to, or actioned by, that Client.

3. ELIGIBILITY

- 3.1 VALD may create an Account upon request by a Data Subject, the Client or an Authorized User.

- 3.2 The Client or an Authorized User, through their use or administration of an Account, may create, administer or manage the following, and control the level of access and features made available to them:
- (a) additional Accounts for other Authorized Users; and
 - (b) 'profiles' for Data Subjects.
- 3.3 Minors (as defined below) may only access or use the Services with the prior consent of a parent or legal guardian. If an Account or 'profile' under an Account is created for an individual under the age of 18 (or any higher age of majority or age of digital consent that applies in their jurisdiction) (a '**Minor**')
- (a) if you are the Client and/or an Authorized User creating the profile or requesting VALD to create the profile under your Account, you represent, warrant and agree that:
 - (i) you have, in accordance with applicable law, obtained the consent of the Minor's parent or legal guardian that is necessary or required by the applicable law, and will maintain a verifiable record of that consent; and
 - (ii) as the Client or Authorized User (as applicable), you remain legally responsible for all access to and use of the Services by that Minor; and
 - (b) subject to clause 3.4, if an Account is created for the Minor directly (including under clause 2.1(a)), it may only be created and used with the consent of the Minor's parent or legal guardian, who agrees to these Terms on the Minor's behalf and is responsible for the Minor's use of the Services; and
 - (c) if a profile is created for the Minor by a Client or Authorized User, the Minor may only access or use the Services if the consent required under paragraph (a) has been obtained.
- 3.4 Children under the age of 13 may not create an Account directly.
- 3.5 VALD may, in its sole discretion, refuse to offer the Services to any person or entity or change its eligibility criteria at any time. Your right to access the Services is automatically revoked where your access or use of the Services is prohibited by these Terms, applicable law or where providing the Services would conflict with any law, rule or regulation.
- 3.6 VALD may rely on your representations under this clause and is not responsible for verifying the age of users or the validity of any parental or guardian consent.

4. NO MEDICAL ADVICE

THE SERVICES ARE PROVIDED TO SUPPORT AND ENHANCE YOUR EXPERIENCE USING VALD PRODUCTS, AND TO SUPPORT (NOT REPLACE) THE JUDGMENT OF QUALIFIED PRACTITIONERS. THE SERVICES, AND ANY CONTENT DISPLAYED VIA THE SERVICES, WHETHER PROVIDED BY VALD OR A THIRD PARTY, DO NOT PROVIDE MEDICAL ADVICE AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR (I) ADVICE, DIAGNOSIS OR TREATMENT FROM A QUALIFIED DOCTOR OR OTHER HEALTHCARE PROFESSIONAL OR (II) A VISIT, CALL OR OTHER CONSULTATION WITH A HEALTHCARE PROFESSIONAL. THE SERVICES DO NOT AND ARE NOT INTENDED TO DIAGNOSE, TREAT OR PREVENT ANY MEDICAL CONDITION. USE OF THE SERVICES, OR COMMUNICATION WITH VALD BY ANY MEANS, DOES NOT CREATE ANY DOCTOR-PATIENT OR OTHER HEALTHCARE PROVIDER-PATIENT RELATIONSHIP WITH VALD. IF YOU HAVE HEALTH RELATED QUESTIONS, THEN PLEASE CONTACT YOUR HEALTHCARE PROFESSIONAL. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THE SERVICES, AND YOU SHOULD NOT USE THE SERVICES OR ANY CONTENT ON THE SERVICES AS A SUBSTITUTE FOR PROFESSIONAL DIAGNOSIS OR TREATMENT OF A HEALTH PROBLEM. IF YOU ARE A PRACTITIONER USING THE SERVICES, YOU REMAIN SOLELY RESPONSIBLE FOR ALL CLINICAL ASSESSMENTS, DIAGNOSES, TREATMENT AND OTHER PROFESSIONAL DECISIONS, AND FOR EXERCISING YOUR OWN INDEPENDENT PROFESSIONAL JUDGMENT.

5. INTELLECTUAL PROPERTY

- 5.1 VALD's software, text, graphics, images, video, audio, data and other material are made available to you through the Services (collectively referred to as the '**Content**'). You may use the Services, including its

Content, only for the purpose of using the Services and in any other manner expressly permitted under these Terms.

