September 2026

NeuroStrip™ software - End user licence terms

1 Application

These end user licence terms (**Terms**) apply to your use of the NeuroStrip™ software (**Software**), which is a software application provided by Control Bionics (Australia) Pty Ltd ACN 115 466 218 (**Control Bionics**, **we**, **us** or **our**) that allows a user, via a compatible personal device (**Device**), to interact with, operate, monitor, use and manage the NeuroStrip™ surface Electromyography ('sEMG') device or system supplied by us or our authorised distributors (**Product**). These Terms also apply to any updates or improvements to, or any replacement of, the Software which may be made available by us to you from time to time.

Each reference in these Terms to **you** or **your** is a reference to the individual or entity that agrees to comply with, or has accepted (in accordance with clause 2), these Terms. Some other words used in these Terms have also been defined elsewhere in these Terms.

2 Acceptance of Terms

These Terms form a binding legal agreement between you and Control Bionics. You are taken to have read, acknowledged and accepted these Terms by doing any one or more of the following:

- by accepting or consenting to these Terms electronically through the Software when you (or someone authorised to do so on your behalf) downloads, installs or copies the Software (e.g., by clicking or otherwise selecting an "Accept" or similar button which appears on the Device, computer or other equipment (as applicable) that is used to download, install or copy the Software, or on which the Software is downloaded, installed or copied);
- by using the Software; or
- by you (or someone authorised to do so on your behalf) signing or otherwise agreeing to any other document incorporating these Terms (including by reference) given to you by Control Bionics, its related bodies corporate and/or its authorised distributors and/or agents (together, **Control Bionics Group**), including when you (or someone authorised to do so on your behalf) accepts a quotation provided by the Control Bionics Group for the sale or supply to you of the Products and the licensing of the Software to you (and anyone else you authorise to use the Products the Control Bionics Group sells or supplies to you).

If you do not agree to these Terms, you are not permitted to access or use the Software (and, as the Software is required to interact with, operate, monitor, use and manage the Product, you will then not be able to use the Product either).

3 Licence to access and use the Software

When you accept these Terms, Control Bionics grants you a licence to access and use the Software in accordance with, and subject to, these Terms. This licence is revocable by Control Bionics, is not exclusive to you and cannot be transferred or sub-licensed by you. However, if you authorise anyone else to use any of the Products the Control Bionics Group sells or supplies to you (for example, your employees or contractors), then they may also access and use the Software, provided they read, acknowledge and accept these Terms in the same way that you do under clause 2.

If you have agreed to pay a fee or other charge for the right to access and use the Software (for example, where you have accepted a quotation for the licensing of the Software to you on a subscription basis), then your right to access and use the Software under these Terms is conditional on you paying all such agreed fees and charges at the time or times they are due. If you cease (or fail to pay, when due) such fees and charges, you will be taken to be in breach of these Terms, and your right to access and use the Software automatically terminates. To the maximum extent permitted by law, except as expressly provided otherwise in these Terms, any fees or charges paid by you for accessing and using the Software are not refundable.

In addition to the above, if you are in default of any payment obligation owed to any member of the Control Bionics Group in connection with the supply of any Product to you (including any instalment of the purchase price for the Product) under the terms and conditions or contract applicable to the supply of that Product, Control Bionics may, at its option and without limiting its other rights and remedies, suspend your (and any of your authorised users') access to, and use of, the Software and any associated Account(s) until such default is remedied. For the avoidance of doubt, any such suspension does not affect your obligation to pay any amounts owing to Control Bionics under the terms and conditions or contract applicable to the supply of the Product.

4 Your use of the Software

You are only entitled to access and use the Software:

- for the purpose of enabling you to interact with, operate, monitor, use and manage one or more Products in your possession (which are paired with the Software), and to access and review any biometric, performance and other data generated by those Products, in accordance with any user guides, instructions and/or training (including as to the safe use of those Products) provided by the Control Bionics Group; and
- for any other lawful and genuine purposes specified by us.

You must not:

- use the Software in any manner that is illegal or violates any applicable law or regulation;

- upload files to the Software that contain viruses or other malware;
- upload to the Software (or publish through the Software or link from the Software) any content that is (in our reasonable opinion) not your intellectual property, or is illegal, threatening, defamatory, violent, obscene or offensive;
- use the Software to send any unsolicited messages;
- attempt to circumvent or disable any security features or measures used within the Software;
- attempt to modify, copy, adapt or reproduce any part of the Software, except as necessary to use it for normal operation (as specified by us);
- decompile, disassemble, reverse-engineer, or otherwise derive the code for, the Software or any technology features or measures in the Software, or attempt to do any of the foregoing;
- resell or sub-license access to the Software;
- remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software, or used in connection with the Software; or
- take any action that interferes in any manner with our rights in respect of the Software.

