

## DXRX Acceptable Use Policy

Last update: 20 July 2023 (Version 2)

Welcome to **DXRX – The Diagnostic Network®** (“**DXRX Network**” or “**DXRX**”).

Here at Diaceutics, we want the DXRX Network to help us, you and our teams do the best we can to get every patient the precision medicine they deserve. Every day, our team strives to bring you DXRX Services that are dynamic and easily accessible. To keep improving on this, we need the help of the whole DXRX Network, which includes you!

We need you not to misuse or abuse our DXRX Services or each other. To better articulate what we mean by this, we have created this Acceptable Use Policy (or, “**AUP**”).

This AUP is incorporated by reference into, and is made a part of, the [DXRX User Terms](#) and unless otherwise defined in this AUP, all capitalized terms shall have the meaning set out in the [DXRX User Terms](#).

We want to keep it simple so you can easily understand what is expected of you when you use DXRX. One thing to remember is that we reserve the right to remove anything on DXRX if we think it is inconsistent with the spirit of this AUP. This is up to us and this AUP only provides some examples of when we might do this.

In respect of Your Content, the DXRX Services and other DXRX Users, here are some of the Do’s and Do Nots!

### The Do’s...

- contribute positively to the DXRX Network and encourage your peers to do the same;
- respectfully disagree with a communication and appreciate that we all have our differences of opinion and that is okay;
- stay on topic as best as possible when interacting with others;
- use your judgment and be kind to each other so we can keep networking and collaborating positively;
- be hospitable, respectful, polite, transparent, truthful, honest and responsible for your own interactions with others;
- provide just enough personal data for you and us to manage your activities on DXRX and no more than that;
- always act in accordance with the law;
- protect the privacy of others when you publish what could be other people’s private and confidential information without their express permission, or if you collect or gather other people’s personal data or information (including account names or information) from the use of our DXRX Services;
- solicit other DXRX Users only for the professional business-related purposes associated with your permitted activity on DXRX;
- represent yourself and/or your enrolling business entity honestly by not falsely claiming an affiliation with any person or entity, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or by falsely implying any sponsorship or association with Diaceutics or any third party); and
- upload only Your Content that is free of any “time-bombs”, “worms”, “viruses”, “Trojan horses”, “protect codes”, “data destruct keys” or other programming devices or code that might, or might be used to, access, modify, delete, damage, deactivate or disable any Contribution Content or other software, computer hardware, or data of Diaceutics.

### The Do Nots...

- copy Diaceutics Materials except where such copying is incidental to normal use, or where it is necessary for the purpose of back-up or operational security;
- sell, lease, sub-license, rent, loan, translate, merge, adapt, vary, modify, distribute or otherwise exploit (or attempt to) the content or property of Diaceutics or of others for any other purposes without lawful prior written consent;
- reverse-engineer or create derivative works based on the whole or any part of DXRX or DXRX Services except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving permissible inter-operability of DXRX with another software program, and provided that the information obtained by you during such activities is (i) used only for the purpose of achieving permissible inter-operability; (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and, (iii) is not used to create any software that is substantially similar to the DXRX software;
- damage, circumvent, penetrate, disable, overburden, compromise the integrity of, impair or otherwise interfere with, any security related features of DXRX;
- tamper with or hack our DXRX Services (including systems, network or data), circumvent any security or authentication measures, or attempt to gain unauthorized access to the DXRX Services, related systems, networks, or data;
- conduct any systematic or automated data collection activities e.g. scraping, data mining, data extraction and data harvesting that is not permitted by our publicly supported interfaces;
- use DXRX in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the [DXRX Terms](#), or act fraudulently or maliciously;
- use robots, spiders, offline readers or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser;
- copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, viruses, trojans, worms, keystroke logger, rootkit, logic bombs or other material which is malicious or technologically harmful;

- create and/or upload any inappropriate content to DXRX e.g. content that (i) is infringing or in breach of our (or a third party's) contractual rights or intellectual property rights (including moral rights and privacy rights); (ii) you don't have the right to submit; (iii) is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, indecent, harassing, hateful or inflammatory of illegal or tortious conduct or that could constitute attacks on others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition; and/or,
- not attack our DXRX Network via an automated attack, a denial-of-service attack, a distributed denial-of service attack, or by any other means.

While we reserve the right to monitor Your Content, we are not legally obliged to but we may choose to block access to any of Your Content that we deem to be in breach of this AUP or that we otherwise deem to be unlawful, harmful or offensive, in our reasonable discretion. Without affecting any other remedies available to us, we may permanently or temporarily terminate or suspend your registration without notice or liability if we determine that you have violated this AUP.

If you have violated this AUP, we may take legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

We make no representations or warranties on your behalf as to the accuracy, reliability, completeness or timeliness of any content available through the DXRX Services, which is the sole responsibility of the party from whom it originated and you shall be liable for any breach of this AUP.