- 5.2 All Intellectual Property Rights in the Services, including all Content, are owned by or licensed to VALD. Nothing in these Terms constitutes a transfer of any Intellectual Property Rights to you. If you are a Client or Authorized User, the intellectual property provisions of the Subscription Agreement (including those dealing with ownership of, and rights to use, data and other materials) apply and prevail over this clause 5 to the extent of any inconsistency. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content.
- 5.3 You grant VALD a non-exclusive, worldwide, royalty-free license to host, store, copy, process, display and transmit any data, Client Content and other material you upload to or make available through the Services, to the extent necessary to provide, secure and support the Services and as otherwise permitted by these Terms (including clauses 10.5 and 11.2).
- 5.4 Subject to these Terms, VALD grants you a non-exclusive, non-transferable, non-sublicensable limited license to access and use (including to download and display locally) the Content and the software and applications made available through the Services (including the Apps) solely for the purposes of using the Services. Except as expressly permitted under these Terms, you must not sell, license, rent, otherwise use or exploit any Content or the Services for any public or commercial use (other than use of the Services by a Client and its Authorized Users for the Client's internal business purposes), or in any way that infringes or violates any third party right.
- 5.5 Without limitation to any clause in these Terms, the following activities are prohibited:
- (a) collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited emails or other communications;
 - (b) using the Services in any manner that, in our sole judgment, degrades the reliability, speed, or operation of the Services for you or any other person, or any underlying hardware or software thereof; and
 - (c) using web scraping, web harvesting, or web data extraction methods in relation to the Services or Content, even where a Client or Authorized User purports to give permission, unless expressly authorized in writing by VALD.
- 5.6 If you breach any part of these Terms, your permission to access and/or use the Content and Services automatically terminates and you must immediately destroy any copies of the Content in your possession or control.
- 5.7 The Services may include access to links to, and content and data from, third-party websites or services ('**Third-Party Services**'). These Third-Party Services are provided solely as a convenience to you, and do not constitute an endorsement by us of the content on such Third-Party Services. Those Third-Party Services may be subject to separate legal terms and conditions between you and the relevant third party. To the maximum extent permitted by law, VALD does not accept any responsibility or liability for the Third-Party Services.

6. CHANGES TO THE SERVICES

- 6.1 VALD reserves the right to modify, change, discontinue or disable the Services or any part of them (on a permanent or temporary basis) at any time, including when updates are required in the ordinary course of developing and improving our Services or if we need to adapt to new technologies.

7. SUSPENSION AND TERMINATION

- 7.1 We may immediately suspend or terminate your Account without notice to you if:
- (a) you materially breach these Terms;
 - (b) you use the Services for any unlawful purpose;
 - (c) your use of the Services is, in our reasonable opinion, likely to infringe the legal rights of any other person;
 - (d) your use of the Services is reasonably likely to cause material reputational harm to VALD, as determined by us acting reasonably; or

- (e) if you are a Client or Authorized User, the applicable Subscription Agreement expires or is terminated or suspended.

7.2 In the circumstances described in clause 7.1 above, VALD may (at its option, and without limiting the remedies available to it in any way) terminate these Terms with you and/or bar you from accessing the Services on a permanent or temporary basis. If this occurs, you must not access or use the Services during the period of your suspension.

