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Oqea Frame

Instructions for Use (IFU)

This IFU is provided in English and supplied in electronic form for health professional users only.

Software Version:	V0.2.00
Date of issue:	Tuesday, 8 September 2025
Document Version:	V1.0
Revision history:	V0.1.1 Initial version - by Jenelle Dellar, Product Manager - 8/9/2025 V0.1.1 Updated - by Jenelle Dellar, Product Manager - 9/12/2025 V1.0 Updated - by Tatiana Kerber, Quality Lead - 30/01/2026
Revision Note	
V1.0	Editorial update to harmonise the regulatory statement of intended purpose with the ARTG-approved wording, and to replace references to "LLM" with "system" to ensure TGA-aligned, technology-agnostic terminology. No change to device function, intended use, or clinical workflow.



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1. Device identification and description

Software version: V0.2.00

Build/Release date: 12/02/2026

ARTG Identifier: 521927

2. Glossary

1. **Findings** - structured summaries generated by the system against diagnostic and non-diagnostic criterion
2. **Analysers** - a system-powered process of synthesising multiple clinical data sources to highlight relevant evidence for clinical evaluation aligned against DSM-5-TR Criteria.
3. **DSM-5-TR/DSM-5** - The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision
4. **Diagnostic Criteria** - Criteria as outlined in the DSM-5-TR that relate to the diagnostics of ADHD. Refer Section 6 for more.
5. **Non-Diagnostic Criteria** - Added contextual information relating to the history and functional assessment of the patient.
6. **Diagnostic Outcome** - a 'Met', 'Not Met' or 'Partially met' determination of the mental health conditions as determined by a practitioner.
7. **MFA** - Multi-factor authentication
8. **Assessments** - Clinically standardised questionnaires used to gather data securely via an online link, including patient assessments (self-completed), informant assessments (completed by a third-party) for both DSM-5-TR aligned Diagnostic and Non-Diagnostic Criteria.
9. **Clinical data sources** - referred to all references used by the Analyser in its synthesise and presentation of Findings, such as: assessment results, clinical notes, documentation like mental health treatment plans, patient data, and clinical interview transcripts.
10. **Practitioners** - Qualified professional clinicians who are an individual who is licensed, registered or otherwise authorised to provide healthcare services under applicable law, with appropriate clinical credentials to diagnose and treat mental health conditions, including psychiatrists, psychologists, mental health general practitioners and paediatricians with relevant expertise in mental health assessments.
11. **Ratification**: The process by which the practitioner must make an explicit decision and determination (or Diagnostic Outcome) on the Diagnostic Criteria.
12. **Outputs**: Either content that is generated by the system for review or artefacts that exported from the software, like letters, reports and assessment results.



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3. Intended Purpose and Users

Regulatory Statement of Intended Purpose

This software is intended to support qualified clinicians in their clinical reasoning and diagnostic assessment processes by collecting, organising, and structuring clinical assessment data according to established diagnostic criteria and clinical practice guidelines. The software does not replace clinical judgment and requires mandatory clinician review and ratification of all system-generated clinical content before finalisation.

Primary Function

The software supports practitioners in their clinical reasoning and diagnostic assessment process by:

- Collecting and organising multiple clinical data sources (patient assessments, informant assessments, diagnostic screening assessments, clinical notes, documentation like mental health treatment plans, and clinical interview transcripts)
- Structuring assessment findings according to the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR) diagnostic criteria and other established clinical practice guidelines
- Generating structured findings for each relevant diagnostic criterion, with clear attribution to assessment answers and point in time transcription evidence to facilitate efficient and systematic clinician evaluation and ratification.
- Collating all clinician-ratified findings into formatted reports for review and exporting for uploading to patient health records and sharing with patients, referrers, and other practitioners.



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Intended users

Intended professional clinical users

Qualified professional practitioners who are an individual who are licensed, registered or otherwise authorised to provide healthcare services under applicable law, with appropriate clinical credentials to diagnose and treat mental health conditions, including psychiatrists, psychologists, mental health general practitioners and paediatricians with relevant expertise in mental health assessments.

The software is designed for use in clinical settings where qualified practitioners conduct comprehensive mental health assessments, including private practices, hospital outpatient departments, and telehealth consultations in Australia.

Intended Patient Population

Adults aged 18+ who are undiagnosed for ADHD and seeking an assessment for the treatment of ADHD and who reside in Australia.

Consideration of using this tool for patients of this intended population is to be determined as per individual user's practice policy and practitioner's judgment.

The use of this software should be done strictly in accordance with the following documents that are provided to you for consent during the onboarding process:

- Oqea Privacy Policy
- Oqea End User License Agreement
- Oqea – Oqea Frame AI Policy

Refer Appendix A for these documents.



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4. Indications, Contra-indications and Limitations

Indications for Use

This tool is intended for professional practitioners to support the systematic review of symptoms that may be present in the diagnosis of ADHD.

Contra-indications

Do not use as a standalone diagnostic tool or without comprehensive clinical evaluation by a registered and qualified practitioner. Do not use for emergency decision-making.

Limitations

Outputs generated by the system rely on data completeness and quality; incomplete data or information provided with biased or inaccurate inputs can affect suggestions. The software does not cover any other mental health conditions but does look for evidence for four differentials. Clinical oversight is mandatory and the clinician remains the final decision-maker.

5. Warnings, Precautions, and Residual Risks

Warnings

Outputs are findings for consideration only and must be reviewed and validated by the clinician.

Privacy

Practitioner and patient consent to Australian Privacy Principles and Oqea's Privacy Policy is required before accessing the software and processing any patient data. Practitioner or other practice users must also agree to an AI Policy before accessing the software. [Refer Appendix A].

Data Security

Use strong authentication; do not share credentials. Multi-factor authentication (MFA) is enabled by default and will require you to enter a secure time-limited code on logging into the software.



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Precautions

It is the practitioner's responsibility to verify patient identity prior to initiating in-person or telehealth sessions, and to gather their consent to use ambient listening and transcription services in your consultations. It is also the practitioner's responsibility to select an appropriate third-party informant (e.g. family members or partners) to complete the assessment.

Professional practitioners or other practice users must also confirm that standardised assessment can be sent to the patients as part of their care pathway.

All users of the software must maintain network security and keep software versions up to date and use suitable hardware for a quality omni-directional microphone, access to the microphone via a browser and access the software on a secure and stable internet connection.

Residual Risks

Despite safeguards, risks may remain (e.g. the system may suggest evidence that is not relevant, does not surface data that is correct, or misinterprets inputs in presenting supporting findings), or transcription data may be lost if not recorded using the minimum requirements set out in this document. These are mitigated through mandatory practitioner oversight, transparent output explanations, and continuous software updates.

6. Instructions for Use

System Overview

The software provides a structured workflow that guides practitioners through clinical assessment processes and organises findings according to established diagnostic criteria under the DSM-5-TR.

The system generates structured summaries, or findings, for each relevant diagnostic and non-diagnostic criterion, all of which require mandatory practitioner review and ratification.

Findings can be excluded, edited or the practitioner can add a new finding manually. Once findings and its evidence are ratified, the practitioner can use this information to decide a diagnostic outcome against each of the Diagnostic Criteria. A diagnostic outcome must be selected. Following this decision, the



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system generates formatted reports for review and refinement. When the report has been reviewed, it can be uploaded to patient health records.

Analysers

The system contains three DSM-5-TR Criteria aligned analysers: symptom, differential and summaries.

DSM-5 Symptom Analyser

1. Criteria A1 - Inattentive Symptoms (9 symptoms)
2. Criteria A2 - Hyperactive-Impulsive Symptoms (9 symptoms)
3. Criteria B - Childhood Onset (18 symptoms)
4. Criteria C - Cross-Setting Symptoms (18 symptoms)
5. Criteria D - Functional Impairment (18 symptoms)

DSM-5 Symptom Analyser will consider each symptom 18 times (once per Criteria A1- Inattentive and Criteria A2 - Hyperactive symptom) before looking for evidence of the symptom within the data sources, considering the age (Criteria B), setting (Criteria C) and impairment (Criteria D).

Symptoms

A1	Often fails to give close attention to details or makes careless mistakes in schoolwork, at work, or during other activities (e.g., overlooks or misses details, work is inaccurate).
A2	Often has difficulty sustaining attention in tasks or play activities (e.g., has difficulty remaining focused during lectures, conversations, or lengthy reading).
A3	Often does not seem to listen when spoken to directly (e.g., mind seems elsewhere, even in the absence of any obvious distraction).
A4	Often does not follow through on instructions and fails to finish schoolwork, chores, or duties in the workplace (e.g., starts tasks but quickly loses focus and is easily sidetracked).
A5	Often has difficulty organising tasks and activities (e.g., difficulty managing sequential tasks; difficulty keeping materials and belongings in order; messy, disorganised work; has poor time management; fails to meet deadlines).
A6	Often avoids, dislikes, or is reluctant to engage in tasks that require sustained mental effort (e.g., schoolwork or homework; for older adolescents and adults, preparing reports, completing forms, reviewing lengthy papers).



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A7	Often loses things necessary for tasks or activities (e.g., school materials, pencils, books, tools, wallets, keys, paperwork, eyeglasses, mobile telephones).
A8	Is often easily distracted by extraneous stimuli (for older adolescents and adults, may include unrelated thoughts).
A9	Is often forgetful in daily activities (e.g., doing chores, running errands; for older adolescents and adults, returning calls, paying bills, keeping appointments).

H1	Often fidgets with or taps hands or feet or squirms in seat.
H2	Often leaves seat in situations when remaining seated is expected (e.g., leaves his or her place in the classroom, in the office or other workplace, or in other situations that require remaining in place).
H3	Often runs about or climbs in situations where it is inappropriate. (Note: In adolescents or adults, may be limited to feeling restless).
H4	Often unable to play or take part in leisure activities quietly.
H5	Is often “on the go” acting as if “driven by a motor” (e.g., is unable to be or uncomfortable being still for extended time, as in restaurants, meetings; may be experienced by others as being restless or difficult to keep up with).
H6	Often talks excessively.
H7	Often blurts out an answer before a question has been completed (e.g., completes people’s sentences; cannot wait for turn in conversation).
H8	Often has trouble waiting his/her turn (e.g., while waiting in line).
H9	Often interrupts or intrudes on others (e.g., butts into conversations, games, or activities; may start using other people’s things without asking or receiving permission; for adolescents and adults, may intrude into or take over what others are doing).

DSM-5-TR Differential Analyser

1. Criteria E - Differential Diagnosis

DSM-5-TR Differential Analyser will consider each of the four differentials below. It will then look for evidence across all data sources for any information that may indicate a differential disorder.

The 4 sub analysis areas are:

- a. Mood Disorder
- b. Anxiety Disorder
- c. Stress Disorder
- d. Cognitive Disorder



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Non-Diagnostic Summariser

The Non-Diagnostic Summariser considers eight different areas and look for evidence across all data sources for any relevant information pertaining to the following fields:

- e. History
 - i. Medical and Family History
 - ii. Physical Health History
 - iii. Mental Health History
- f. Functional
 - i. Trauma
 - ii. Risk
 - iii. Cognitive
 - iv. Social
 - v. Self-Concept

These are considered 'non-diagnostic' as they do not require a diagnostic outcome to be determined by the practitioner. Rather, relevant information about these areas of the patient's life is surfaced as relevant for outputs.

