

PATIENT TERMS AND CONDITIONS

These terms and conditions (**Terms**) are between Ypsomed Australia Pty Limited (ABN 98 611 300 693) (**Ypsomed, we or us**) and a purchaser of Ypsomed products (**Patient or you**) and govern all supplies of Ypsomed medical devices for the treatment of diabetes and associated services (together, the **Products**) by us to you.

1. Orders

- 1.1 You may place an order for a Product by completing and signing or otherwise consenting electronically to an Order Form:
 - (a) electronically with an HCP present who will assist with the process and record all relevant patient personal information in relation to the supply of the Product and populate the Order Form using our online ordering system; or
 - (b) by hand and providing this to your HCP who will manually input the details to populate an Order Form using our online ordering system.
- 1.2 You confirm that you:
 - (a) have provided accurate, correct and up to date Personal Information to us (including any Certified Pump Trainer engaged by us) on the Order Form and any other documents we require to be completed or provided for the purposes of supplying a Product to you; and
 - (b) have signed the Order Form on your own behalf or on behalf of a minor under the age of 18 for which you are legally responsible.
- 1.3 Any order you place with us using an Order Form is an offer by you to purchase the Product specified in the Order Form and any associated services at the price displayed on our Website or in our other promotional materials.
- 1.4 Failure to provide sufficient details or required documentation may result in a delay in processing the Order Form or rejection of your order.
- 1.5 When we accept your offer, an agreement is formed between you and us which incorporates these Terms and the Order Form.
- 1.6 We may refuse to accept any order provided that we notify you within five business days of receiving a completed and signed Order Form.
- 1.7 Orders will be deemed to be accepted by us at the time we send an order confirmation to the e-mail address nominated in the Order Form. You must ensure that the correct email address and contact details are entered when your HCP submits the Order Form.
- 1.8 Any order placed by you for a Product may not be cancelled or altered in whole or in part without our written consent.
- 1.9 We may cancel your order and refund any money paid by you or your PHI (as the case may be), if:

- (a) we become aware after issuing our order confirmation that the Product is out of stock;
- (b) there has been a genuine pricing or description error in relation to the Product;
- (c) the information provided by you to us or your PHI is inaccurate;
- (d) the transaction is suspected of being the subject of credit card or payment related fraud; or
- (e) we cannot contact your HCP about your order using the contact details you provided, after having made reasonable attempts to do so.

1.10 If we cancel your order, we will notify you within ten business days of us receiving the completed and signed Order Form and we will not charge you or will refund payment for the Product without deduction.

1.11 In the event that we consent to you cancelling your order, you agree to our deducting a reasonable administrative fee for processing the cancellation and any refund and any shipping costs in connection with the cancellation and any refund.

2. Delivery of Products

2.1 The Products will be delivered to your HCP at a diabetes education centre, hospital or any other health provider approved by us within a reasonable commercial timeframe from the date on which the Order Form was submitted to us. You will need to contact your nominated HCP to arrange an appointment to be trained and start use of the Product and the YpsoPump system.

2.2 Orders of Products will be shipped via a transportation mode selected by us in our sole discretion.

2.3 If the Product cannot be delivered to your HCP and is returned to us or a third-party freight company, you agree to pay our reasonable storage and administrative costs of arranging pick-up and/or further delivery of the Product or we may cancel your order and refund the price paid by you for the Product.

3. Product Price

3.1 When you place an order, you agree to pay the price of the Product specified in the Order Form (**Price**). Unless otherwise stated in the Order Form, the Price includes the cost of packaging, delivery, storage, insurances and any other expenses in connection with the supply of the Product.

3.2 All Prices are specified in Australian dollars and are inclusive of applicable goods and services tax and other taxes of a similar nature (**GST**).

3.3 We reserve the right to change the Price for a Product without notice to you. If you have already submitted an order at a particular price, we will supply your Product at that price.