8. APPROPRIATE USE

8.1 You must not use the Services:

- (a) in a way that breaches applicable privacy or data protection laws, including:
 - (i) if you are a Client or Authorized User, collecting, recording, uploading, using or sharing Personal Data through the Services without providing the Data Subject with any required notices and without having (and documenting, where required) a valid lawful basis (including consent where required) for that processing; or
 - (ii) if you are a Data Subject, using the Services if you believe you have not been provided with required notices or (where required) your consent has not been obtained. If you are a Data Subject and you have concerns, you must stop using the Services and contact the relevant Client/administrator or VALD;
- (b) for any illegal, harmful or abusive activity, or for any activity that may bring VALD's reputation into disrepute. Without limiting the foregoing, you must not:
 - (i) use the Services in any way that infringes, misappropriates, or violates the rights of any person;
 - (ii) modify, copy, lease, sell, sublicense, or distribute any part of the Services;
 - (iii) attempt to, or assist any person to, reverse engineer, decompile, or otherwise discover the source code or underlying components of the Services (including any models, algorithms or systems), except to the extent such restriction is prohibited by applicable law;
 - (iv) automatically or programmatically extract data or Output (as defined in clause 11.1(a) below) from the Services;
 - (v) represent any Output as being human-generated where that is not the case;
 - (vi) interfere with, disrupt, or compromise the operation or security of the Services, including by circumventing any rate limits, restrictions, protective measures, or safety mitigations; or
 - (vii) use any Output to develop, train, or improve any artificial intelligence, machine-learning, or similar models, including any models that compete with or seek to replicate VALD's artificial intelligence or machine-learning models;
- (c) to upload, transmit or send any material that is, or may be reasonably considered likely to be:
 - (i) false, misleading, deceptive, fraudulent, abusive, harassing, threatening, defamatory, offensive, humiliating, vulgar, obscene, pornographic, racist, discriminatory, invasive of another's privacy, criminal or illegal, inciting another person to do any of those things;
 - (ii) an infringement of the Intellectual Property Rights of another party;
 - (iii) a disturbance to or damaging to the Services, the Apps or its Content; or
 - (iv) otherwise breaches these Terms;
- (d) to upload, transmit or send any advertising, promotional materials or similar materials without the express written consent of VALD;
- (e) to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or
- (f) to collect or upload any Personal Data about an identifiable individual other than yourself, unless you have provided that individual with all required notices and have a valid lawful basis (including, where required, the consent of that individual or their parent or legal guardian) under all applicable privacy and data protection laws.

- 8.2 Without limiting the other rights available to VALD, VALD may remove any material from the Services, the Apps or the Content if VALD reasonably believes that there is a risk of a breach of this clause 8.
- 8.3 You must not violate or attempt to violate the security of, or otherwise hack into or attempt to hack into, the Services, the Apps, VALD's computer systems or the computer systems of other users. In this clause **'hack'** means any unauthorized access, malicious damage and/or interference and includes, without limitation, spamming, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website or app.
- 8.4 Without limiting clauses 8.1 to 8.3 above, you must comply with all applicable laws, regulations, codes or standards when using the Services.

9. THIRD-PARTY CONTENT AND PLATFORM SERVICES

- 9.1 The Services may enable you to upload, access, link to, or view content hosted via third-party platforms (including Dropbox) (**'Third-Party Platforms'**). Such Third-Party Platforms operate independently of VALD and are governed by their own terms and conditions.
- 9.2 Any content made available via Third-Party Platforms is provided by the Client or Authorized User who uploads or links to that content (**'Client Content'**). The Client or Authorized User is solely responsible for the accuracy and fitness for purpose of that content.
- 9.3 To the maximum extent permitted by law, VALD does not monitor, control, or verify Client Content and makes no representations or warranties as to its accuracy, reliability, or suitability for any particular purpose. Client Content does not constitute medical or professional advice and must not be relied upon as such.
- 9.4 The Client or Authorized User is solely responsible for ensuring that any Client Content it uploads, links to, or makes available through the Services complies at all times with:
- (a) applicable laws;
 - (b) the terms of any relevant Third-Party Platforms; and
 - (c) these Terms.
- 9.5 If you are a Data Subject accessing Client Content, you must only use the Client Content in accordance with the directions or advice of the Client or an Authorized User. To the maximum extent permitted by law, you are accessing and using any Client Content at your own risk, and VALD is not responsible for any loss, damage or harm arising from your access to or reliance on Client Content.