Assessments

The system uses the following standardised assessments as data sources:

1. ASRS (Adult ADHD Self-Report Scale)

Purpose: Screening tool for adult ADHD symptoms

Structure:

- Section A: 6 questions (inattentive symptoms)
- Section B: 12 questions (hyperactive-impulsive symptoms)

Used By: Symptom analyser

2. Experiences Assessment

Purpose: Detailed symptom assessment across different life periods

Types:

- Child Assessment: Childhood experiences (prior to age 12)
- Adult Assessment: Current adult experiences
- Informant Assessment: Reports from family members/partners

Structure: Questions mapped to DSM-5-TR symptoms (A1-A9, H1-H9)

Settings Classification: Responses classified by setting (Home, School, Work)

Used By: Symptom analyser

3. WFIRS (Weiss Functional Impairment Rating Scale)

Purpose: Measures functional impairment across life domains

Domains: Family, Work, School, Life Skills, Self-Concept, Social, Risk

Used By: Symptom analyser



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4. DASS-21 (Depression Anxiety Stress Scales)

Purpose: Measures depression, anxiety, and stress symptoms

Structure: 21 items across 3 subscales

Subscales:

- Depression (mood disorders)
- Anxiety (anxiety disorders)
- Stress (stress-related disorders)

Used By: Differential analyser (mood, anxiety, stress sub-analysers)

5. WHO-5 (World Health Organisation Well-Being Index)

Purpose: Measures subjective well-being

Structure: 5 questions

Scoring: Total score (0-25)

Used By: Differential analyser (mood, anxiety, stress sub-analysers)

6. Medical History

Purpose: Comprehensive medical and psychiatric history

Content: Past diagnoses, medications, treatments, family history

Used By: Differential analyser, Medical and family history, physical health history summarisers

Clinical Workflow

Step 1: How to set up your account

- An Oqea Administrator will send an email invite to an email address of a primary contact of the practice. This email contains a random temporary password that is required to set up access to the user's account.
- The user will then be required to set their own password. We recommend setting passwords that are secure and contain a mix of case, special characters, numbers and a minimum length of 8-10 characters.
- The first user of an account can invite other users within their practice according to a role and permission they set.
- Two-factor authentication is enabled by default and will require the user to enter a secure code sent to the email used for their account settings to access the software.
- Upon logging in for the first time, all practice users will be required to accept the Oqea's End User Agreement, Privacy Policy and Oqea Frame AI Policy. Agreeing to these terms is mandatory and the software cannot be accessed without agreement.
- Upon accessing an invite to complete an assessment for the first time, a patient will be required to accept Oqea's Privacy Policy. Agreeing to these



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terms is mandatory and the assessments cannot be accessed without agreement.

Step 2: How to create a patient

- Upon successful login, practitioner or reception roles can add a new patient by selecting an 'Add' button on the Patient management table.
- Adding a patient requires entering relevant contact information for the purposes of sending assessments and assessment reminders and any future correspondence and links the practitioners to the patient's care team.
- The system creates a secure and unique patient record which can be accessed from the Patient Management table.

Step 3: How to upload a document

- Clinician or administrative staff uploads any other relevant documentation to the patient's record. This is optional and can be skipped if no documentation exists.
- Files supported are jpg, jpeg, png, pdf, doc, docx (max 20 MB each)

Step 4: Assessment management

- The clinician or administrative staff selects and distributes appropriate screening assessments to the patient and informants.
- Assessments are delivered by email or SMS and completed online. On first time access, the patient is required to consent to the Privacy Policy [Refer Step 1].
- System tracks completion status for clinician review
- Once completed, assessment results can be viewed, printed or downloaded to be saved to the practitioner's Practice Management System.

Step 4: Patient consultation

- The Practitioner can conduct clinical interview in-person, or via Telehealth.
- In either session type, the practitioner can optionally enable AI Ambient Listening to generate a real-time transcription of the conversation audio. This operates in the background without interfering with clinical interaction.
- If the Practitioner wishes to use ambient listening in session, they are required to ensure the patient has provided informed consent. The Practitioner is provided some information from within the app about the



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handling and storing of transcription data to help support any patient enquiry.

- The clinician can add notes or observations to supplement the transcription.
- Practitioners are advised to select the suitable microphone hardware for clear detection of audio. We advise omni-directional, long-distance microphones, like Audio-Technica ATR4697 for more reliable performance.
- Practitioners are also advised to allow connection of your microphone to your device through your website browser.
- If Ambient Listening is enabled and audio is not detected for 30 consecutive seconds, the software will warn the user to check their settings. Similarly, if the practitioner or patient mutes the microphone while an ambient listening session is in progress, warnings will appear notifying the user to unmute their microphone.

Step 5: Review references

- Once assessments are completed and an in-session appointment is transcribed, the Practitioner is directed to review the status of all reference material and decides if they are happy to proceed to use this data in the analysis.
- Some data points may be incomplete. This will not prohibit the practitioner from proceeding, but incomplete data will impact the quality of the result. The Practitioner is provided with on-screen warnings about the accuracy of insights being impacted by incomplete references.
- An indicator of confidence and level of expected accuracy based on the completeness of data is provided to help guide the practitioner on whether they wish to proceed to the analysis or follow up the patient or informant.

Step 6: How to review the History and Functional Assessment sections

- After the practitioner user initiates a preliminary analysis based on the complete sources that will be used (Step 4) they are directed to review the History (Physical, Medical and Mental Health) and Functional (Trauma, Risk, Cognitive, Social, Self-Concept) sections.
- Within each of these areas, a preliminary structured finding is presented, based on the evidence from the relevant sources, i.e. any uploaded documentation, medical history assessments, interview transcripts and any clinical notes or observations provided by the clinician.
- Each summarised finding is supported by the relevant evidence so that the clinician can review if the finding is accurate. The evidence is directly correlated to a reference, e.g. Transcript at 18:35, or Clinical Note 11/02/2025. To view the evidence to support this finding, the clinician clicks



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on the data source listed to view the raw data contextually within the full record.

- Upon reviewing the evidence or finding, the clinician can edit any details if they deem them inaccurate.
- A clinician can also remove any finding that they deem irrelevant, inaccurate or otherwise does not align with clinical judgement.
- If an insight or relevant data is absent, the clinician can manually add their own finding to supplement all others.
- If the clinician wishes to include other background information they deem relevant e.g. General History, Employment History etc, they can add additional freeform analysis to be included in the overall reporting to support ongoing treatment of the patient.

Step 7: How to review the Symptoms

- After completing the History and Functional Assessment review, the Practitioner is directed to review the supporting evidence for 18 symptoms – 9 symptoms for A1 (Hyperactivity) and 9 symptoms for H2 (Inattentiveness), as aligned with the DSM-5-TR, Criteria A.
- All symptoms are 'Pending Review' by default.
- For each symptom, the system will display if the symptom relates to the DSM-5-TR Criteria i.e. Criteria B (Present in Childhood), Criteria C (Present in Multiple Settings) and Criteria D (Interferes with functioning) as 'tags'. Some tag examples include "Home" or "Work" for Criteria C, or "Occupational" or "Social" for Criteria D.
- The Practitioner can view which of the supporting references relate to each tag to deem if the tag is accurate.
- If a relevant tag relating to a Criteria is missing, the Practitioner can manually add/remove a tag if they deem this relevant.
- If a tag is added but upon reviewing the supporting references, the Practitioner decides it is inaccurate or not relevant, they can remove any tag.
- Similar to Step 6, each summarised finding is supported by the relevant evidence so that the clinician can review if the finding is accurate.
- A clinician can also exclude any finding that they deem irrelevant, inaccurate or otherwise does not align with clinical judgement.
- Excluded findings can be easily readded by the practitioner, allowing them to maintain control and reverse previous decisions. If an insight or relevant data is absent, the clinician can manually add their own finding to supplement all others.
- Having viewed all supporting references, the Practitioner is required to set a 'Met', 'Partially Met' or 'Not Met' rating for each of the 18 symptoms.

Step 8: How to review the differentials

- Having completed the review of all 18 symptoms, the Practitioner is guided to review if the symptoms are not better explained by another mental disorder (Criteria E – Differential Diagnosis).
- There are four other Differential areas: Mood, Anxiety, Trauma/Stress and Cognitive. Similar to Step 6, each summarised finding per each Differential Disorder is supported by the relevant evidence so that the clinician can review if the finding is accurate, and they are able to edit, remove or add their own tag or finding.
- Having viewed all supporting references, the Practitioner is required to set a rating from the following options, for each of the four Differentials. The definitions of each rating are provided to help guide the practitioner. They are:
 - Absent
There is no evidence of a clinically significant mood disorder.
 - Complex
There is significant symptom overlap, and the mood disorder both contributes to and co-occurs with ADHD symptoms. Both may be valid, and symptoms are intertwined.
 - Comorbid
The mood disorder is present alongside ADHD, but it does not explain the core symptoms of ADHD. Both diagnoses are likely valid.
 - Inconclusive
Evidence is insufficient, conflicting, or unclear to determine the relationship between the mood disorder and ADHD symptoms
 - Differential
There is sufficient evidence to conclude that the ADHD symptoms are better explained by a mood disorder. ADHD should not be diagnosed.

Step 9: Understanding the Criteria Summary

- Following the Symptom and Differential review, a list of all DSM-5-TR Criteria is listed showing the total 'Met' symptom ratings of the total available ratings. This reflects what the Practitioner has previously selected at (Step 7 and Step 8).
- This is against Criteria:
 - Criteria A1 – Inattentive
 - Criteria A2 – Hyperactive/Impulsive
 - Criteria B – Present in childhood



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- Criteria C – Present in multiple settings
 - Criteria D – Interferes with functioning
 - Criteria E – Not better explained elsewhere
- Given this data, the Practitioner is required to select from a dropdown list the overall Diagnostic Outcome for each criterion.
- The Practitioner will also see a count of each of the symptoms that they associated with the criteria on the previous steps. E.g. 6 of 9 Inattentive symptoms met.
- A Practitioner can view the supporting references and associated evidence for each of the 'Met' symptoms and will be directed back to Step 7 if they wish to make any changes to Symptom ratings.

Step 10: Select report and preview output

- After completing a diagnostic review, the practitioner selects an audience, format and type of documentation to be generated and other optional sections and appendices to be added (e.g. all Assessment Results).
- The system then generates outputs in the desired format, for clinical review. All outputs allow direct text editing, so any system-generated text can be updated directly to reflect clinical judgement.
- The system will also provide a “validation score” which is generated by looking at the claims made in the report and comparing them to the previously approved symptom, differential and summary references. To improve transparency, any areas for review will be highlighted and reflected in the final validation score.
- After all sections are reviewed and ratified, the clinician must explicitly publish the generation of the final clinical documentation (reports, letters, etc)
- Final report reflects clinician's professional judgement as informed by (but not determined by) system-generated recommendations
- Documentation can then be exported for medical records integration.

