

Prescribe
Digital®



Terms and Conditions



1. Introduction and Acceptance of Terms

These Terms and Conditions (“Terms”) govern your use of Prescribe Digital’s software solutions, including Amplify+® and AISA® (together, the “Platform”). By accessing or using the Platform, you agree to comply with and be bound by these Terms, as well as our applicable Privacy Policy.

For clarity in these Terms:

- **“Platform”** means our software solutions Amplify+® and AISA®, including updates, upgrades, and hosted services.
- **“Services”** means customer support, training, hosted services, and related assistance provided by Prescribe Digital.
- **“Fees”** means the charges payable for licences, subscriptions, and Services, as set out on our website or agreed with your organisation.

If you do not agree to these Terms, you must not use the Platform.

Prescribe Digital reserves the right to update or amend these Terms at any time. Any changes will be communicated via our website or through authorised partners, and continued use of the Platform after such changes constitutes acceptance of the updated Terms.

2. Licence and Use of Amplify+® and AISA®

2.1 Licence Grant

Prescribe Digital grants you a worldwide, revocable, non-exclusive, and non-transferable licence to access and use **Amplify+®** and **AISA®** (the “Platform”) in accordance with these Terms.

2.2 Permitted Use

You may use the Platform only for your organisation’s internal business purposes, and only in compliance with applicable laws, regulations, and professional standards.

2.3 Restrictions

You must not:

- licence, sublicense, sell, resell, transfer, assign, distribute, or otherwise make the Platform available to any third party.
- modify, adapt, or create derivative works based on the Platform;

- attempt to decipher, decompile, disassemble, or reverse engineer the Platform;
- use the Platform to build or support a competing product or service;
- interfere with or disrupt the integrity, security, or performance of the Platform;
- attempt to gain unauthorised access to the Platform or related systems;
- use automated tools (such as bots, crawlers, or scrapers) to extract data from the Platform;
- send or store unlawful, infringing, or harmful material through the Platform.

2.4 Account Access

You may be required to create an account or be provided with credentials by **Prescribe Digital** or an authorised partner. You are responsible for maintaining the confidentiality of your login details and must notify Prescribe Digital immediately if you suspect any unauthorised access.

3. Fees and Payment

3.1 Fees

Fees for licences, subscriptions, and Services relating to **Amplify+®** and **AISA®** (the “Platform”) are set out on Prescribe Digital’s website or as agreed in writing with your organisation. Prescribe Digital may update its pricing from time to time, and any changes will be communicated in advance. Renewal fees may be adjusted at Prescribe Digital’s discretion, with at least thirty (30) days’ prior notice.

3.2 Payment Terms

All invoices must be paid within thirty (30) days of the invoice date, unless otherwise agreed in writing. Payments must be made in the currency specified on the invoice.

3.3 Late Payments

If payment is not received by the due date:

- interest may accrue on the outstanding balance at a rate of 1.5% per month (or the maximum rate permitted by law, if lower), compounded monthly, until full payment is received;
- you may be required to reimburse Prescribe Digital for reasonable costs of collection, including legal fees; and

- Prescribe Digital may suspend or restrict access to the Platform until all overdue amounts are paid in full.

3.4 Taxes

You are responsible for all applicable taxes, duties, and charges associated with your use of the Platform, including but not limited to sales tax, value-added tax, and withholding taxes. Where withholding taxes are required by law, you must gross up payments so that Prescribe Digital receives the full amount due.

3.5 Refunds and Cancellations

Refunds will only be provided where required by applicable consumer protection laws. Unless otherwise required by law, fees paid for licences, subscriptions, or Services are non-refundable. You may cancel your subscription at any time, but cancellation does not entitle you to a refund of fees already paid.

3.6 Trials

Trial access to the Platform is limited to thirty (30) days unless otherwise agreed in writing. Continued use beyond the trial period requires a paid subscription. Prescribe Digital reserves the right to suspend or terminate trial access at any time.