4. Terms of Payment

4.1 The terms of payment for the Product are specified in the Order Form.

- 4.2 If you are paying us directly for the Product (**Patient Funded Order**), payment of the Price may be made by MasterCard, Visa, American Express or by any other method agreed by us. The name on any credit card used for payment must match the name on the Order Form, or where the Patient is under the age of 18, the name of their parent or guardian.
- 4.3 Any payment for a Patient Funded Order must clear before the Product is dispatched. If your payment for a Patient Funded Order cannot be processed, your order will be rejected and we will notify you.
- 4.4 If for any reason payment is not processed for a Patient Funded Order at the time of the order and the Product is delivered to your HCP, you agree to pay us the Price for the Product immediately on demand by us.
- 4.5 If the Order Form provides that the Price of the Product is to be paid by your PHI (including under the Pump Gap Program), the following terms apply:
- (a) you agree to us confirming your membership details with your PHI and to invoicing your PHI for the Price if you have existing coverage for the Product at the time of placing your order;
 - (b) until the Price is paid in full by your PHI:
 - (i) the Product will be lent to you by us;
 - (ii) we retain title to the Product;
 - (iii) all expenses for the use, operation, maintenance, safe keeping and storage of the Product will be borne by you;
 - (c) you must:
 - (i) use and hold the Product as bailee only;
 - (ii) inform us immediately of any loss or damage caused to the Product or any other matter which could jeopardise or in any way affect our title to and interest in the Product as soon as practicable;
 - (d) you must not at any time prior to us receiving payment in full of the Price for the Product:
 - (i) grant a lien or any other security interest over the Product;
 - (ii) place, or allow to be placed, any plates or marks on the Product inconsistent with our ownership of the Product;
 - (iii) sell, dispose or part with possession of the Product; and/or
 - (iv) alter the Product in any way;
 - (e) you must pay the Price to us on or before the expiration of the Gap Period if:
 - (i) we do not receive payment in full for the Product from your PHI within 60 days of the PHI confirming the Price is covered under the relevant policy of insurance; or
 - (ii) your PHI fails to provide confirmation that the Product Price is covered under the relevant policy of insurance within ten business days of us receiving your Order Form; or

- (iii) if the Product is lost, damaged or destroyed before we receive payment in full of the Price for that Product.

5. Risk and Title

- 5.1 Title to the Product will pass to you on the date that we receive full payment of the Price from you or your PHI fund, whichever occurs earlier.
- 5.2 Risk in the Product will pass to you immediately on delivery of the Product to your HCP.
- 5.3 You will be deemed to have accepted the Product as delivered unless you or your HCP notifies us within five business days of receipt of the Product that it is defective or otherwise does not match the order.

6. Pump Use

- 6.1 You must:
 - (a) use the Product only for personal use and only for the purpose for which it was designed;
 - (b) ensure that the Product is used and maintained in accordance with the manufacturer and/or our instructions, warranty conditions, recommendations, specifications (including applicable maintenance schedules) and reasonable requirements;
 - (c) take proper and reasonable care of the Product; and
 - (d) comply with all laws relating to the Product and its possession, operation and use.
- 6.2 Maintenance of the Product and any supplied accessories is your sole responsibility and you must pay all expenses for the use, operation, maintenance and safe keeping of the Product. Typically, your PHI will not cover lost or stolen pumps. We recommend that you contact your home and contents insurer to arrange insurance for your Product.
- 6.3 Any technical issues with any Product should be reported immediately to Ypsomed Patient Care on 1800 447 042. Support is available 24 hours a day, 365 days per year.
- 6.4 The Product should only be used under the continued advice of your HCP and is not a substitute for professional advice and correct diabetes management. Insulin pumps are medical aid devices intended for use by patients requiring insulin infusion. Insulin pumps are not a substitute for, and should not replace, regular communication and training between you and your HCP.
- 6.5 All Product starts must be performed by your HCP with appropriate training, a Certified Pump Trainer or by us.
- 6.6 Patient compliance is required for correct pump functionality. It is your responsibility to seek clinical advice from your HCP when necessary.
- 6.7 Knowledge of medical products, such as insulin pumps and appropriate training in using them are indispensable prerequisites for responsible diabetes management and use of the Product.

- 6.8 The Product must not be used without appropriate introduction and the express approval of your HCP or your diabetes team.

7. Camdiab Application Subscription

- 7.1 Your subscription for mylife™ CamAPS® FX (Camdiab) application will be paid by us on your behalf for the Warranty Period and you will be entitled to receive updates and upgrades to the application during that period.
- 7.2 When downloading the application on to your mobile device, you will be required to consent to the application terms and conditions. If you do not consent to the terms and conditions, the Product may not work as intended and our Warranty in clause 9 will not apply.
- 7.3 At the end of the Warranty Period the subscription will be terminated.
- 7.4 We will notify you in writing that your subscription for the Camdiab application is about to lapse prior to the end of the Warranty Period. At that point, you may choose to purchase a new pump from us, a new warranty period will then apply and a new subscription to the application will be paid by us.
- 7.5 Once the Warranty Period expires, you will not be able to access the Camdiab application and will not have access to the automated insulin dosing algorithm. It is not possible for you to pay a subscription directly to the provider of the Camdiab application and continue use of your existing pump once the Warranty Period expires.

8. Consumer Guarantees

- 8.1 Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. These guarantees are not limited by a defined timeframe.
- 8.2 If any Product you purchase has a major failure, you may reject it and seek a refund, exchange or repair and compensation for any other reasonably foreseeable loss or damage or you may keep the Product and seek compensation for any drop in value.
- 8.3 You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. If the failure is not a major failure, we may at our discretion, repair or replace the Product or refund the price of the Product to you within a reasonable time.
- 8.4 The Australian Consumer Law recognises that the relevant time period may vary by depending on the nature of the goods, the price paid and any representations made about the goods.
- 8.5 Where you believe your Product is faulty or defective, it may be necessary for us to send it to the manufacturer or their service agent for the Product to be assessed within a reasonable period of time.
- 8.6 Where any Product is damaged through misuse, neglect or abnormal use, you will not be entitled to a refund, exchange or repair.