7. Technical Specifications and Requirements

System Requirements

No installation is necessary as a Cloud-based SaaS solution.

Supported browsers: Chrome, Edge and Safari. Firefox is not supported.

Screen resolution: Optimised for laptop screens resolution full HD (1920x1080) or



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1080p but is responsively designed. Completing assessments is optimised for mobile.

Internet: Practitioners are expected to use a secure and stable internet connection to support Telehealth video conferencing.

Interoperability

No direct integration exists via in API to any practice management systems. The final ratified report can be exported in PDF format.

8. Storage, Handling, Maintenance

Data Storage & Backups

Patient data stored encrypted at rest and in transit; backups to be performed daily.

Retention per applicable Australian laws. All data is retained indefinitely. Audit log to be developed.

Software Updates

Updates to be delivered automatically on a fortnightly basis; release notes to be provided. Maintain version control and application audit logs.

Handling

Use only on secure clinic devices; avoid public/shared computers.

9. Disposal / Decommissioning

- In future, we will enable users to deactivate user accounts.
- We may support permanent deletion of cloud data via frame.support@oqea.com request, if appropriate.

10. Performance and Clinical Validation

Intended performance

Reduce clinician report preparation time while supporting consistent DSM-5 alignment for ADHD assessments.



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Validation approach

Internal testing with test data, prospective internal pilot with Psychologists and Psychiatrists at Salvado (an Oqea company), in-app surveys, Google Analytics, and 1:1 user feedback sessions.

Known limitations

Performance depends on input quality; not validated for differential diagnoses beyond ADHD unless specified.

Adverse Events and Complaint Handling

Healthcare practices should follow Australian and State and Territory reporting requirements and their own practice policies.

11. Manufacturer Details

Manufacturer: Oqea Pty Ltd, 230 Rokeby Road, Subiaco Western Australia 6008
Contact: frame.support@oqea.com



Appendix A

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AI Policy – Oqea Frame

1. BACKGROUND

- 1.1 This policy applies to your use of Oqea Frame made available by Oqea Pty Ltd (ACN 628 016 491) (ABN 50 628 016 491) of 230 Rokeby Rd, Subiaco WA 6008 (Oqea) through the Platform (Policy).
- 1.2 By accessing or using Oqea Frame, the Professional acknowledges and agrees that:
 - (a) they have read, understood and accepted the terms of this Policy; and
 - (b) this Policy:
 - (i) is legally binding on the parties and governs the use of Oqea Frame;
 - (ii) applies in addition to the terms of the End User Licence Agreement (EULA) governing your general use of the Platform (available here); and
 - (iii) is specific to your use of Oqea Frame, and sets out additional terms, responsibilities and limitations relating to its functionality.
- 1.3 All capitalised terms used in this Policy have the meaning given to them in the EULA, unless otherwise defined in this Policy.

2. OQEA FRAME

Nature of Oqea Frame

- 2.1 The Professional acknowledges and agrees that Oqea Frame:
 - (a) is a decision support and clinical reasoning assistance tool designed for use by professionals;
 - (b) supports the diagnostic process but must not be relied upon or considered as a diagnostic tool; and
 - (c) is not a substitute for independent clinical expertise, professional judgement, or patient-specific assessment.
- 2.2 The Professional acknowledges and agrees that AI outputs are generated using algorithms and available data, and may not always be complete, accurate, or up-to-date.

Disclaimer

- 2.3 The Professional acknowledges and agrees that:
 - (a) Oqea Frame is not a medical device;
 - (b) the data generated from Oqea Frame does not constitute medical advice, diagnosis, or treatment; and
 - (c) the Professional retains full responsibility for verifying all AI-generated outputs and for all decisions made in relation to patient care.

Professional's responsibilities

- 2.4 The Professional acknowledges and agrees to:
 - (a) take all necessary steps to confirm the accuracy, reliability, and applicability of AI-generated outputs before relying on them in any clinical or professional context;
 - (b) apply their own independent knowledge, expertise, and clinical judgement when making decisions, and not rely on AI outputs as determinative or conclusive; and



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- (c) ensure that their use of the Platform and Oqea Frame is consistent with applicable laws, regulations, clinical guidelines, professional codes of conduct, and ethical obligations relevant to their practice.

2.5 The Professional acknowledges that they remain solely and fully responsible for all decisions, actions, and outcomes arising from their use of the AI functionality, including the care and treatment of patients.

3. INTELLECTUAL PROPERTY

3.1 All title, ownership rights and Intellectual Property Rights, including copyright in relation to the Oqea Frame tool is owned or used under licence by Oqea.

3.2 Any Intellectual Property Rights in the data generated from Oqea Frame shall exclusively belong to Oqea. Oqea grants the Professional a non-exclusive, royalty free licence to use such Intellectual Property and data for the purposes of providing its services to its patients.

3.3 The Professional's patient data and background IP shall remain the exclusive property of the Professional, unless otherwise agreed in writing. The Professional grants Oqea a non-exclusive, royalty free licence to use such patient data and background IP for the purposes of product development, training and fine-tuning of Oqea Frame.

4. LIABILITY & INDEMNITY

4.1 To the maximum extent permitted by law, Oqea is not liable for any loss, damage, or expense arising from the Professional's use of, or reliance on, Oqea Frame or its AI-generated outputs

4.2 The Professional indemnifies and holds harmless Oqea against all claims, losses, damages, costs, and expenses arising from the Professional's use of Oqea Frame, any failure to comply with this Policy or applicable laws, or any acts or omissions in connection with their use of the Platform.



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End User Licence Agreement

NOTE: These terms are intended to be accepted as a tick box or link when logging into Oqea's platform and when setting up an account (aka 'click wrap'), and likely implemented by pasting the terms (being careful to preserve numbering and formatting!) into a webpage. Accordingly, it does not have execution clauses. See also clause 4.1.

OPERATIVE PROVISIONS:

1. BACKGROUND

- 1.1 Oqea Pty Ltd (ACN 628 016 491) (ABN 50 628 016 491) of 230 Rokeby Rd, Subiaco WA 6008 (Oqea) is the owner of the Platform.
- 1.2 This Agreement sets out the terms on which a Member, a person in a Member's Care Team or a Professional is granted the right to use the Platform.
- 1.3 Oqea is affiliated with Oqea Clinical Pty Ltd (ABN 73 653 194 640) (Oqea Clinical), a professional healthcare provider and a separate legal person.

2. LICENCE

- 2.1 In consideration of the User complying with the terms of this Agreement, Oqea grants to the User a non-exclusive, non-transferable, non-sublicensable, revocable licence to use and access the Platform as set out in this Agreement.

3. FEES AND PAYMENTS

Fees

- 3.1 There may be a fee payable by the User to Oqea on account of the grant of the licence in clause 2, depending on, amongst other things:
 - (a) whether the User is a Member, a person in a Member's Care Team, a Professional, or another kind of user; and
 - (b) the access and features provided to the User.
- 3.2 In addition to the grant of the licence in clause 2 on the terms of this Agreement, Oqea offers to grant certain access and features provided via the Platform for a periodic term on a subscription basis in consideration for the payment of fees, which the User may accept using the Platform. The access and features, term and fees selected and accepted by the User form part of this Agreement.
- 3.3 The User agrees to pay the fee corresponding to their choice in the manner set out in this clause 3.

Free users

- 3.4 For such time that there is no fee to the User (including based on different or reduced access and features provided via the Platform compared to others), the User may use the Platform on the terms of this Agreement without charge, subject to the provisions of this clause 3.

Changes to the fees

- 3.5 The fee is valid at the time of accepting and is valid for the periodic term agreed to by the User.
- 3.6 Oqea will provide reasonable notice to the User of any changes to the fee of not less than the periodic term agreed to by the User.



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- 3.7 If the User does not accept a change to the fee the User must cancel their subscription. If they do not cancel their subscription, and subject to the Australian Consumer Law, they are deemed to have agreed to the new fee.
- 3.8 Where the fee is an increase from a free licence, Oqea will provide at least one months' notice. If the User does not accept a change to the fee from a free licence, the User's access to the Platform may end at the end of that notice period and this Agreement terminates.
- 3.9 Cancelling a subscription takes place at the end of the then period of the subscription and not before. The User may cancel their subscription using the Platform or by giving notice to Oqea by emailing info@oqea.com with sufficient information to enable Oqea to identify the User and their subscription.
- 3.10 The User's cancellation of a subscription may result in them continuing to have access to the Platform but with different or reduced access and features provided via the Platform. This Agreement applies to the User's use and access to the Platform.

Direct debit

- 3.11 Oqea currently uses Stripe for managing payments from Users.
- 3.12 Payment processing services for the User on the Platform are provided by Stripe and are subject to the Stripe Connected Account Agreement (available from <https://stripe.com/au/legal/connect-account>), which includes the Stripe Terms of Service (available from <https://stripe.com/au/legal/ssa>) (collectively, the "Stripe Services Agreement"). By agreeing to this Agreement or continuing to operate as a User of the Service, the User agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of the Platform enabling payment processing services through Stripe, the User agrees to provide Oqea accurate and complete information about the User, and the User authorizes Oqea to share that information and transaction information related to its use of the payment processing services provided by Stripe.
- 3.13 Use of Stripe is subject to its fees, terms and conditions, which are accessible from Stripe or on request, and are subject to change, and requires the disclosure of personal information by the User to Stripe which is subject to Stripe's privacy policy and involves the User providing its personal information to an international recipient.
- 3.14 The User acknowledges that the contract that the User enters into with Stripe (or such other direct debit service provider) is a separate contract to this Agreement. Any problems or issues that the User have with the direct debit authority should be raised directly with Stripe.
- 3.15 The User must keep the payment authority in place until 30 days after the termination of this Agreement or the end of a subscription takes effect.
- 3.16 The User acknowledges that Oqea will continue to debit fees under the payment authority until the relevant subscription is cancelled in accordance with this Agreement.
- 3.17 It is the User's responsibility to ensure the payment authority is cancelled upon termination or expiry of the relevant subscription.
- 3.18 The User must ensure that the User's nominated credit card or bank account is able to accept direct debits and have sufficient funds available to pay any fees under this Agreement plus any other applicable fees as and when they are due to be debited.
- 3.19 Oqea will endeavour to notify the User of any dishonoured or overdue payments.
- 3.20 Additional fees and charges may be incurred by the User for any dishonoured payments by Stripe or the User's financial institution pursuant to the User's agreements with them.
- 3.21 The User will indemnify Oqea for any fee charged by Stripe on account of the User's payments, the User's missed payments or any other amount for the User's use of Stripe.



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3.22 The User will indemnify Oqea in respect of any costs in seeking payment of fees under this Agreement and any other amount owing under this Agreement, including legal costs and debt collection costs.

4. USERS

Acceptance

- 4.1 The terms in this document constitute an offer by Oqea to a User. The User may accept this Agreement and create a binding agreement by:
- (a) conveying acceptance of these Terms (for example, via a tick box when accessing the Platform);
 - (b) accessing the Platform; or
 - (c) creating an account on the Platform.