5 Availability

Your access and use of the Software may be interrupted from time to time for any of several reasons, including, without limitation, the malfunctioning of your Device or periodic updating. To the maximum extent permitted by law, no member of the Control Bionics Group is liable to you or any other person or entity for any loss, cost or damage that results from any such interruption.

From time to time, we may include new and/or updated pre-release features and trial use features (**Preview Features**) in the Software for your use and which permit you to provide feedback to us. You do not have to use these Preview Features and we are not obliged to provide you with any Preview Features. If you do decide to use any Preview Features, you must abide by any rules or restrictions that we may place on them. The Preview Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. To the maximum extent permitted by law, you acknowledge and agree that all use of the Preview Features is at your sole risk.

6 Use of your Device and internet access

Use of the Software requires a compatible Device and Product, and downloading the Software will (and the use of some features of the Software may) require the use of the internet and network access. Please contact us as set out in clause 16 below for the relevant technical requirements. You agree that you are solely responsible for ensuring that:

- the Device(s) you intend using to access or operate the Software is compatible with the Software (unless you purchase or otherwise obtain the Device from the Control Bionics Group together with the Product); and
- you have appropriate and adequate internet and network access, including paying any applicable internet service provider charges and installing application/software updates, as well as complying with the terms of your agreement or agreements with your Device provider and your telecommunications/internet service provider(s).

7 User accounts

To be able to use the Software and the Product, you (and each person you authorise to use a Product) must set up an on-line account with us (**Account**). When you or an authorised user sets up an Account, they will be required to specify a password and username.

You and each of your authorised users are responsible for maintaining the confidentiality of their respective passwords and Accounts, and are fully responsible for all activities that occur under their respective passwords and Accounts. You agree to (and to ensure that each of your authorised users agrees to):

- immediately notify us of any unauthorised use of their respective passwords or Accounts or any other breach of security; and
- ensure that they exit from their respective Accounts at the end of each session.

The Control Bionics Group will not be liable for any loss or damage arising from your (or any of your authorised users') failure to comply with this clause 7. You and each authorised user are solely responsible for content and the use of their respective Accounts.

8 Intellectual property rights

All intellectual property rights in the Software, and in any content within the Software (including the "look and feel", text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by members of the Control Bionics Group or our technology partners/licensors. Except as expressly permitted by these Terms, you must not use or permit the use of any of the Control Bionics Group members' intellectual property rights for any purpose other than to enable you to use the Software. You must not sell, transfer or divulge any of those intellectual property rights to anyone without our prior written consent.

9 Disclaimers

The operation of functions of the Software may be dependent on telecommunications services, computer networks and the internet, which can be unpredictable and may from time to time interfere with the use of some functionality of the Software. We do not control these telecommunications services, computer networks and the internet services that are required to access the Software. Accordingly, no member of the Control Bionics Group is responsible for the security of any information that you choose to communicate with us or the Software while it is being transmitted (or for any information lost during transmission).

You acknowledge that any advice or information provided by any member of the Control Bionics Group regarding the Software or the Product (including any advice or information provided by or through the Software) is not medical advice, and is not a substitute for medical advice. Any such information which is health-related is provided for general or information purposes only. In particular, you acknowledge that any biometric, performance and other data generated, recorded or displayed by the Software and the Product is provided for informational purposes only and does not constitute a clinical assessment, recommendation or diagnosis. If you have any health-related questions or concerns about your use of the Software or the Product, Control Bionics recommends that you consult a medical doctor or other suitably qualified healthcare professional.

10 Privacy and data protection

When you create an Account and use the Software with the Product, we collect information about you that is generated through, or collected via, your use of the Product and/or Software, including electromyography (EMG) and other neuromuscular signal data, session recordings, video capture (if applicable), performance metrics and assessment reports (**Your User Data**), together with Account and profile information (such as your name and contact details, and any details of your club, clinic or organisation) and technical or usage data about your Device and your use of the Software. Your User Data, together with this other information, is personal information (**Personal Information**) within the meaning of the *Privacy Act 1988* (Cth) (**Privacy Act**), and Your User Data includes health information and other sensitive information (**Health Information** and **Sensitive Information** respectively) within the meaning of the Privacy Act.

By accepting these Terms, you consent to Control Bionics collecting Your User Data, including Health Information and other Sensitive Information about you, for the purposes described below.

We collect, use and disclose Your User Data:

- to provide the Software and the Product to you, including generating performance profiling, return-to-play and other reports;
- to share relevant reports and data with your club or organisation (including its coaching, medical and performance staff), where you access the Software through, or in connection with, that club or organisation;
- to provide technical support, maintenance and updates to the Software;
- to comply with our legal obligations; and
- for any other purpose, including as described below in relation to the Control Bionics Database.