10. DATA COLLECTION, CONSENT, PRIVACY AND SECURITY

- 10.1 VALD is committed to protecting the privacy of everyone who uses the Services. Any Personal Data collected by or provided to VALD through the Services will be handled in accordance with these Terms, the Privacy Policy and the Data Processing Agreement (if applicable). Please carefully read VALD's Privacy Policy to learn how we protect and use such information, including information provided by or on behalf of you. VALD will take reasonable steps to protect Personal Data held through the Services from misuse, interference, loss and unauthorized access, modification or disclosure, but no system is completely secure. You must take reasonable steps to keep your devices and Account secure, and must notify VALD promptly at support@vald.com if you become aware of any actual or suspected unauthorized access to the Services or to Personal Data held through the Services. VALD will deal with any data breach in accordance with applicable law, the Privacy Policy and the Data Processing Agreement.
- 10.2 If you are accessing or using the Services as a Data Subject:
- (a) you (or, if you are a Minor, your parent or legal guardian on your behalf) provide your explicit consent for VALD to collect and process your Personal Data (including any health or other sensitive data obtained or generated through your use of the Services), for the purposes described in these Terms, the Data Processing Agreement (if applicable) and the Privacy Policy; and
 - (b) where you provide Personal Data about any other individual, you have obtained that individual's consent (or are otherwise lawfully permitted), for VALD to process their Personal Data (including

any health or other sensitive data obtained or generated through their use of the Services), for the purposes described in these Terms and the Privacy Policy.

10.3 If you are accessing or using the Services as a Client or an Authorized User:

- (a) you are responsible for determining what Personal Data is collected through the Services, the purposes for which it is used, and the lawful basis for that processing;
- (b) you are responsible for responding to requests from Data Subjects to access, correct or delete their Personal Data, and VALD will provide reasonable assistance in accordance with the Data Processing Agreement;
- (c) you must promptly notify VALD if a Data Subject withdraws their consent or objects to processing, or if you otherwise cease to have a lawful basis for VALD to process any Personal Data, and you must not upload or continue to process that Personal Data through the Services;
- (d) you remain responsible for creating and keeping any clinical, health or other records you are required by law or professional standards to keep, and the Services are not a substitute for your own records system;
- (e) you represent and warrant that:
 - (i) you have provided all required notices (including of the disclosure of Personal Data to VALD and its service providers, including outside Australia as described in clause 11.4) and obtained all required consents (where applicable) and other permissions to collect, upload and otherwise process Personal Data using the Services, including for VALD to process that Personal Data for the purposes described in these Terms, the Privacy Policy and any applicable Data Processing Agreement and Subscription Agreement;
 - (ii) VALD is legally permitted to process any data collected by or on behalf of the Client in accordance with these Terms, the Privacy Policy and the Data Processing Agreement;
 - (iii) you are authorized to provide instructions to VALD in relation to that processing, and the instructions contained in the Data Processing Agreement for VALD to process data collected by or on behalf of the Client are accurate, complete and provided with appropriate authority.

10.4 Where processing of your Personal Data is based on your consent, you may withdraw that consent at any time. Withdrawal does not affect processing that occurred before it, and may affect your ability to use certain features of the Services.

10.5 Unless otherwise provided by law or agreed in an applicable Subscription Agreement, VALD may use, and may de-identify, anonymize and aggregate, data collected through the Services for the purposes described in these Terms, the Privacy Policy, the Data Processing Agreement, and any applicable Subscription Agreement, including to provide the Services and, using identifiable data (subject to clause 11.3 and any applicable Business Associate Agreement) or de-identified, anonymized or aggregated data, to develop and improve the Services and to create VALD Insights (including normative reports for certain demographics). Subject to any applicable Subscription Agreement, VALD owns all right, title and interest in any de-identified, anonymized or aggregated data, and in any databases, benchmarks, normative data, analytics, insights and other materials that VALD creates by applying its expertise, methods and analysis to such data (**'VALD Insights'**), provided that VALD Insights do not identify, and are not reasonably capable of being used to identify, any individual or Client. VALD's rights in de-identified, anonymized or aggregated data and VALD Insights are perpetual and irrevocable, and continue after these Terms or any Subscription Agreement end.