User as a minor

- 4.2 Where a proposed User is under the age of 18 (“Minor User”), the Minor User will be required to procure their parent or guardian to enter into this Agreement on the Minor User’s behalf and on their own behalf, and to ensure that the Minor User complies with this Agreement.
- 4.3 Where a parent or guardian is a User, that User will ensure that the Minor User complies with this Agreement. The parent or guardian User is then also a User in their own right.

User as an employee or representative

- 4.4 If the individual using or accessing the Platform does so on behalf of their employer or a business entity, the individual, in their individual capacity:
- (a) represents and warrants that they are authorised to act on behalf of that employer or the business entity;
 - (b) represents and warrants that they are authorised to bind the employer or business entity, and its representatives, to this Agreement; and
 - (c) agrees they are jointly and severally liable with that employer or business entity.

5. USER’S OBLIGATIONS

- 5.1 The User must strictly comply with all the obligations in this clause 5, and must not permit any third party to do anything prohibited by this clause 5.

Access, security and permitted use of the Platform

- 5.2 The User will only allow the Platform to be used by the User.
- 5.3 The Platform may only be used by a person as:
- (a) a Member, to access helpful wellbeing resources, personal and professional expertise, connect and book with Professionals, allow the sharing of information on a granular basis between the Member’s Care Team and Professionals;
 - (b) a person (other than a Professional) who is part of a Care Team, to access helpful wellbeing resources, be provided with and provided information to assist with the Member’s wellbeing; and
 - (c) a Professional:
 - (i) as a secure online repository for Professionals to store and share their assessments, medical reports, recommendations and referrals, including as part of a Care Team;
 - (ii) a platform to assist Professionals to automate onboarding sequences, email communications, assessments, referral reminders; and
 - (iii) a platform to assist Professionals to streamline production of assessments, reports, and recommendations,
- and for no other purposes.



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- 5.4 The User must take all reasonable precautions to ensure the security of access to the Platform.
- 5.5 The User must not, under any circumstances, allow any third party or any person (other than as a User in their own right) to access or use the Platform for any purpose.
- 5.6 The User will inform Oqea immediately if it becomes aware of any unauthorised use or access of the Platform by any person.
- 5.7 The User is, at all times, responsible for the use of its account on the Platform, irrespective of who is using it, even if it is used without the User's permission.

Permitted copies

- 5.8 The User may take a copy of the User Content for the sole purposes of its record keeping.
- 5.9 In no event or circumstances may the User make a copy (including as a backup) of the Platform or the Content (other than the User Content), including to circumvent the usage or other limitations set out in this Agreement or inherent in the Platform.

Integrity of the Platform

- 5.10 The User must not:
 - (a) assign, sublicense, sell, distribute, transfer, pledge, lease, rent, lend, share or export the Platform, the Content or User's rights under this Agreement;
 - (b) alter or circumvent any copy protection mechanisms in the Platform or Content;
 - (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Platform;
 - (d) implement or use any method or mechanism designed to enable product functionality not available in the Platform but available in:
 - (i) other Oqea products; or
 - (ii) other Oqea releases of the same product,
 - (e) modify, adapt, translate or create derivative works based on the Platform or Content (including datasets, CSV files, tables, spreadsheets);
 - (f) reverse engineer any part of the Platform in order to:
 - (i) build a competitive product or service;
 - (ii) build a product using similar ideas, features, functions or graphics of the Platform; or
 - (iii) copy any ideas, features, functions or graphics of the Platform;
 - (g) use, or allow the use of, the Platform or the Content on any project or to provide a service (whether or not any charge is made) to any third party;
 - (h) allow or permit anyone to use or have access to the Platform or Content;
 - (i) copy or install the Platform other than as expressly provided for in this Agreement;
 - (j) not to do anything which will have an adverse effect on the Platform or Oqea; or
 - (k) take any action, or fail to take action, that could adversely affect the trademarks, service marks, patents, trade secrets, copyrights or other Intellectual Property Rights of Oqea or any third party with Intellectual Property Rights in the Platform (each, a "Third Party Licensor").

Appropriate conduct

- 5.11 The User must not:
 - (a) send spam or otherwise duplicative or unsolicited messages;
 - (b) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children;
 - (c) copy, scrape or data-mine the whole or any part of the Platform, including any screen or data scraping or other methods of taking any content from the Platform;



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- (d) transmit, store, insert, or activate any virus, Trojan horse or other malware or computer programming code, including source and object code, which may impair, deny or otherwise adversely affect the use of, access to, or security of the Platform;
- (e) interfere with or disrupt the integrity, security or performance of the Platform or its related systems, networks or the data contained therein;
- (f) not to engage in or permit any form of deceptive, misleading, fraudulent or unlawful activity or conduct in relation to the use of the Platform or in relation to Oqea;
- (g) breach any Laws, or cause Oqea to breach any Laws;
- (h) not make any false, misleading or deceptive representations in connection with the Platform; or
- (i) not to publish or otherwise communicate any review of, or information about, the Platform (which is not publicly available) to any third party without the prior written consent of Oqea, except as specifically provided for in an agreement with Oqea, including this Agreement.

6. THE PLATFORM

Subscription license and Platform not available locally

- 6.1 The User agrees and accepts that the Platform may only be accessible using the Internet and the Platform (or any part of it) may not be either partially or fully accessible from the User's device.
- 6.2 The User agrees and accepts:
 - (a) the speed of response from the Platform is dependent on the User's internet connection and device, and the performance of the Platform may be affected by such external factors as bandwidth, latency, speed of connection, connection stability, and the User's compatible devices; and
 - (b) it is solely responsible for ensuring it has, at all relevant times, sufficient internet-connectivity (including bandwidth, latency, speed and stability) and devices in order for them to use the Platform.
- 6.3 The User is solely responsible for supplying and maintaining the software, hardware, operating system, network connections and other operational requirements required to access the Platform.
- 6.4 The User acknowledges and agrees that its failure to comply with clause 6.3 may affect its ability to successfully use the Platform.

Parts of the Platform controlled by third parties

- 6.5 The User agrees and accepts that the Platform is or may be from time to time operated from servers owned and controlled by a third party. As such, the User acknowledges that certain functions are out of Oqea's control, including:
 - (a) third party software and services;
 - (b) databases; and
 - (c) Cloud-based infrastructure,

and that, unless contrary to the applicable law, Oqea is not responsible for any event or action caused by any third party contemplated in this clause 6.5.

Tools and functionality

- 6.6 Oqea may, from time to time, introduce new tools, features or functionality on the Platform (Additional Tools). Your access to and use of any Additional Tools will be subject to the terms of this Agreement and any specific terms or policies that may supply to such Additional Tools.
- 6.7 The User acknowledges and agrees that Professionals may use AI tools and functionality in the course of delivering their service.



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6.8 The User acknowledges and agrees that the Professionals' use of Oqea Frame is subject to the policy set out on Oqea's website at <https://www.oqea.com/ai-policy-oqea-frame> (AI Policy - Oqea Frame). By accessing or using Oqea Frame, you acknowledge that you have read, understood, and agree to be bound by the Oqea Frame Policy in addition to this EULA.

Maintenance, updates, changes, inaccessibility and errors

6.9 Subject also to clause 7:

- (a) Oqea reserves the right to make some or all of the Platform inaccessible from time to time as is required for updates, maintenance and/or upgrades. Oqea will use reasonable endeavours to schedule planned updates, maintenance and/or upgrades outside of key business operations' periods.
- (b) From time to time, without notice, access to all or part of the Platform may be disrupted or limited. During such an interruption, Oqea will use its reasonable endeavours to restore access to the Platform as soon as practicable.
- (c) Oqea reserve the right to correct any errors on the Platform, upgrade, maintain, tune, backup, amend, add to or remove features from, redesign, improve or otherwise alter the Platform at Oqea's sole and absolute discretion.
- (d) The User acknowledges and agrees that Oqea will not be liable for any loss or damage that the User or any other person incur by any changes made to the Platform and/or the User not being able to access the Platform or any part of it.

Collection of usage, system and other information

6.10 The Platform may include mechanisms:

- (a) to collect limited data and information from the User's device which access the Platform and transmit it to Oqea; and
- (b) to locally cache such data and information on the User's computer.

6.11 The data in clause 6.9(a) ("AM Info") may include details of devices, network equipment, details of the operating systems in use on such computer equipment, the location of the User's devices and the profile and extent of the User's use of the different elements of the Platform.

6.12 Oqea may use the AM Info to:

- (a) model the profiles of usage, hardware and operating Platforms in use collectively across its user base in order to focus development and support;
- (b) provide targeted support;
- (c) ensure that the usage of the Platform by the User is in accordance with the Agreement and does not exceed any user number or other limits on its use; and
- (d) advise the User about service issues such as available updates.

6.13 To the extent that any AM Info constitutes Personal Information, Oqea will handle that Personal Information in accordance with the Privacy Act and with Oqea's Privacy Policy, as may be updated by Oqea from time to time.

Security responsibilities

6.14 Oqea will take reasonable steps to ensure the Platform is secure from unauthorised access consistent with generally accepted industry standards.

Third party content

6.15 The inclusion of any third-party link does not imply any endorsement or recommendation of a linked website by Oqea. Oqea will not be responsible for any third-party advertising content displayed in the Platform. Any link on the Platform to a third-party website, or decision to accept any third-party offer, is entirely at the User's own risk.

Third party integrations

6.16 Any integration, including be it programmatic or by linking, or by any other method to another software or hardware system of any kind does not imply endorsement or recommendation of that system.



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- 6.17 Oqea will not be liable for any loss or damage that the User or any other person may incur by use of any other system.
- 6.18 Oqea accepts no responsibility for any aspect of any third-party system that may be integrated.

Suspension of access

- 6.19 Oqea may terminate or suspend access to the Platform to the User indefinitely and without compensation if the User uses the Platform, or appears to Oqea to be intending to use the Platform, in a manner reasonably deemed inappropriate by Oqea or which breaches the terms of this Agreement.

7. MAINTENANCE, UPDATES, CHANGES TO THE PLATFORM

- 7.1 Oqea may, in its sole discretion, make modification, enhancements, updates or new releases of the Platform from time to time in order to, amongst other matters, enhance or improve the functionality or operation of the Platform or comply with legislative requirements ("Platform Updates").
- 7.2 Oqea will use reasonable endeavours to ensure that any future version of the Platform is backwards-compatible with at least the most recent previous version, but the parties acknowledge that this may not always be possible or practicable with any or all Platform Updates.
- 7.3 Oqea may notify the User of Major Updates to the Platform prior to the updated Platform being released, published or, in the case of an emergency update, as soon as practicable.
- 7.4 Minor updates may occur to the Platform at any time and Oqea is not required to notify the User though may do so at its own discretion.
- 7.5 Oqea make any Platform Updates available for access and use by the User as soon as reasonably practicable following the creation and general release of such Platform Updates.
- 7.6 The User acknowledges there may be downtime for the Platform, including where Oqea is required to configure and upload a Platform Update.
- 7.7 Use of the Platform Updates by the User through the Platform will be subject to the same terms and conditions as use of the Platform under this Agreement.
- 7.8 The parties acknowledge that Oqea may be required to update the Platform to remain in compliance with either Apple Inc. and the App Store, and/or Google Inc. and the Google Play Store's standard (collectively "the Third-Party App Standards"). The User agrees that Oqea will not be liable for incompatibility of any Platform Updates to the Platform should that modification or update be required to remain compliant the Third-Party App Standards.