We may store, process or disclose your Personal Information outside Australia, including in the United States of America and Singapore, where Control Bionics' database and hosting providers and their sub-processors are based or from which they may access data for support, maintenance and operational purposes. Personal Information is primarily stored in the region geographically closest to you (for Australian users, this is a data centre located in the Sydney region of Australia), and where you are located outside of Australia, primary storage may occur in the country or region closest to you. We will take reasonable steps to ensure that any overseas recipient of your Personal Information handles it consistently with the Australian Privacy Principles, to the extent required by the Privacy Act.

In addition to the purposes described above, Control Bionics will de-identify Your User Data and combine it with data from other users to create data from which no individual is identified and could not reasonably be re-identified (**Aggregated Data**), which we intend to use to develop, improve and offer a longitudinal dataset developed and maintained by Control Bionics using Aggregated Data from multiple users of the Software and the Product, which may be used by Control Bionics for benchmarking, analytics, research, product development and improvement, and for the development of new products and services, and which may be made available or licensed by Control Bionics to third parties (including sporting organisations, researchers, commercial partners and other customers) (**Control Bionics Database**), and other products and services. You may ask us to stop including your data in the Control Bionics Database at any time by contacting us using the details in clause 16 (How to contact us). Withdrawing your consent will not affect your ability to use the Software or the Product, and will not affect any Aggregated Data already created before you withdraw your consent, to the extent that data no longer identifies you.

If you are under the age of 18 years, a parent or legal guardian must accept these Terms, and provide any consents referred to in this clause 10, on your behalf.

We take reasonable technical and organisational steps to protect your Personal Information from misuse, interference, loss, and unauthorised access, modification or disclosure.

Our respective obligations, and yours, in connection with an actual or suspected eligible data breach (within the meaning of Part IIIC of the Privacy Act) (**Eligible Data Breach**) affecting Your User Data are set out in clause 11 (Data breaches), and this clause 10 is subject to clause 11.

We will retain Your User Data only for as long as reasonably necessary for the purposes described in this clause 10, and will delete or de-identify it when you close your Account or on request, except to the extent we are required or permitted by law to retain it, or it has already been de-identified in accordance with this clause.

You may ask to access or correct your Personal Information, or make a complaint about how we have handled it, by contacting us using the details in clause 16 (How to contact us). If you are not satisfied with our response, you may complain to the Office of the Australian Information Commissioner (**OAIC**). This clause 10 is our privacy notice to you for the purposes of the Product and Software.

11 Data breaches

If you become aware of, or suspect, unauthorised access to your Account, or any other actual or suspected data breach or security incident affecting Your User Data, you must tell us as soon as reasonably practicable, using the details in clause 16 (How to contact us).

If we become aware of an actual or suspected Eligible Data Breach affecting Your User Data, we will investigate and assess it, and will notify you and the Office of the Australian Information Commissioner where required to do so under the Privacy Act, in accordance with Part IIIC of the Privacy Act.

If we ask, you agree to give us reasonable information and assistance to help us investigate a suspected data breach or security incident affecting your Account or Your User Data.

Nothing in this clause 11 restricts your right to make a complaint to us or to the Office of the Australian Information Commissioner about how we have handled your Personal Information, including in connection with a data breach.

12 Exclusion and limitations of our liability

Except as otherwise stated in these Terms and to the maximum extent permitted by law, none of Control Bionics, any other member of the Control Bionics Group or any related entity of Control Bionics (each a **Protected Party**) will be liable to you or any other person for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of opportunity, loss of data or information or loss or damage resulting from wasted management time, irrespective of whether the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise, or whether any Protected Party or any other person was previously notified of the possibility of that loss or damage, arising from your access or use of the Software.

Except as otherwise provided in these Terms, and to the maximum extent permitted by law, any warranty, guarantee, condition, representation, undertaking or other right that would be implied in these Terms or is otherwise imposed by statute, common law, equity, trade, custom or usage, is excluded.

Notwithstanding the other provisions in these Terms, no Protected Party excludes, restricts or modifies any warranty, guarantee, condition, representation, undertaking or other right under any statute (including the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute or cause any part of these Terms to be void (**Non-Excludable Guarantee**). To the maximum extent permitted by law, the liability of the Protected Parties for a breach of a Non-Excludable Guarantee is limited, at our option, to supplying the relevant services again or paying the cost of having the relevant services supplied again.

No Protected Party will be liable to you or any other person for any loss or damage, or injury or death caused by your use of the Software, or operation of any Product:

- in a dangerous or reckless manner, or for any illegal purpose;
- contrary to any user guides, instructions, training and/or warnings (including as to the safe use of the Software and/or Product) provided by us; or
- for any purpose other than the purpose or purposes for which the Software and the Product are intended to be used, or other than any purpose specified by us.