- 8.7 We require satisfactory proof of purchase of the relevant Product before providing a remedy under the Australian Consumer Law.

9. Product Warranty

- 9.1 In addition to any rights you have under the Australian Consumer Law or any other applicable statute, we provide you with our warranty for the Product as set out in this clause (**Warranty**).
- 9.2 We warrant to the original purchaser that the Product will be free from defects in materials and workmanship, under normal use and conditions, for a period of four (4) years from the date of purchase or delivery to your HCP (whichever occurs earlier) (**Warranty Period**). If we reasonably determine that the Product has a defect covered by the Warranty during the Warranty Period, we will either repair or replace, at our option, the Product at no charge to you, subject to the conditions and exclusions set out in these Terms. The Warranty applies only to new devices and, in the event the Product is repaired or replaced due to a defect in the Product, the Warranty Period will not be extended. It is up to you to ensure that your contact details are updated and that you notify us if your details change during the term of the Warranty Period.
- 9.3 If a defect or non-conformance appears in any services supplied by us in conjunction with the Product (**Services**) before the end of the Warranty Period and we reasonably determine that the services are defective or non-conforming, we will, at our option, either:
- (a) resupply the Services, or part of the Services, free of charge; or
 - (b) refund the price of the Services (if any).
- 9.4 You must notify us of the claimed defect within the Warranty Period by calling us via our free phone number 1800 447 042 or emailing us using the contact details in clause 17.7.
- 9.5 The claim must include:
- (a) the date of purchase;
 - (b) the reference number of the Order Form;
 - (c) the serial number of the Product; and
 - (d) a description of the claimed defect.

Our authorisation must be obtained prior to returning the Product to us. If a return is authorised, the Product must be properly packaged and returned to us. We will pay all freight and transportation charges, where applicable, incurred in shipping the Product to our nominated address to be repaired or replaced under this Warranty and for the replacement or repaired Product to be delivered to you.

- 9.6 Proof of purchase in the form of a receipt of sale or invoice showing that the Product is within the Warranty Period must be presented to obtain the benefit of the Warranty.
- 9.7 The Warranty covers only the original purchaser of the Product and may not be transferred with the sale, rental or other transfer of the Product to any other person or entity.

- 9.8 As soon as practicable after receiving your claim under the Warranty, we will acknowledge that the claim has been lodged in writing. We will then assess the claim and let you know of the outcome and/or request further information from you within ten business days. We may repair, replace or refund the Price of the Product depending on the nature of the claim. If the claim is found not to be valid, we will advise you accordingly.
- 9.9 We do not offer refunds for incorrect choice or change of mind.

10. Exclusions

10.1 The Warranty will not apply if:

- (a) the Product is serviced, repaired, altered or modified by someone other than us, the manufacturer of the Product or its authorised repair agent;
- (b) the Product is not used solely by the Patient as specified in the Order Form;
- (c) the alleged defect in the Product is within acceptable industry standards;
- (d) you have breached any material term of the terms and conditions applying to the Camdiab application;
- (e) we cannot find or replicate the described defect in the Product after testing, inspecting and assessing it;
- (f) the Product has not been used in accordance with these Terms;
- (g) the defect is due to the Patient's request to customise the Product;
- (h) the Product is subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- (i) we reasonably consider that the defect arises as a result of or in connection with fair wear and tear of the Product, including cosmetic damage such as scratched displays or scratched paint;
- (j) the defect is due to abuse, misuse, neglect or accident by you or anyone else including but not limited to improper storage, dropping the Product or otherwise damaging it;
- (k) the defect is caused by an act of God (including force majeure type events such as flood, storms, lightning etc); or
- (l) the Product is used with unauthorised parts or accessories.

10.2 The Product is not sold for the purposes of resale or commercial use. The Product is for domestic and/or personal use only.

10.3 We will not accept a return of a Product for a refund or credit in the following circumstances:

- (a) the Product is returned in packaging that is defaced, written on or otherwise marked and/or is in an unsalable condition;
- (b) the Product is returned more than thirty days after Ypsomed has delivered the Product;
- (c) the Product is returned in opened packages/cartons;
- (d) the Product has a remaining expiry date of 6 months or less;

- (e) the Product has been used by the Patient (in which case, the pharmacovigilance requirements in clause 14 and/or warranty procedure in clause 9 should be followed); and/or
- (f) any other requirement for return of the Product has not been satisfied.