8. THE LICENSOR'S OBLIGATIONS

Oqea's obligations

- 8.1 Subject to the User complying with its obligations set out in the Agreement, Oqea will endeavour to develop, host and maintain the Platform.

Representations and warranties of Oqea

- 8.2 Oqea represents and warrants that:
 - (a) the Platform is developed using a standard of care and skill expected of an entity who regularly acts in the capacity of an "app developer or software developer"; and
 - (b) in providing access to the Platform, it will comply with the law and with industry standards in accordance with relevant Australian law.

9. CONTENT



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- 9.1 The User retains all ownership rights in the User Content which it uploads to the Platform.
- 9.2 Nothing in this Agreement will transfer ownership of material and data inputted into the Platform by the User to Oqea.
- 9.3 The User grants Oqea a non-exclusive, royalty free, irrevocable license to use the User Content:
 - (a) as necessary for the operation of the Platform;
 - (b) to maintain, evaluate, develop, and improve the Platform (unless it is Confidential Information);
 - (c) to respond to a support request;
 - (d) to fulfil its obligations under this Agreement; or
 - (e) to comply with any laws.
- 9.4 Oqea is not obliged to retain any material or data inputted into the Platform by the User.

10. PRIVACY

Privacy Policy

- 10.1 The User agrees and consents to Oqea handling Personal Information in accordance with Oqea's Privacy Policy.
- 10.2 Oqea may change the Privacy Policy at any time by giving notice to the User.
- 10.3 Oqea reserves the right to immediately terminate this Agreement if the User is in breach of clause 10.1.

Privacy obligations

- 10.4 If Personal Information is disclosed to a User in the course of this Agreement or the use of the Platform, the User agrees that it will not:
 - (a) sell the Personal Information to any third party; or
 - (b) distribute or disclose Personal Information to any third party other than:
 - (i) to its personnel and/or related bodies corporate; or
 - (ii) onto third party servers which it controls;

who will only use the Personal Information for the purposes contemplated by this Agreement.

The Privacy Act

- 10.5 For the purposes of clause 10.4 the term "disclose" is to have the same meaning as defined in the Privacy Act.

11. INTELLECTUAL PROPERTY

Oqea's Intellectual Property

- 11.1 All title, ownership rights and Intellectual Property Rights, including copyright in relation to Platform is owned or used under licence by Oqea.
- 11.2 Without Oqea's express prior written consent, the User undertakes that it will not and will not permit any person to:
 - (a) directly or indirectly alter, replicate, copy, recreate, create derivative work from, decompile, reverse engineer, reserve assemble, reserve compile, enhance, interfere with or with part of the Platform and/or the Software or otherwise obtain, modify or use any source or object code, architecture, or algorithms contained in the Platform or any documentation associated with the Platform;
 - (b) interact with any Oqea trademark (whether registered or not) that could cause any adverse effect to Oqea's ownership and/or rights to the intellectual property; or
 - (c) copy or reproduce, or create an adaptation or translation of, all or part of the Platform in any way, except to the extent that reproduction occurs automatically



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- through the ordinary use of the Platform and/or Software in accordance with this Agreement;
- (d) incorporate all or part of the Platform and/or Software in any other webpage, site, application or other digital or non-digital format for purposes other than marketing and/or training;
 - (e) (subject to other rights explicitly granted under this Agreement) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of the Platform and/or Software on any medium;
 - (f) do anything that will infringe the Intellectual Property Rights of any third party; or
 - (g) attempt to do any of the above.
 - (h) Without limiting the foregoing, the User also acknowledges in any modifications, improvements or enhancements suggested by or contributed to or provided by the User in regard to the Platform shall immediately vest in Oqea.

Threats and action

- 11.3 If the User becomes aware of any infringement or threatened infringement of any Intellectual Property Rights, the User must give notice pursuant to clause 18.1 to Oqea including full particulars of the infringement. Oqea may, in its absolute discretion, institute and prosecute an action against the infringer.

Provide all assistance

- 11.4 The User must each execute all documents and do all things reasonably necessary to aid and co-operate in the prosecution of any actions brought by Oqea under this clause.

Survival of obligation

- 11.5 The operation of this clause 11 survives the termination of this Agreement.

12. CONFIDENTIALITY

- 12.1 Subject to clause 12.2, Oqea will keep the User's Confidential Information secret and preserve its confidential nature and will not use the Confidential Information other than for the purpose of the Platform.
- 12.2 This Agreement does not prohibit the disclosure of Confidential Information by Oqea to the extent that any of the following terms apply:
- (a) the disclosure is required for, or apparent from, the operation of the Platform;
 - (b) the User has consented to such disclosure (including via controls on the Platform);
 - (c) the disclosure is to a representative of Oqea who needs to know the Confidential Information necessary for the operation of the Platform;
 - (d) the disclosure is to a third party engaged by Oqea who supplies services which are necessary for the operation of the Platform, and only on the basis that Oqea will disclose the minimum information required and where the third party agrees it will keep the Confidential Information secret and confidential;
 - (e) it is unreasonable or impracticable to obtain consent to the use or disclosure, and Oqea reasonably believes the use or disclosure is necessary to lessen or prevent a serious threat to the life, health or safety of any individual, or to public health or safety; or
 - (f) the disclosure is required by law.

13. LIABILITY

Relationships with third parties

- 13.1 Oqea is not liable to a User, and the User accordingly releases Oqea and indemnifies and holds Oqea harmless, in respect of any loss or claim arising from:



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- (a) services provided by a Professional;
- (b) any payment arrangements between a Professional or other service provider and a customer, client, patient or other consumer; or
- (c) the performance of any agreement or relationship between two or more third parties, including where those services were provided via, or the parties used, the Platform.

Exclusion of express warranties

- 13.2 Nothing in this Agreement is intended to exclude or displace any guarantees or warranties afforded to you under the Consumer Law. Under the Consumer Law, the User may be entitled to a repair or replacement service, or other similar rights in accordance with the Consumer Law from time to time, in respect of the Platform.
- 13.3 Subject to the obligations of Oqea in respect of the provision of the Platform under this Agreement, Oqea makes no warranties or guarantees to a User, and provides no warranty or guarantee:
- (a) that the Platform will be accessible at all times, uninterrupted or error free;
 - (b) that the Output is fit for purpose, or of a particular quality;
 - (c) that any part of the Platform is without bugs or viruses;
 - (d) that the Platform is immune to unauthorised access or security breach; and
 - (e) in respect of the retention of, or continued accessibility of, any data.

User acknowledgements

- 13.4 The User acknowledges and agrees that:
- (a) Oqea is not responsible for the conduct or activities of any other user of the Platform;
 - (b) Oqea is not a medical practitioner, and the Platform is not a substitute for medical advice;
 - (c) Oqea is not an accounting firm, legal firm or financial advisor, and the use of the Platform or the Output does not constitute the provision of accounting, tax, legal or financial advice (including insurance advice); and
 - (d) The User is solely responsible for complying with all applicable accounting, tax, financial advice, and other laws.

Consumer and small business laws

- 13.5 If the User is a "consumer" or "small business" within the meaning of the Consumer Law, there are certain rights (such as the consumer guarantees implied by the Consumer Law, which cannot by law be excluded (Non-Excludable Conditions'. This clause is subject to those Non-Excludable Conditions.
- 13.6 Subject to the application of any applicable Non-Excludable Conditions and to the maximum extent permitted by law, Oqea:
- (a) excludes from this Agreement all guarantees, conditions and warranties that might but for this clause be implied into this Agreement;
 - (b) excludes all liability to the User for any Costs, expenses, losses and damages suffered or incurred directly or indirectly by the User in connection with this Agreement, including using the Platform, whether that liability arises in contract, tort or under statute; and
 - (c) will not, under any circumstances, be liable to the User for any Consequential Loss.
- 13.7 If Oqea's liability under this Agreement cannot be lawfully excluded, to the maximum extent permitted by law, Oqea's liability for breach of any Non- Excludable Condition is limited in the case of services, to (at Oqea's option) the supplying of the services again or the payment of the cost of having the services supplied again.

Costs



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- 13.8 Oqea excludes all other liability to the User for any Costs, including Consequential Loss, suffered or incurred directly or indirectly by the User in connection with the Agreement, or the Platform, in connection with:
- (a) the occurrence of an “unforeseen event” as described in clause 18.2;
 - (b) reliance on technical advice, modelling or calculations provided by Oqea;
 - (c) The infringement or claimed infringement by any person other than Oqea of the Intellectual Property Rights including moral rights of any person in connection with the Agreement;
 - (d) any unauthorised activity in relation to the Platform by the User;
 - (e) any breach of this Agreement by the User;
 - (f) the User’s use of or reliance on the Platform for a purpose other than the business purposes of the User or the reasonably expected purpose of the Platform; or
 - (g) the User’s failure to fulfil its obligations under the Agreement. The foregoing limitation applies however the Costs are caused whether they arise in contract, tort (including by Oqea’s negligence), or under statute.

Consequential loss

- 13.9 Neither party is liable under this Agreement for any Consequential Loss arising out of a breach by either of them of this Agreement, including (without limitation) any liability under the indemnity in clause 14.

14. INDEMNITY

14.1 The User indemnifies and will keep Oqea and its representatives indemnified against all liability arising from claims for:

- (a) libel, slander, defamation, product disparagement or indecent, false, misleading or deceptive conduct;
- (b) any breach of clause 5 (User’s Obligations);
- (c) any breach of clause 10 (Privacy);
- (d) infringement of Intellectual Property Rights;
- (e) piracy, counterfeiting, plagiarism, or unfair competition;
- (f) invasion of the right of Privacy; and
- (g) any incorrect, fraudulent or false information provided by the User.

15. TERMINATION

Immediate termination by Oqea for default

15.1 Oqea may terminate this Agreement immediately by notice to the User if:

- (a) an Insolvency Event occurs in relation to the User; or
- (b) the User commits any breach of any of its obligations under this Agreement and:
 - (i) the breach is incapable of being remedied; or
 - (ii) if the breach is capable of being remedied, the User has failed to remedy the breach within ten (10) Business Days after the receipt of the notice; or
 - (iii) the User has been issued a notice of default more than two (2) times during a twelve (12) month period, or
- (c) it gives 14 days’ written notice to the email address associated with the User’s account.

Immediate termination by User for default

15.2 The User may terminate this Agreement immediately by notice to Oqea:



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- (a) by closing their account on the Platform via any provided method or by writing to Oqea with sufficient information to identify the User and their account on the Platform;
- (b) if an Insolvency Event occurs in relation to Oqea; or
- (c) if Oqea commits any breach of any of its obligations under this Agreement and:
 - (i) The breach is incapable of being remedied; or
 - (ii) if the breach is capable of being remedied, Oqea has failed to remedy the breach within thirty (30) Business Days after the receipt of the notice; or
 - (iii) Oqea has been issued a notice of default more than three (3) times during a twelve (12) month period.

