

Website Terms of Use

Last updated September 2023

1. Introduction

InterPharma Pty Ltd ABN 19 099 877 899 of Suite 103, Level 1, 39 East Esplanade, Manly 2095, NSW Australia (**we, us** and **our**) operates the <https://www.interpharma.com.au/> website (**InterPharma Site**), and the ANSSER website <https://www.ansser.com.au/> (**ANSSER Site**) and <https://www.apomine.com.au/> website.

These Website Terms of Use (**Terms of Use**) set out legally binding provisions that apply to your use of the InterPharma Site and the ANSSER Site (together, the **Sites**) and the content that we make available via the Sites.

2. By using our Sites you accept these Terms of Use

By using our Sites, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our Sites.

3. We may make changes to these Terms of Use

We amend these Terms of Use from time to time. Every time you wish to use a Site, please check these Terms of Use to ensure you understand the terms and conditions that apply at that time.

4. We may make changes to our Sites

We may update and change our Sites from time to time to reflect changes to our products and/or services, our users' needs, changes in law and our business priorities, or for any other reason.

5. We may suspend or withdraw our Sites

Our Sites are made available free of charge.

We do not guarantee that our Sites, or any content on them, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Sites for business and operational reasons. Other than mandatory guarantees implied by law that cannot be excluded, we make no representations or warranties, express or implied, regarding the operation or availability of the Sites.

6. Eligibility to use our Sites

Our Sites are only made available to persons who have capacity to accept these Terms of Use as a legally binding contract.

7. ANSSER Site Access Code

Some of our content and resources related to our products and/or services on the ANSSER Site are only made available to relevant patients and healthcare professionals which they may access with a 4-digit code (**Code**). The Code is the last 4 digits of the barcode on the product that patients receive, or that is provided to the relevant healthcare professional. You must not share the Code with any third party, except if you are a patient, and then only as reasonably necessary for you to receive the content and resources that we make available on the ANSSER Site.

8. Personal Information

We adhere to the InterPharma Privacy Policy provided at ([Privacy Policy](#)) in respect of all your interactions with our Sites. You may use our Sites and download any information or materials without entering any personal information. We will not collect any personal information, or use any cookies, in relation to your use of our Sites.

9. How you may use material on our Sites

We are the owner or the licensee of all intellectual property rights in our Sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print and download extracts of any material from any of the webpages on our Sites for your personal use and you may draw the attention of others to content posted on our Sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics from such materials, separately from any accompanying text that we make available with that material.

Our status (and that of any identified contributors) as the authors of content on our Sites must always be acknowledged.

You must not use any part of the content on our Sites for commercial purposes without obtaining a licence to do so from us.

If you print off, copy or download any part of our Sites in breach of these Terms of Use, your right to use our Sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have downloaded, printed or otherwise made.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from the material we publish on our Sites.

10. We are not responsible for websites we link to

Where our Sites contain links to other sites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as an approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and your access to third party websites is entirely at your own risk and subject to the terms and conditions of use for those websites.

11. We are not responsible for viruses

We do not guarantee that our Sites will be secure or free from bugs or viruses or any other type of malicious code or software.

You are responsible for configuring your technology to access our Sites. You should use your own antivirus software.

12. Rules about linking to our Sites

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. The website from which you link to any of our Sites must not:

- contain any material which is defamatory, obscene, abhorrent, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;

- contain or promote sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any patent, trade mark, trade secret, copyright or other intellectual property or other rights of any other person;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy;
- be likely to deceive any person;
- promote any illegal activity, or advocate, promote or assist any unlawful act;
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including with us;
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Our Sites must not be framed or mirrored on any other sites, nor may you create a link to any part of our Sites other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Sites other than that set out above, please contact us at the contact details provided below.

13. Australian law applies to disputes

These Terms of Use, their subject matter and their formation, are governed by Australian law. You and we both agree that the courts in Australia will have exclusive jurisdiction in respect of any dispute concerning our Sites or these Terms of Use.

14. Our trade marks are registered

"INTERPHARMA" and all related names, logos, product and service names, designs and slogans are our trade marks or the trade marks of our affiliates or licensors. You must not use such marks without our prior written permission. Other names, logos, product and service names, designs and slogans on our Sites are the trade marks of their respective owners and are used by us under licence.

15. Prohibited uses

You may use the Sites only for lawful purposes and in accordance with these Terms of Use. You agree not to use our Sites:

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;

- to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or
- in breach of these Terms of Use.

Additionally, you agree not to:

- use the Sites in any manner that could disable, overburden, damage, or impair the Sites or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites;
- use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites;
- use any manual process to monitor or copy any of the material on the Sites or for any other unauthorised purpose without our prior written consent;
- use any automatic or manual process to reverse engineer or decompile any part of the Sites;
- use any device, software or routine that interferes with the proper working of the Sites;
- introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
- attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Sites, the server on which the Sites is stored, or any server, computer or database connected to the Sites;
- attack the Sites via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Sites.

We may report any of the activities above to the relevant law enforcement authorities. In the event of such a breach, your right to use our Sites will cease immediately.

16. Other terms and conditions

Additional terms and conditions may also apply to specific portions, services or features of the Sites. All such additional terms and conditions are incorporated by this reference into these Terms of Use.

Thank you for your interest in InterPharma Pty Ltd. To contact us, please email admin@interpharma.com.au or telephone 02 9976 6876.