4. Termination

4.1 Termination by Prescribe Digital

Prescribe Digital may suspend or terminate your access to **Amplify+®** and **AISA®** (the “Platform”) immediately if:

- you materially breach these Terms;
- you fail to pay any Fees when due;
- you misuse the Platform or use it in a manner that is unlawful or inconsistent with its intended purpose; or
- termination is required or permitted by law.

Where reasonably practicable, Prescribe Digital will provide prior notice before suspension or termination. However, immediate suspension or termination may occur where necessary to protect the security, integrity, or lawful operation of the Platform.

4.2 Termination by You

You may terminate your subscription or licence at any time by providing written notice to Prescribe Digital or cancelling through your account settings. Termination does not entitle you to a refund of Fees already paid, except where required by applicable consumer protection laws.

4.3 Consequences of Termination

Upon termination of these Terms:

- you must immediately cease all use of the Platform;
- your account and access credentials will be disabled;
- all outstanding Fees and charges remain payable; and
- Prescribe Digital may delete or restrict access to any data stored on the Platform, subject to applicable data protection laws.
- Prescribe Digital will retain customer data for thirty (30) days following termination before permanent deletion, unless otherwise required by law.

4.4 Survival of Terms

Any provisions relating to intellectual property, confidentiality, liability, indemnity, and governing law will continue to apply after termination.

5. Intellectual Property Rights

5.1 Ownership

All intellectual property rights in **Amplify+®**, **AISA®**, and any related content, documentation, or services (collectively, the “Platform”) remain the exclusive property of Prescribe Digital and/or its licensors.

5.2 Licence Limitations

Except as expressly permitted under these Terms, you must not:

- copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Platform;
- distribute, sublicense, lease, rent, or otherwise make the Platform available to any third party;

- remove, obscure, or alter any proprietary notices, trademarks, or other identifiers contained in or affixed to the Platform.

5.3 Trademarks

You are granted a limited, non-exclusive, non-transferable licence to use Prescribe Digital's trademarks (including **Amplify+®** and **AISA®**) solely for the purpose of identifying yourself as a customer or user of the Platform, and only in accordance with Prescribe Digital's branding guidelines. All goodwill arising from such use belongs exclusively to Prescribe Digital.

5.4 No Transfer of Rights

Your use of the Platform does not transfer any ownership rights to you. You are granted only the limited rights expressly set out in these Terms.

6. Warranties and Disclaimers

6.1 Prescribe Digital's Warranties

Prescribe Digital warrants that:

- it owns or has the right to licence the intellectual property in **Amplify+®** and **AISA®** (the "Platform"); and
- in creating the Platform, it has not knowingly infringed the intellectual property rights of any third party.

6.2 Exclusion of Implied Warranties

Except as expressly stated in these Terms, all other warranties, conditions, or representations (whether statutory, common law, or otherwise) are excluded to the fullest extent permitted by law. This includes, without limitation, implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, or non-infringement.

6.3 Consumer Protection

Nothing in these Terms excludes or limits any rights or remedies that cannot lawfully be excluded under applicable consumer protection legislation, including:

- in Australia, the Competition and Consumer Act 2010 (Cth);
- in the United Kingdom, the Consumer Rights Act 2015;

- in the European Economic Area (EEA), applicable national laws implementing EU consumer protection directives.

6.4 Platform Limitations

Prescribe Digital does not warrant that the Platform will be error-free, uninterrupted, secure, or free from viruses or other harmful components. The Platform has not been developed to meet your individual requirements, and it is your responsibility to ensure that its facilities and functions meet your needs.

6.5 Disclaimer of Liability for Use

You access and use the Platform at your own risk. Prescribe Digital is not responsible for:

- any damage to your systems, software, or data caused by use of the Platform;
- any loss of profits, business, contracts, goodwill, or revenue;
- any indirect, special, or consequential loss or damage, even if Prescribe Digital has been advised of the possibility of such loss.