Effects of termination

15.3 On termination of this Agreement, the licence will terminate and:

- (a) The User must immediately:
 - (i) cease all activities related to the use of the Platform;
 - (ii) destroy all Content and other materials (including all electronic or physical copies) in its possession relating to the Platform; and
 - (iii) do any further things as may be reasonably required by Oqea to protect its right, title and interest in the Platform.
- (b) Oqea may, in addition to terminating the Agreement:
 - (i) deactivate the User's access and use of the Platform (without being liable in trespass or detinue);
 - (ii) repossess any of Oqea's property in the possession, custody or control of the User;
 - (iii) terminate or suspend access to the Platform;
 - (iv) refuse to disclose any passwords (recognising it may not be able to disclose any unhashed passwords);
 - (v) be regarded as discharged from any further obligations under this Agreement; and
 - (vi) pursue any additional or alternative remedies provided by law.

16. DISPUTE RESOLUTION

- 16.1 Subject to clause 16.6, any dispute which arises between the parties in connection with this Agreement (dispute) must be dealt with in accordance with the requirements of this clause 16, before either party will be entitled to commence proceedings against the other party in respect of the dispute.
- 16.2 The party claiming that a dispute has arisen (complainant) must give the other party a written notice setting out:
- (a) a detailed explanation of the nature of the dispute; and
 - (b) what action the complainant thinks will resolve the dispute (dispute notice).
- 16.3 Within ten (10) Business Days of the dispute notice being received by the other party, a nominated senior executive of each party must meet, act in good faith and use best endeavours to resolve the dispute at that meeting, or such subsequent meetings as may be reasonably required.
- 16.4 If the dispute is not resolved pursuant to clause 16.3 within thirty (30) days of the dispute notice being received by the other party, the parties agree to attend a privately held mediation with a mediator appointed by the nominated senior executive or both parties and in the absence of agreement within seven (7) days of disagreement by such mediator as appointed by the President, or person in like office of the Australian Disputes Centre.



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- 16.5 If the dispute is not resolved within a further thirty (30) days pursuant to clause 16.4 then either party may commence proceedings against the other party in respect of the dispute.
- 16.6 Nothing in this clause 16 prevents a party from seeking urgent injunctive or similar relief from a court.

17. VARIATION

- 17.1 Oqea may propose to amend this Agreement from time to time to be accepted by Permitted Users. If it does so, Oqea will give reasonable written notice to the Customer of the terms of the amended Agreement. The amended Agreement will replace the terms of this Agreement.
- 17.2 The User acknowledges and agrees that Oqea may amend or vary this Agreement at any time by either posting the changes on its website, by making the replacement terms available when logging into the Platform, or by electronic notification to the User, at Oqea's sole election.
- 17.3 If the Customer does not agree to the terms of the amended Agreement, the Customer must close their account on the Platform via any provided method or by writing to Oqea with sufficient information to identify the User and their account on the Platform, and not use the Platform for any purpose other than to close their account. This Agreement then terminates immediately in accordance with clause 15.2(a).
- 17.4 The User is responsible for regularly reviewing the website and log in to the Platform to obtain timely notice of such amendments or variations.
- 17.5 The User's continued use of the Platform after amendments or variations are made by Oqea constitutes the User's acceptance of this Agreement being as modified by the amendments or variations.

18. GENERAL

Notices

- 18.1 Any communication under or in connection with this Agreement:
- (a) must be to the addressee from time to time;
 - (b) must be in writing;
 - (c) must be delivered or posted by prepaid post to the address, or sent by email to the addressee, in accordance with clause 18.1(d); and
 - (d) If a notice is sent or delivered in the manner provided in 18.1(c) it must be treated as given to or received by the addressee in the case of:
 - (i) delivery in person, when delivered;
 - (ii) delivery by post, on the third (3rd) Business Day after posting; and
 - (iii) delivery by email, at the earlier of the time stated in a read receipt sent by the recipient's computer or when the message has been delivered to the email address of the addressee, but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

Unforeseen Event

- 18.2 A party is not responsible for any loss arising out of any occurrences or condition beyond its control, including acts of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility, power, internet infrastructure (including hardware) or common carrier or computer disruption due to the effects of a computer virus, trojan, worm, malware or other malicious code.

Assignment



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18.3 Subject to clause 18.4, a party may only assign, novate encumber, declare a trust over or otherwise create an interest in its rights under this document with the prior written consent of the other party, which it may withhold in the other party's absolute discretion.

18.4 Oqea may assign, novate, encumber, declare a trust over or otherwise create an interest in its rights under this Agreement without the consent of the User, and may disclose to any potential holder of the right or interest any information relating to this Agreement or any party to it, as part of a sale of all or part of its business or assets.

Liability for expenses

18.5 Each party must pay its own expenses incurred in reviewing, negotiating, executing, and performing this Agreement.

Giving effect to this Agreement

18.6 Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.

Waiver of rights

- 18.7 A right may only be waived in writing, signed by the party giving the waiver, and:
- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
 - (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - (c) The exercise of a right does not prevent any further exercise of that right or of any other right.

Relationship

18.8 Nothing in this Agreement is intended to create or be construed as creating a relationship of agency, joint venture or partnership between any of the parties. Unless expressly stated in this Agreement, no party may act as agent of or in any way bind another party to any obligation.

Operation of this Agreement

18.9 This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect. Any condition, warranty, representation or other term concerning the supply of the Platform and Content which might otherwise be implied into, or incorporated in, the Agreement, whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

18.10 Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.

18.11 Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

Inconsistency with other documents

18.12 If this Agreement is inconsistent with any other document or agreement between the parties, this Agreement prevails to the extent of the inconsistency.

Reliance

18.13 Neither party has entered into any contract under this Agreement in reliance on or as a result of any representation, promise, statement, conduct or inducement by the other otherwise than as set out in this Agreement.



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Consents

- 18.14 Where this Agreement states that the consent or approval of Oqea is required, Oqea may:
- (a) give or withhold that consent or approval in its absolute discretion; and
 - (b) give that consent or approval subject to conditions, unless this Agreement expressly states otherwise.

Liability of parties

- 18.15 If a party consists of more than one person:
- (a) an obligation of that party is a joint obligation of all of those persons and a several obligation of each of them; a right given to that party is a right given jointly and severally to each of those persons, and if exercised by one of them, is deemed to be exercised jointly; and
 - (b) a representation, warranty or undertaking made by that party is made by each of those persons.

Governing law

- 18.16 The laws of Western Australia, Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

19. INTERPRETATION

Definitions

- 19.1 Unless this Agreement explicitly states otherwise, expressions used in the Agreement have the following meanings:
- (a) Agreement means these terms and conditions.
 - (b) Business Day means any day which is not a Saturday, Sunday or public holiday in Perth, Western Australia.
 - (c) Care Team means an individual who uses the Platform to provide and support a Member with healthcare services.
 - (d) Confidential Information means information that is by its nature confidential, including information relating to:
 - (i) any health or sensitive information (as that term is defined under the Privacy Act);
 - (ii) the personnel, policies, practices, User or business strategies of the parties; and
 - (iii) the Intellectual Property Rights of either party;
 - but does not include information:
 - (iv) already rightfully known to the receiving party at the time of disclosure by the other party; or
 - (v) in the public domain (including information made publicly available via a mechanism in the Software by the User) other than as a result of disclosure by a party in breach of its obligations of confidentiality under the Agreement.
 - (e) Content means the information made available via the Platform, which may be written, video, audio, or in another form, and may be static content or Output.
 - (f) Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss, loss of goodwill, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.
 - (g) Cost means any costs, expenses, losses, damages, claims, demands, proceedings, and other liability.



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- (h) Consumer Law means the *Competition and Consumer Act 2010* (Cth) as amended from time to time including the Australian Consumer Law set out in Schedule 2, and all related regulations.
- (i) Insolvency Event means in respect of a party:
 - (i) the appointment of an administrator, a receiver or receiver and manager in respect of that party;
 - (ii) an application to a court or an order for the winding up of the party; or
 - (iii) the occurrence of anything analogous or having a substantially similar effect to any of the preceding events.
- (i) Intellectual Property Right means all present and future rights conferred by statute, common law or equity in or in relation to business names, circuit layouts, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, recipes, trademarks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.
- (j) Law means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.
- (k) Member means an individual who uses the Platform to access or receive mental healthcare services provided through the Platform. For the avoidance of doubt, patients and clients are included within this definition of Member.
- (l) Oqea means Oqea Pty Ltd (ACN 628 016 491) (ABN 50 628 016 491) of 230 Rokeby Road, Subiaco WA 6008.
- (m) Oqea.health means a platform owned and operated by Oqea through which new development occurs and which hosts an expanding suite of clinical AI tools.
- (n) Oqea.me means a two-sided marketplace, digital and AI platform for Members to facilitate an on-demand hybrid mental healthcare between the Member's Care Team and Professionals.
- (o) Oqea.net means a secure online digital and AI platform for Professionals that supports a hybrid model of care coordination of a Member to store, administer and share information.
- (p) Oqea Frame means the AI-powered functionality provided on the Platform designed to support clinical reasoning and decision-making by Practitioners.
- (q) Output means any responses, information, data, results, analysis and other output of the Platform in response to the User's inputs to the Platform.
- (r) Platform means Oqea platforms and related services' platform (including any cloud-based version) for the Users (and includes all material (including tangible and intangible information), software (in source and object code forms), web applications, images, files, manuals, documents, devices, data, databases, supplied, created, written, developed or otherwise brought into existence (whether before, on or after the date of this Agreement) by Oqea or on its behalf, and all their subsequent versions, updates and enhancements, and includes the Content and any Output. As at the date of this Agreement, this includes Oqea.me,



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Oqea.net and Oqea.health, together with any other platforms introduced by Oqea from time to time.

- (s) Personal Information has the meaning given to that term in the Privacy Act.
- (t) Privacy Act means the *Privacy Act 1988* (Cth) and includes any code registered under the Privacy Act and the Australian Privacy Principles.
- (u) Privacy Policy means Oqea's Privacy Policy which is available on Oqea's website at <https://www.oqea.com/oqea-privacy-policy>, as amended by Oqea from time to time.
- (v) Professionals means an individual who is licensed, registered or otherwise authorised to provide healthcare services under applicable law.
- (w) Services means any service provided by Oqea in connection with the installing, configuring, deployment, installation, development (if any) and licensing of the Software and (as the case may be).
- (x) User means:
 - (iv) the person or entity registered with an account on the Platform as a User; or
 - (v) the individual accessing or using the Platform as the case may be.
- (y) User Content means Content provided by the User.