11. ARTIFICIAL INTELLIGENCE AND ACCURACY

11.1 To the extent that any Apps include or make available artificial intelligence or machine learning features, including VALD AI (**'AI Features'**), and you access or use such AI Features through the Services, you acknowledge and agree that:

- (a) you may provide input into the AI Features (**'Input'**) and receive output generated by the Services based on that Input (**'Output'**). You are solely responsible for all Input you provide through the Services, including ensuring that it does not infringe any applicable law, third-party right, or these Terms. You represent and warrant that you have all rights, licenses, consents and permissions

(including from any individual identified in the Input) necessary to submit the Input and to permit its processing by VALD under these Terms;

- (b) you must only include in Input Personal Data (including health information) that is reasonably necessary for your use of the AI Features, and only where you have obtained all appropriate consents and permissions from the relevant Data Subject for that Personal Data to be included in Input and processed in accordance with clause 10;
- (c) Output is generated automatically and may be inaccurate, incomplete, misleading, inappropriate, or out-of-date. Output is provided “as is” and must not be relied upon as a sole source of factual information or as a substitute for professional or medical advice. VALD’s AI Features involve technologies that are rapidly evolving. Although VALD takes reasonable steps to improve the accuracy, safety and reliability of Output, VALD does not warrant or guarantee that Output is accurate, safe, reliable, or fit for any particular purpose;
- (d) AI Features (including any training, rehabilitation, return-to-play or other recommendations in Output) are general decision-support tools only. They are not a medical device, are not intended to diagnose, treat, cure, monitor or prevent any disease, injury or condition, and have not been registered with or approved by any regulator. Any recommendation in Output must be reviewed and confirmed by an appropriately qualified practitioner, exercising their own independent professional judgment, before it is acted on;
- (e) you are solely responsible for reviewing, validating, and assessing the suitability of any Output for your intended use, including ensuring appropriate human review prior to relying on, using, or sharing the Output;
- (f) you must not rely on Output as the sole basis for any decision that has legal, financial, medical or other materially significant effects on an identifiable individual, and must not use AI Features to make any such decision automatically without meaningful review by an appropriately qualified person;
- (g) if you are a Data Subject, Output is general information only and you should discuss it with your practitioner (and, if you are a Minor, with your parent or legal guardian) before acting on it. AI Features must not be used to seek urgent or emergency medical help. If you need urgent help, contact emergency services or a healthcare professional immediately; and
- (h) Output may include content that is incorrect, incomplete, harmful or offensive and does not represent VALD’s views. References to third-party products or services in Output do not constitute or imply any endorsement, sponsorship or affiliation by VALD.

11.2 As between you and VALD, and to the extent permitted by applicable law, you (or, if you are an Authorized User, the Client) retain all right, title and interest in the Input. VALD assigns to you (or, if you are an Authorized User, to the Client) all right, title and interest, if any, in and to the Output, excluding any Content or other Intellectual Property Rights of VALD incorporated in the Output. You grant VALD a non-exclusive, worldwide, royalty-free license to use Input and Output for the purposes set out in this clause 11.2 and clause 10.5, and VALD owns any VALD Insights created from them. Subject to any applicable Business Associate Agreement, this clause 11.2 prevails over any inconsistent provision of these Terms or a Subscription Agreement. Output may not be unique, and other users may receive similar Output. VALD may process the Input and Output for the purposes of providing, maintaining, developing, and improving the Services (but not training artificial intelligence or machine learning models), complying with applicable legal obligations, enforcing these Terms and our policies, and ensuring the security and proper functioning of the Services, in accordance with applicable privacy and data protection laws, the Privacy Policy, the Data Processing Agreement and any applicable Business Associate Agreement.

11.3 Despite clause 10.5 and clause 11.2, VALD will not use Input or Output to train artificial intelligence or machine learning models (including through any de-identified, anonymized or aggregated data or VALD Insights created from them), unless you or the Client agree otherwise.

11.4 VALD uses third-party artificial intelligence providers to operate certain AI Features. Input and Output may be transmitted to, and processed by, those providers on VALD’s behalf, solely to provide the AI Features and in accordance with the Privacy Policy, the Data Processing Agreement and any applicable Business Associate Agreement. VALD requires those providers not to use Input or Output to train or improve their own models.