7. Liability and Indemnity

7.1 Limitation of Liability

Except where prohibited by law, Prescribe Digital's maximum aggregate liability under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to the total Fees you paid for access to **Amplify+®** and **AISA®** (the "Platform") in the twelve (12) months preceding the event giving rise to the claim. Prescribe Digital expressly excludes liability for any clinical outcomes, diagnoses, or treatment decisions, which remain the sole responsibility of the clinician.

7.2 Exclusions of Liability

Prescribe Digital is not liable for:

- any indirect, special, or consequential loss or damage;
- any loss of profits, business, contracts, goodwill, or revenue;
- any loss or corruption of software, data, or hardware;
- any damage caused by viruses, malware, or other harmful components;
- any personal injury, property damage, or third-party claims arising from your misuse of the Platform.

7.3 Your Indemnity

You agree to indemnify and hold harmless Prescribe Digital, its related bodies corporate, directors, officers, employees, and agents against any claims, damages, liabilities, losses, or expenses (including legal costs on a full indemnity basis) arising out of:

- your breach of these Terms;
- your misuse of the Platform;
- any infringement of intellectual property rights caused by your actions;
- any claim brought by a third party as a result of your use of the Platform.

7.4 Compliance with Laws

You acknowledge that you are responsible for ensuring your use of the Platform complies with all applicable laws, regulations, and professional standards, including data protection and privacy obligations.

8. Data Protection and Privacy

8.1 Compliance with Laws

Your use of **Amplify+**® and **AISA**® (the “Platform”) is subject to Prescribe Digital’s Privacy Policy, which complies with applicable data protection laws in the UK/EEA, Australia, New Zealand, and other jurisdictions. The Privacy Policy is available at:

- [UK/EEA Privacy Policy](#)
- [Australia Privacy Policy](#)

8.2 Handling of Personal Data

Prescribe Digital will process personal data in accordance with its Privacy Policy. By using the Platform, you consent to such processing. The Privacy Policy explains how data is collected, stored, and used.

8.3 Security Measures

Prescribe Digital implements reasonable technical and organisational measures to protect personal data and confidential information against unauthorised access, disclosure, alteration, or destruction.

8.4 Breach Notification

If you become aware of any unauthorised access to your account or data, you must notify Prescribe Digital immediately. Prescribe Digital will notify you promptly if it becomes aware of a data breach affecting your personal information, in accordance with applicable laws.

8.5 Third-Party Access

Where third parties (such as authorised partners or service providers) have access to personal data, Prescribe Digital will ensure that such parties are bound by obligations consistent with these Terms and applicable data protection laws.

9. Support and Service Availability

9.1 Support Services

Prescribe Digital provides customer support for **Amplify+®** and **AISA®** (the “Platform”) through email, phone, and online channels during standard business hours (9:00 am – 5:30 pm AEST, Monday to Friday, excluding public holidays).

9.2 Escalation and Priority Support

Where issues cannot be resolved through first-line support, Prescribe Digital will provide escalation and priority support in accordance with its published service levels.

9.3 Service Availability

Prescribe Digital aims to provide high availability of the Platform, with a target uptime of 99.5% per calendar month. However, service availability may be affected by factors outside Prescribe Digital’s control, including internet connectivity, third-party services, or scheduled maintenance. Prescribe Digital does not provide service credits for downtime unless expressly agreed in a separate Service Level Agreement (SLA).

9.4 Scheduled Maintenance

Prescribe Digital may perform routine maintenance or upgrades to the Platform. Where practicable, notice of scheduled maintenance will be provided in advance, and downtime will be kept to a minimum.

9.5 Out-of-Hours Support

Support provided outside standard business hours or outside the agreed scope of Services may be subject to additional charges at Prescribe Digital’s prevailing rates, unless

10. Marketing and Use of Name/Logos

10.1 Use of Prescribe Digital's Name and Logos

You may not use Prescribe Digital's name, trademarks, or logos (including **Amplify+®** and **AISA®**) in any advertising, promotions, press releases, or public disclosures without prior written approval from Prescribe Digital.