Interpretation

19.2 In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
- (c) The expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (f) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) references to payments to any party to this Agreement include payments to another person upon the direction of such party;
- (j) all payments to be made under this Agreement will be made by unendorsed bank cheque or other immediately available funds;
- (k) the words "includes" or "including", in any form, is not a word of limitation;
- (l) when the date or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day; and
- (m) in the interpretation of this Agreement, no rule of contract interpretation applies to the disadvantage of a party on the basis that it put forward this Agreement or any part of it.



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Privacy Policy

We care about you and your privacy.

At Oqea, we're committed to protecting your personal and sensitive information, which is why we've put together this policy. We want to ensure we provide a safe, trusted and secure environment to streamline the care coordination journey for all our users. In this policy, we may refer to Oqea Pty Ltd (ABN 50 628 016 491) and its subsidiaries collectively as "Oqea", "we", "us" and "our".

Oqea is a technology and mental health services company that is reshaping the standard of care for mental wellbeing, making support easier to manage and access. We connect individuals (our "Members") with professionals who provide psychology, allied health, psychiatry and mental health general practitioner (MHGP) services (our "Services"). For clarity, we may also refer to Members as patients or clients from time to time.

We have designed this policy with careful reference to the Australian Privacy Principles and the *Privacy Act 1998* (Cth) ("Privacy Act"). We may also reference to related, third-party service providers' relevant privacy policies and associated documents.

HOW TO READ THIS POLICY

The way that we collect, store and use the personal information and sensitive information of a Member is different from how we collect, store and use personal information of other individuals who interact with us. As such, we have divided this privacy policy into three parts:

- Part A which relates to our treatment of personal information generally;
- Part B which relates to our treatment of Member personal information; and
- Part C which relates to our treatment of personal information when people interact with us other than as Members.

By choosing to use our Services, visit our websites (including <https://oqecares.au/>) ("Sites"), or otherwise interacting with us, you consent and agree to this privacy policy ("Privacy Policy"). We may also ask for your express consent to this Privacy Policy before or during your interactions with us.

THE AUSTRALIAN PRIVACY PRINCIPLES

We respect and uphold your right to privacy protection in accordance with the Australian Privacy Principles and Privacy Act. Please feel welcome to find out more about the Australian Privacy Principles and the Privacy Act by calling the Office of the Australian Information Commissioner on 1300 363 992 or through their website at www.oaic.gov.au. We are also bound by the [Australian Psychological Society – Code of Ethics](#), which is relevant to how we handle personal information.



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PART A – GENERAL MANAGEMENT OF PERSONAL INFORMATION

HOW TO ACCESS, CORRECT OR UPDATE YOUR PERSONAL INFORMATION

If you:

- have any complaints, questions or concerns about the personal information we hold, or the accuracy of that information;
- would like to access the information that we hold about you; or
- are seeking to complain about a possible breach of the Australian Privacy Principles,

please contact our Privacy Officer using the details provided at the bottom of this Part A. Where the information relates to your health information, please speak with your medical professional in the first instance.

We will respond to your complaint or endeavour to give you access to the information requested within two weeks. To maintain the confidentiality of your personal information, we may ask you to meet with us so we can review your specific identification documents before we give you access. If it is not practical for you to meet us in person, we will arrange to check your identification before we mail the information out to you.

If the information that we hold about you is incorrect or not up-to-date, we will update it as soon as possible after you have shown us how and why it is incorrect.

In the unlikely event that we are unable to provide you with access to your personal information for legal reasons as specified in the Privacy Act, we will provide you with reasons for denying access.

If you are not satisfied with our response to your complaint, question or concern, you may wish to lodge a complaint with the Office of the Australian Information Commissioner.

Further information can be found on the Commissioner's Site or by calling 1300 363 992.

HOW WE KEEP YOUR PERSONAL INFORMATION SECURE

Our IT systems are password protected, and we conduct regular audit and data integrity checks.

We frequently update and review our IT security software to protect our systems (and the data contained in those systems) from cyber security threats. In addition, all our employees are required, as a condition of employment, to treat personal information held by Oqea as confidential.

We utilise secure cloud infrastructure for the storage of personal information. These cloud servers are situated in Australia and held to the highest standard of security. The cloud server providers are required to keep all information stored confidential, and we exclusively control access and management of all stored data.

DESTROYING PERSONAL INFORMATION

We will destroy or de-identify personal information provided by you once we no longer need it for the purposes it was collected. That being said, we may be permitted to retain personal



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information after our Services have been completed as required by law or by the terms of the policy.

In such cases, your personal information will continue to be protected in accordance with the terms of this Privacy Policy.

In any case, if we destroy or de-identify personal information, we will do so by taking reasonable steps and using up-to-date techniques and processes.

WHAT DO WE DO WHEN WE GET INFORMATION WE DID NOT ASK FOR?

People sometimes share information with us we have not sought out (referred to as 'unsolicited information').

Where we receive unsolicited personal information about you, we will check whether that information is reasonably necessary for our Services, functions or activities, and whether we could reasonably have obtained the information from you. If so, we will attempt to notify you immediately, and handle this information the same way we do with other information we seek from you. If not, we will ensure we do the right thing and destroy or de-identify it.

WHEN WILL WE NOTIFY YOU THAT WE HAVE RECEIVED YOUR INFORMATION?

When we receive Personal Information from you directly, we either have already taken or we will take reasonable steps to notify you how and why we collected your information, who we may disclose it to and outline how you can access it, seek correction of it or make a complaint.

Sometimes we collect your personal information from third parties in accordance with this Privacy Policy. In some cases, you may not be aware that we have done so. If we collect personal information in this way, and the information can be used to identify you, we will take reasonable steps to notify you of that collection and the terms of this Privacy Policy will continue to apply.

WHEN THE LAW AUTHORISES OR REQUIRES US TO COLLECT INFORMATION

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions which may require us to collect personal information, like the *National Consumer Credit Protection Act 2009* (Cth) and *The Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

COOKIE POLICY

Our Sites may use 'cookies' to:

- improve your experience on our Sites;
- display content more relevant to you within the Sites; and
- display items added while using online facilities.

If you are concerned about the use of these cookies, your browser can be configured to notify you when you receive a cookie, and provide you with the opportunity to accept or



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reject it. You may refuse all cookies from our Sites, however some functions may be unavailable if you choose to do so.

Our Sites may use statistical information collection tools (such as Google Analytics) to track site visits, navigation and performance within our Site for the purpose of monitoring and improving the site. If you are concerned about the use of these tools, you can configure your browser to send a “Do Not Track” request with your browsing traffic.

Our Sites may also use third party cookies and Google Analytics Advertising Features including:

- Remarketing with Google Analytics; and
- Google Analytics Demographics and Interest Reporting.

Visitors can opt-out of behavioural advertising using their browser settings, or the settings provided by the specific advertising service provider. For example, visitors may opt-out of Google Analytics for Display Advertising, or customise Google Display Network ads, using the Ads Settings linked [here](#). Further information regarding behavioural advertising, including ways to manage your online privacy, is available at <https://www.staysmartonline.gov.au/>. Our Sites may contain links to other sites of interest. We do not control, and are not responsible for, the content or privacy practices of those sites. Please check the privacy policies on other sites before you provide your personal information to them.

OUR SITE'S SECURITY

We regularly review and update our physical and data security measures in light of current technologies. However, it is an unfortunate reality that no data transmission over electronic, mobile data and communication services can be guaranteed to be totally secure.

We will do everything reasonably within our power and control to prevent unauthorised use or disclosure of your personal information. However, we will not be held responsible for events arising from any unauthorised use or access to your personal information.

Certain sections of our Site are secured using industry-standard SSL/TLS technology to encrypt data between your browser and the Site.

By using our Sites and Services, you acknowledge and agree that the internet is inherently insecure and that you use the internet at your own risk. You acknowledge that, to the maximum extent permitted by law, Oqea and its directors, representatives, employees, contractors, suppliers or clients shall not be held liable for any security breaches, viruses or other malicious software that may infect your computer or other internet browsing device, or any loss of data, revenue or otherwise that may occur as a result of using our Sites.

SPAM ACT

We adhere to the *Spam Act 2003 (Cth)*. The Spam Act prohibits the sending of unsolicited emails, SMS and MMS messages for commercial purposes from or within Australia or to people in Australia. The Spam Act also bans the supply and use of software designed to harvest email addresses.



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CHANGES TO OUR PRIVACY POLICY

We may, without notice, amend or modify this Privacy Policy by posting the amended Privacy Notice to our Site or our Services. We will make all reasonable attempts to notify you of these updates by email where necessary, or where we are required to obtain your express consent.

PRIVACY OFFICER'S CONTACT DETAILS

Oqea's Privacy Officer can be contacted by:
Privacy Officer
Oqea Pty Ltd
Email: privacy@oqea.com
Postal Address: 230 Rokeby Road, Subiaco WA 6008

PART B – MANAGEMENT OF PERSONAL INFORMATION OF MEMBERS

Where an individual interacts with us to receive our Services, they do so as a Member.

When we collect, hold, use, or disclose information from an individual as a Member, this Part B applies.

WHAT PERSONAL INFORMATION DO WE COLLECT?

We collect and hold only the personal information strictly required to provide our Services to our Members at a high standard. The categories of information that we collect for this purpose include our Members':

- name (first and last);
- contact details (email, phone number, and postal address);
- gender; and
- date of birth.

As a health service provider, we are also required to collect sensitive information of our Members to provide our Services. We only collect the sensitive information of our Members with their consent, and to the extent that we require the sensitive information to provide our Services to them.

The sensitive information that we collect includes, but is not limited to:

- health information;
- racial or ethnic origin;
- religious beliefs or affiliations;
- sexual orientation or practices;
- criminal record; or



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- other sensitive information within medical records or provided during Member sessions.

WHY DO WE COLLECT, HOLD, USE AND DISCLOSE PERSONAL INFORMATION?

We may collect, hold, use and disclose your personal information (including sensitive information) as a Member to:

- maintain your contact details;
- process payments;
- comply with your other reasonable requests;
- deliver and improve our Services and our Sites;
- provide updates on our Services, policies, and content to your email address, mobile phone, portable computing and other digital technology devices;
- compile analytics in sizing or quantifying market opportunity;
- predict market opportunity forecasting and resource allocation; and
- disclose to other businesses who assist us or our users in providing services, or who perform functions on our customers' behalf.

For personal information not including sensitive information, we may also use, collect, hold, and disclose it to:

- send you information about our Services;
- send you marketing communications about our Services, with each communication providing you with a simple way to “opt out” of receiving similar communications in the future;
- allow us to run our business and perform administrative and operational tasks, such as:
 - training staff;
 - developing and marketing products and services;
 - conducting risk management;
 - performing systems development and testing, including for our Sites, Services, proprietary artificial intelligence (“AI”) decision support and clinical reason tool, and other online channels;
 - undertaking planning, research and statistical analysis; and
 - preventing or investigating any fraud or crime, or any suspected fraud or crime;
- comply with laws, regulations or codes binding us;



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- manage our relationship with our Members;
- investigate and deal with suspected or actual unlawful activity;
- assist with recovering amounts owing to us; or
- fulfill any other purposes for which you have given your consent.

HOW DO WE COLLECT YOUR PERSONAL INFORMATION?