- 11.5 VALD may monitor use of AI Features for safety, security and compliance with these Terms, impose usage limits, and modify, suspend or withdraw any AI Feature (in whole or in part) at any time. AI Features identified as 'beta', 'preview' or similar are provided for evaluation purposes, may be less reliable than other features, and may be changed or discontinued without notice.
- 11.6 You may opt out of VALD AI by emailing support@vald.com. If you are an Authorized User, an opt-out request will apply to, and disable VALD AI for, the Client's entire Account (including for all of the Client's Authorized Users), and you must be authorized by the Client to make that request. An opt-out request may be made at any time by a person authorized by the Client, including after other Authorized Users of the Client have accepted these Terms or started using VALD AI. If you are a Data Subject and do not want your Personal Data to be used with VALD AI, you should contact the Client that administers your profile (noting that VALD AI cannot be disabled for individual Data Subjects, and any opt-out by the Client will apply to the Client's entire Account) or, if your Account was created under clause 2.1(a), email support@vald.com. VALD will action opt-out requests within a reasonable time. Opting out does not apply to other AI Features that VALD reasonably considers necessary to provide the Services, and may limit the functionality of the Services.

12. WARRANTY DISCLAIMER

- 12.1 OTHER THAN AS EXPRESSLY STATED IN THESE TERMS OR AS REQUIRED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND VALD DOES NOT, AND ITS DIRECTORS, PERSONNEL, AGENTS, SUPPLIERS OR LICENSORS DO NOT, MAKE ANY SPECIFIC COMMITMENTS OR ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE SERVICES.
- 12.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VALD, NOR VALD'S AFFILIATES, EMPLOYEES OR PARTNERS, SHALL BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION CONVEYED TO USERS OF THE SERVICES OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. FURTHER, VALD MAKES NO WARRANTY THAT THE SERVICES WILL BE AVAILABLE ERROR FREE OR THAT THE SERVICES OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICES OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, VALD SHALL NOT BE RESPONSIBLE FOR THOSE COSTS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES AND THE CONTENT IS AT YOUR OWN RISK.
- 12.3 VALD MAY, FROM TIME TO TIME, CHANGE OR ADD TO THE SERVICES OR THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED IN THEM. HOWEVER, WE DO NOT UNDERTAKE TO KEEP THE SERVICES UPDATED. WE ARE NOT LIABLE TO YOU OR ANYONE ELSE IF ERRORS OCCUR IN THE INFORMATION ON THE SERVICES OR IF THAT INFORMATION IS NOT UP-TO-DATE.

13. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD VALD AND VALD'S SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, SUPPLIERS, PERSONNEL, PARTNERS AND LICENSORS HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS OR DEMANDS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OR RESULTING FROM (A) MATERIAL THAT YOU UPLOAD TO THE SERVICES, (B) ANY INPUT YOU PROVIDE OR YOUR USE OF ANY OUTPUT IN BREACH OF THESE TERMS, (C) YOUR BREACH OF THESE TERMS, (D) YOUR MISUSE OF THE CONTENT OR THE SERVICES, OR (E) YOUR VIOLATION OF ANY APPLICABLE LAW, EXCEPT TO THE EXTENT THE CLAIM IS CAUSED OR CONTRIBUTED TO BY VALD'S BREACH OF THESE TERMS OR NEGLIGENT OR WRONGFUL ACT OR OMISSION. WE SHALL PROVIDE NOTICE TO YOU OF ANY SUCH CLAIM, SUIT OR PROCEEDING. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER WHICH IS SUBJECT TO THIS CLAUSE. IN SUCH CASE, YOU AGREE TO COOPERATE WITH ANY REASONABLE REQUESTS IN ASSISTING OUR DEFENSE OF SUCH MATTER.

VALD WILL DEFEND YOU AGAINST ANY CLAIM BROUGHT BY A THIRD PARTY ALLEGING THAT YOUR ACCESS TO OR USE OF THE SERVICES IN ACCORDANCE WITH THESE TERMS INFRINGES THAT THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND WILL INDEMNIFY YOU AGAINST ANY DAMAGES AND COSTS FINALLY AWARDED AGAINST YOU, OR AGREED BY VALD IN SETTLEMENT, IN RESPECT OF THAT CLAIM, PROVIDED THAT YOU PROMPTLY NOTIFY VALD OF THE CLAIM, ALLOW VALD SOLE CONTROL OF ITS DEFENSE AND SETTLEMENT, AND PROVIDE ALL REASONABLE ASSISTANCE. VALD HAS NO