Subject to the other provisions of this clause 12, our maximum aggregate liability for all proven losses, damages and claims arising out of these Terms or the access or use by you or any other person of the Software, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of the amounts paid by you to us for your right to access and use the Software under these Terms.

13 Termination and expiry

If we and you have agreed that you are to access and use the Software for a fixed period on a subscription basis, including as set out in any quotation from us that you have accepted (**Subscription Period**), then these Terms will apply until expiry of that Subscription Period (including any subsequent extension or renewal of the Subscription Period as agreed between us and you), unless these Terms are terminated earlier by either us or you as set out below. If no Subscription Period exists, then these Terms will continue to apply until terminated by either us or you, as set out below.

We may, at any time, terminate our legal agreement under these Terms with you:

- if you have breached any provision of these Terms (or acted in a manner which clearly shows that you do not intend to, or are unable to, comply with these Terms) and you have not remedied that breach within 7 days after we give you written notice of the breach; or
- if Control Bionics, in its sole discretion, reasonably believes it is required to do so by law.

You may terminate our legal agreement under these Terms with us for any reason and at any time by giving us at least 30 days' prior written notice. If you do so, and there is no outstanding breach by us of any of our material obligations under these Terms as at the date of termination, then you will not be entitled to a refund of any subscription fees or other amounts which you have paid for accessing and using the Software (including any upfront fees or amounts, or fees or amounts paid by you in advance).

On termination (either by us or you) of these Terms for any reason, or on expiry of any applicable Subscription Period:

- you must immediately cease all use of the Software (and must delete all copies of the Software from any Device or other equipment owned or controlled by you);
- your access (and your authorised users' access) to their Accounts will cease; and
- your access (and your authorised users' access) to Your User Data (and any other data) collected by, or generated through, the Software will cease. You acknowledge and agree that you are solely responsible for taking such steps as you consider necessary prior to termination or expiry to retain any of Your User Data (or any other data) collected by, or generated through, the Software that you wish to keep. To the maximum extent permitted by law, we have no obligation to continue to make any of Your Data or other such data available to you or your authorised users after such termination or expiry.

This clause 13, and clauses 8 to 12 (both inclusive), survive termination or expiry of these Terms and/or any applicable Subscription Period.

14 Changes to these Terms and the Software

We may change these Terms at any time by giving you at least 14 days' written notice (which may be by email, through the Software or other electronic means). You may refuse to accept any revised Terms by giving us written notice within that 14 day notice period, in which case you may be required to cease access to, and use of, the Software. If you do not make such an election within that 14 day notice period or if you continue to access or use the Software after that 14 day notice period, you are taken to have accepted and agreed to be bound by the revised Terms. If we change these Terms in a way that materially adversely affects you, and you give us written notice under this clause 14, then you will be entitled to a refund of such portion of any subscription fees or other amounts which you have paid us in advance for your right to access and use the Software as relates to any period arising after the date on which your access to, and use of, the Software ceases under this clause 14.

We reserve the right to change the design, features and/or functionality of the Software or the Product at any time.

15 General

These Terms are governed by and must be construed in accordance with the laws in force in Victoria, Australia. You and Control Bionics submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms.

Any failure or delay by us to exercise any right conferred by these Terms will not be considered as a waiver of those rights.

Any provision of these Terms that is held to be invalid or unenforceable in any jurisdiction must:

- to the extent it is capable of being read down in that jurisdiction, be read down in that jurisdiction to the minimum extent necessary to achieve validity or enforceability in that jurisdiction; and
- to the extent not capable of being read down in that jurisdiction, be severed from these Terms in that jurisdiction,

without invalidating or affecting the remaining provisions of these Terms or the validity or enforceability of that provision in any other jurisdiction.

These Terms constitute the entire agreement between Control Bionics and you relating to the use of the Software. These Terms supersede and replace any prior agreements between us regarding the Software.

In these Terms, "related body corporate" and "related entity" have the meaning given in the *Corporations Act 2001* (Cth).

To the extent that a provision of these Terms is expressed to be for the benefit of one or more persons or entities (other than Control Bionics and you), such as related entities, employees, agents or contractors of Control Bionics, Control Bionics enters into the agreement incorporating these Terms in its own capacity and in its capacity as trustee and agent for those persons or entities, and Control Bionics is entitled to enforce that provision for the benefit of itself and those persons and entities.

16 How to contact us

If you have any questions about these Terms or the Software, please contact us in one of the following ways:

- by phone: +61 (03) 9897 3576;
- by email: support@controlbionics.com; or
- by post: Level 4, 11-13 Pearson Street, Cremorne VIC 3121