As a Member, we generally collect your personal information directly from you:

- when you visit our Sites, or use our Services and platforms (including Oqea.me, Oqea.net and Oqea.health and any other platforms introduced by Oqea from time to time);
- as authorised or consented to by you providing us with your personal information; or
- by your family, carers, guardians, friends and peer supporters, in which case we ask them to obtain your consent prior to disclosing it to us.

Sometimes we will also be required to collect information about you from other sources. We do this only if it is necessary to do so, such as where we:

- are provided with or request sensitive information about you, such as medical reports, referrals, medication, health history and other important health information where you consent, and such information is reasonably necessary to provide our Services to you;
- cannot readily contact you and we rely on publicly available information to update your contact details; and
- at your request, receive information with your medical, accounting, legal or financial advisors or other representatives.

Also:

- we may ask for other information from you from time to time to enable us to improve the Services, though please note you are under no obligation to provide us with this information.

In some cases, you might provide personal information to us by entering it into forms which store the information in our cloud-based servers.

HOW DO WE USE AND DISCLOSE YOUR PERSONAL INFORMATION?

Using and disclosing your Personal Information as a Member

Your personal information and sensitive information will generally only be used and disclosed for the purpose it was collected, as outlined above. We may otherwise disclose your personal information to third parties or contractors who are integral to the provision of our Services, in accordance with the terms of this Privacy Policy.

We may also provide Member health information to other medical service providers, such as your general practitioner or specialist medical practitioners. We will only disclose health



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information this way with your consent, or in circumstances where it is required for the delivery of health services, such as for referral to another health service provider, billing and liaising with government offices regarding entitlements and payments, where it is necessary to prevent or lessen an identified significant and imminent threat to a person's life, health or safety, or other reason as permitted by law.

USE OF TECHNOLOGY

In addition to our own proprietary technologies and systems, we use various third-party software and technologies, each of which may have their own privacy policies and terms of use.

Owing to the ever-changing nature of technology, and so that we are always providing optimal support to you, we may use alternative third-party support software and platforms from time to time. To that end, any personal information stored or processed by these alternatives will also be subject to the privacy policies of the relevant third parties, and may vary. We will, however, take all reasonable steps to ensure that your personal information is sufficiently protected in any case.

Our partner clinicians may, at their discretion, use AI-powered tools including but not limited to Heidi Health, Lyrebird Health, NovoNote (NovoPsych), or Oqea Frame, to:

- help generate accurate and timely clinical notes during sessions; and
- provide decision support and clinical reasoning assistance.

Oqea Frame

We have developed a new clinical decision-support tool that uses AI to help clinicians generate a diagnostic medical report for the assessment and treatment various mental health criteria (for example ADHD) called Oqea Frame. Oqea Frame utilises several different sources of information in treatment of each Member, and uses AI to analyse the degree to which the Member meets each ADHD diagnostic criteria.

If your clinician elects to use Oqea Frame, your personal information may be used to assist our clinicians in providing better, more efficient patient care, with more time spent focusing on you. Additionally, your personal information may be used to train or fine-tune Oqea Frame, for example, by optimising prompts, or providing relevant context to clinician feedback.

The security of your personal information is our number one priority, so we have taken all necessary steps to ensure that your personal information is protected from unauthorised access, use and disclosure.

We otherwise note that while the personal information we collect is always stored within Australia, it may be used or processed (but never disclosed) overseas in trusted, secure data centres which are held to the highest standard of data security. We will always retain full control over the personal information used or processed overseas.

If you have any questions or concerns about our use of technology in patient care, please feel welcome to contact us using the details provided at the end of this policy.

If you would prefer your clinician not to use AI-powered tools when providing Services to you, please let us know at any stage by contacting our Privacy Officer using their details in Part A. Otherwise, please feel welcome to let your clinician know and they will happily oblige. In any case, our provision of Services to you will not be materially affected by your decision to allow or disallow our use of AI-powered tools.



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PART C – MANAGEMENT OF PERSONAL INFORMATION OF INDIVIDUALS OTHER THAN AS MEMBERS

Where an individual interacts with us other than for the provision of Services, they do so not as a Member. For example, where we deal with suppliers, contractors, or employees. In such cases, this Part C will apply.

To note, where a Member interacts with us other than for the provision of Services (such as by visiting the website for purposes other than to book a session), they do not do so as a Member, and this Part C will apply to the information collected, used, disclosed, or held as a result of that interaction. The Member's sensitive information in any case remains confidential.

WHAT PERSONAL INFORMATION DO WE COLLECT?

The categories of information that we collect from individuals other than as Members include their:

- name (first and last);
- contact details (email, phone number, and postal address);
- gender;
- date of birth;
- job titles;
- government identifiers such as Tax File Number, drivers' license, passport and Medicare numbers and visa/work permit status;
- social media handles;
- credit information such as details relating to credit history, credit capacity and eligibility for credit;
- details of superannuation and insurance arrangements;
- educational qualifications, employment history and salary; and
- personal information about your spouse and dependents.

We will not collect sensitive information under this Part C without consent. In any case, we will always collect such information in a non-intrusive, lawful and fair manner.

Your personal information and sensitive information is only collected as is necessary for us to carry out our work and deliver our Services to our Members.

HOW DO WE COLLECT YOUR PERSONAL INFORMATION?

For individuals other than as Members, we collect personal information directly from you:

- when you provide it to us, including through our Sites;
- by your voluntary completion of questionnaires on our Sites;



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- from your disclosure on the public domain;
- from authorised third-party data sources and data lists for the purposes of providing our Services;
- from your personal or business, health and medical professionals, advisors, partners, associates, employers, recruiters, and potential employers at your direction; and
- by your usage of the Sites e.g. the pages that you visit, what links you click by contacting us by post, telephone, email, or other electronic methods.

Sometimes we will also be required to collect information about you from other sources. We do this only if it is necessary to do so, such as where:

- we cannot readily contact you and we rely on publicly available information to update your contact details;
- we, at your request, receive information with your accounting, legal or financial advisors or other representatives;
- you consent to us collecting personal information from a third party;
- we are authorised to do so under the law, or a court or tribunal order; or
- it is unreasonable or impracticable for us to collect personal information only from you.

Also:

- we may ask for other information from you from time to time to enable us to improve the Services, though please note you are under no obligation to provide us with this information.

In some cases, you might provide personal information to us by entering it into forms which store the information in our cloud-based servers. Alternatively, your information may be disclosed to us by an organisation with whom you interact, with your consent or at your direction.

WHY DO WE COLLECT, HOLD, AND USE YOUR PERSONAL INFORMATION?

Using personal information other than as a Member

The purposes that we collect, hold and use your personal information include to:

- provide or administer our Services to our Members;
- consider whether you may be suitable for a particular role;
- compile a report for our Members;
- send you marketing communications about our Services, with each communication providing you with a simple way to “opt out” of receiving similar communications in the future;
- assist in facilitating arrangements with other organisations in relation to a service we may may available in future;



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- allow us to run our business and perform administrative and operational tasks, such as:
 - training staff;
 - developing and marketing products and services;
 - conducting risk management;
 - performing systems development and testing, including for our Sites and other online channels;
 - undertaking planning, research and statistical analysis; and
 - preventing or investigating any fraud or crime, or any suspected fraud or crime;
- comply with laws, regulations or codes binding us;
- manage our relationship with our Members;
- investigate and deal with suspected or actual unlawful activity;
- assist with recovering amounts owing to us;
- fulfill any purpose for which you have given your consent;
- deliver and improve our Services and our Sites;
- provide personalised and direct marketing content to your email address, mobile phone, portable computing and other digital technology devices;
- compile analytics in sizing or quantifying market opportunity;
- predict market opportunity forecasting and resource allocation;
- disclose to other businesses who assist us or our customers in providing services or who perform functions on our customers' behalf; or
- conduct credit checks (if and where necessary).

USE OF TECHNOLOGY OTHER THAN AS A MEMBER

We use, in addition to our own proprietary technologies and systems, various third-party software and technologies, each of which may have their own privacy policies and terms of use.

Please also note, owing to the ever-changing nature of technology and so that we are always providing optimal support to you, we may use different third-party support software and platforms from time to time. To that end, any such personal information data stored or processed will also be subject to the privacy policies of the relevant third parties and may vary. We will, however, take all reasonable steps to ensure that your personal information is sufficiently protected in any case



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We otherwise note that while the personal information we collect is always stored within Australia, it may be used or processed (but never disclosed) overseas in trusted, secure data centres which are held to the highest standard of data security. We will always retain full control over the personal information used or processed overseas.

If you have any questions or concerns about our use of technology in patient care, please feel welcome to contact us using the details provided at the end of this policy.

AGGREGATED AND STATISTICAL INFORMATION

We may de-identify or anonymise personal information (such that it is no longer personal information) and use it in aggregate. This aggregated information may be disclosed to third parties, including researchers, regulators and industry bodies.

When you visit our Sites or use our Services, we automatically collect the following information:

- Usage Information. We collect information about your activity through our Sites. For example, we may collect information about how you purchase or interact with our Sites or which queries you submit.
- Content Information. We collect content, queries and responses that you engage with via our Services and Sites, such as custom content, and information about the content you create or provide, such as if the recipient has viewed the content and the metadata that is provided with the content.
- Information Collected by Cookies and Other Technologies. Like most online services and mobile applications, we may use cookies and other technologies, such as web beacons, web storage, and unique advertising identifiers, to collect information about your activity, browser, and device. We may also use these technologies to collect information when you interact with our Sites we may offer through one of our partners, such as advertising and commerce features.
- Log Information. We also collect log information when you use our Sites. That information includes, among other things:
 - details about how you have purchased or used our Sites;
 - device information, such as your web browser type and language;
 - access times;
 - pages viewed;
 - IP address;
 - identifiers associated with cookies or other technologies that may uniquely identify your device or browser; and pages you visited before or after navigating to our Sites.

Most web browsers are set to accept cookies by default. To learn more about how we use cookies and your choices, please refer to the “Cookie Policy” section of Part A.



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HOW AND WHY DO WE DISCLOSE YOUR PERSONAL INFORMATION?

We may disclose your personal information to third parties, other than as a Member, to:

- report to government agencies;
- obtain professional or insurance advice;
- comply with training requirements;
- comply with regulatory or legal requirements;
- perform credit reporting and checks; and
- comply with laws or court orders.

When we disclose your personal information to a third party, we will require the third party to handle your personal information in accordance this Privacy Policy and the Australian Privacy Principles.

We may sometimes use third party service providers to conduct surveys and facilitate information collection. Some of these service providers conduct all or part of their business overseas and so your personal information may be transferred overseas as a result.

We will conduct a due diligence process before entering into an agreement with these service providers and will take all reasonable steps to ensure that your information is protected in a manner that is at least substantially similar to the way in which the Australian Privacy Principles protect information.

Web traffic information is disclosed to Google Analytics or similar tracking tool when you visit any of our Sites. Google stores information across multiple countries. When you communicate with us through a social network service such as Facebook or X/Twitter, the social network provider and its partners may collect and hold your personal information overseas.