OBLIGATION UNDER THIS PARAGRAPH TO THE EXTENT THE CLAIM ARISES FROM (A) ANY INPUT, CLIENT CONTENT OR OTHER MATERIAL YOU UPLOAD TO THE SERVICES, (B) ANY OUTPUT, (C) ANY MODIFICATION OF THE SERVICES NOT MADE BY VALD, (D) THE COMBINATION OF THE SERVICES WITH ANY PRODUCT, SERVICE OR DATA NOT PROVIDED BY VALD, OR (E) YOUR BREACH OF THESE TERMS. IF THE SERVICES ARE, OR IN VALD'S OPINION ARE LIKELY TO BE, THE SUBJECT OF SUCH A CLAIM, VALD MAY, AT ITS OPTION, MODIFY OR REPLACE THE AFFECTED SERVICES SO THEY ARE NON-INFRINGEMENT, PROCURE THE RIGHT FOR YOU TO CONTINUE USING THEM, OR SUSPEND OR TERMINATE YOUR ACCESS TO THEM. THIS PARAGRAPH STATES VALD'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, FOR ANY THIRD-PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM AND IS SUBJECT TO CLAUSE 14.

14. LIMITATION OF LIABILITY

- 14.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL VALD BE LIABLE TO YOU FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE APPS OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, IN EXCESS OF USD 100, EVEN IF VALD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2 SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, VALD'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. WHERE THE AUSTRALIAN CONSUMER LAW APPLIES AND VALD'S LIABILITY FOR FAILURE TO COMPLY WITH A CONSUMER GUARANTEE MAY BE LIMITED, VALD'S LIABILITY IS LIMITED, AT VALD'S OPTION, TO SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

15. TERMINATION

Unless otherwise prohibited by law, and without prejudice to any other rights or remedies available to VALD, VALD may suspend or terminate any of the Services in accordance with clause 7, or otherwise on reasonable prior notice to you. Upon termination, all licenses granted to you hereunder shall terminate automatically, your right to use the Services shall cease and your Account(s), as defined above, will no longer be available to you through the Services.

16. GENERAL

- 16.1 **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by VALD, provided that the assignment does not materially diminish your rights under these Terms. These Terms will inure to the benefit of our successors and permitted assigns.
- 16.2 **Governing Law; Venue.** The laws applicable in the State of Queensland, Australia, govern these Terms. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia, and any courts competent to hear appeals from those courts.
- 16.3 **Severability.** If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- 16.4 **Non-waiver.** Failure by VALD to act on or enforce any provision of these Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.
- 16.5 **Subscription Agreement.** If you are a Client or Authorized User, your use of the Services is also governed by the Subscription Agreement. Access to and use of the Services by a Client and its Authorized Users is subject to, and arises under, the Subscription Agreement. If there is any inconsistency between these Terms and the Subscription Agreement, the Subscription Agreement prevails to the extent of the inconsistency (but only for the Client and its Authorized Users). Where VALD is a business associate of a Client under the Health Insurance Portability and Accountability Act

of 1996 (US) ('HIPAA'), VALD's business associate agreement with that Client (www.vald.com/legal/business-associate-agreement) ('**Business Associate Agreement**') applies to any protected health information (as defined under HIPAA) and prevails over these Terms to the extent of any inconsistency. The Data Processing Agreement applies to VALD's processing of Personal Data on behalf of a Client, Authorized User and any associated Data Subject (if applicable).

- 16.6 **Headings.** The section headings are provided merely for convenience and shall not be given any legal import.
- 16.7 **Survival.** All clauses of these Terms that, by their nature, should survive termination will survive termination including without limitation, the clauses entitled Intellectual Property, Data Collection, Consent, Privacy and Security, Artificial Intelligence and Accuracy, Warranty Disclaimer, Indemnity, Limitation of Liability and General (this clause).
- 16.8 **Contact.** If you have any questions regarding the Services, please contact VALD via support@vald.com. Otherwise, our mailing address is VALD, PO Box 3208, Newstead QLD 4006 Australia.
- 16.9 **Force Majeure.** VALD is not liable for any failure or delay in providing the Services to the extent caused by events beyond its reasonable control, including failures of third-party hosting, network or artificial intelligence providers.