10.2 Accurate Representation

Where approval is granted, any use of Prescribe Digital's name or trademarks must be accurate, not misleading, and must comply with Prescribe Digital's branding guidelines.

10.3 No Alteration

You must not alter, modify, dilute, or misuse Prescribe Digital's trademarks, nor combine them with any other marks or identifiers.

10.4 Revocation of Permission

Prescribe Digital reserves the right, at its sole discretion, to revoke or limit any permission to use its name, trademarks, or logos at any time by providing written notice. Upon receipt of such notice, you must immediately cease or modify such use as directed.

10.5 Ownership of Goodwill

All goodwill arising from your use of Prescribe Digital's trademarks belongs exclusively to Prescribe Digital. You do not acquire any ownership rights in Prescribe Digital's name, trademarks, or logos.

11. Section 11: Regulatory Classification of AISA®

11.1 Australia and Aligned Jurisdictions

- Under the regulatory framework of the Therapeutic Goods Administration (TGA) in Australia, **AISA®** is not classified as a medical device.
- **AISA®** is designed solely to assist clinicians with ambient clinical documentation, by securely transcribing and structuring clinical conversations to support accurate and efficient record-keeping.
- **AISA®** does not diagnose, treat, or provide clinical decision support, nor does it analyse physiological data or interact directly with patients. All medical judgments, interpretations, and treatment decisions remain the exclusive responsibility of the clinician.

- This classification aligns with regulatory positions adopted in New Zealand, the United States, and the European Union, where software products used exclusively for transcription or administrative documentation purposes are not considered medical devices.
- Regulatory classifications are subject to change. Prescribe Digital will update compliance measures as required by applicable authorities.

11.2 United Kingdom (MHRA / NHS England)

- In the United Kingdom, AI-enabled ambient scribe software that performs clinical summarisation is subject to regulation by the Medicines and Healthcare products Regulatory Agency (MHRA) as a medical device.
- **AISA**® is fully compliant with MHRA and NHS England requirements applicable to AI-enabled ambient documentation tools. It supports clinicians by transcribing and summarising consultations to improve documentation accuracy and efficiency.
- **AISA**® does not perform diagnostic, therapeutic, or analytical functions, and all clinical judgments, interpretations, and treatment decisions remain entirely the responsibility of the clinician.

12. Section 12: General Provisions

12.1 Notices

All notices under these Terms must be in writing and delivered by email or registered post to the addresses specified by Prescribe Digital. Notices are deemed received:

- if sent by email, on the day of transmission (provided no delivery failure notice is received);
- if sent by registered post, three (3) business days after posting.

12.2 Waiver

Failure or delay by Prescribe Digital to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

12.3 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.

12.4 Entire Agreement

These Terms, together with Prescribe Digital's Privacy Policy and any commercial agreements entered into with your organisation, constitute the entire agreement between you and Prescribe Digital regarding use of **Amplify+**[®] and **AISA**[®]. They supersede all prior agreements, understandings, or representations relating to the Platform.

12.5 Assignment

You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without Prescribe Digital's prior written consent. Prescribe Digital may assign or transfer its rights and obligations without restriction.

12.6 Governing Law and Jurisdiction

These Terms are governed by the laws of:

- **Australia**, where the Platform is licensed or accessed in Australia or aligned jurisdictions;
- **United Kingdom**, where the Platform is licensed or accessed in the UK or NHS contexts;
- **New Zealand**, where the Platform is licensed or accessed in New Zealand;
- **European Economic Area (EEA)**, where the Platform is licensed or accessed in Ireland or other EEA member states.

Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts in the relevant governing law jurisdiction.

For and on behalf of Prescribe Digital



Mark Frost

Managing Director

19 September 2025



Robin Kilner

Chief Technology Officer

19 September 2025