11. Limitations

11.1 The only conditions and warranties which are binding on us in respect of the Product are those that are imposed by statute (including under the Australian Consumer Law) and those expressly set out in these Terms (for more information regarding your rights as a consumer, see www.consumerlaw.gov.au). All other conditions and warranties are expressly excluded.

11.2 To the maximum extent permissible by law and subject to any rights you may have under the Australian Consumer Law or any other applicable law:

- (a) we will not be liable to you or any person claiming through you in contract or in tort for, or in respect of, any direct, indirect or consequential loss (including loss of expectations, loss of opportunity, loss of goodwill, loss of profits or similar loss), damage, expense or injury suffered by you or any other person arising out of, or in connection with, or relating to:
 - (i) the use, operation, maintenance and safekeeping of the Product;
 - (ii) the performance or non-performance or any breach of the Agreement by us; or
 - (iii) any other matter relating to the Agreement or any error in information supplied to you before or after the date of this Agreement in connection with its subject matter; and
- (b) where any goods supplied are not of a kind ordinarily acquired for personal, domestic and household use, our liability to you is limited to (at our option) refunding the price, replacing or repairing the relevant goods and resupplying the associated services or paying the price for the services to be supplied again; and
- (c) our liability to you for loss or damage of any kind arising out of these Terms will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

12. Intellectual property

You acknowledge that we own (or license) the intellectual property in the Product and any services we provide to you and nothing in this Agreement is, or is intended to, transfer ownership of any intellectual property rights of any kind to you.

13. Images of Products

- 13.1 All pictures and images of a Product displayed on our Website or in other written materials are for illustrative purposes only.
- 13.2 Where we provide dimensions and measurements in the description of any Product, the dimensions may vary and you must ensure that the actual size of the Product is suitable for your purpose prior to your HCP submitting your order.

14. Pharmacovigilance

- 14.1 You must report all Product related Adverse Events and/or Product issues to us as soon as practical after the issue occurs.
- 14.2 If you receive any reports or information related to a complaint about a Product or an Adverse Event, you must forward the unassessed case information or source documents to us in accordance with this clause within one business day of first becoming aware of the report or information.
- 14.3 We will acknowledge receipt of the report or information within three business days of receipt. If you do not receive an acknowledgement of receipt from us within three business days, you must resend the information or source documents with a request for acknowledgement of receipt by us.
- 14.4 You agree to cooperate with any reasonable request made by us in meeting any obligations we may have to report or otherwise furnish information to, or to cooperate with, any government agency, department, authority, instrumentality or similar entity, including but not limited to the TGA.
- 14.5 We and you must immediately inform each other when we receive any information or communication regarding any possible safety actions related to the Product, including but not limited to, communications with the TGA. We and you must provide a copy of any such written communication to each other within two business days of receipt of the communication. We must work together to respond to such communications. If specific safety measures are to be taken, we will co-ordinate such actions and you agree to co-operate in implementing such measures.

15. Privacy and Patient Information

- 15.1 We are committed to protecting the privacy of all patients and will only collect, use and store Personal Information and Sensitive Information (including Health Information)_provided by you or your HCP to us for the purposes which it was collected and always in accordance with the requirements of the *Australian Privacy Act 1988* (Cth) and relevant State-based legislation applicable to the protection of

Health Information (**Privacy Laws**). Our Privacy Policy is available online at www.mylife-diabetescare.com.au/data-privacy-policy.html.

- 15.2 You agree that Personal Information and Sensitive Information provided in an Order Form or when you contact us may be used and retained by us for the following purposes and for other purposes as may be required by law from time to time:
- (a) assisting with your purchase and use of the Product;
 - (b) providing you with information about the Products;
 - (c) Product tracking purposes as required by the TGA;
 - (d) fulfilling and delivering your order;
 - (e) processing any refunds in respect of the Product; and
 - (f) communicating with you in respect of the Product pursuant to clause 14;
 - (g) processing of any payment instructions in relation to the Price; and
 - (h) providing you with marketing materials, special offers and promotions in connection with the Product.
- 15.3 In some cases, we will use your Personal Information and Sensitive Information for other purposes, but only if you have consented to such use, or:
- (a) we reasonably believe that the use or disclosure is necessary to lessen or prevent a serious and imminent threat to an individual's life, health or safety or a serious threat to public health or public safety; or
 - (b) the use or disclosure is required or authorised by law.
- 15.4 We will notify you if we collect your Personal Information and Sensitive Information from your HCP rather than directly from you, but will only do so if you provide your written consent to such collection and/or it is necessary for processing your order for a Product or subsequent administration of that Product.
- 15.5 If you do not provide any or all of your Personal Information and Sensitive Information requested in respect of your particular transaction, it may impact upon our ability to fulfil your request, provide you the Product, answer your enquiry or complete the transaction.
- 15.6 Your Personal Information and Sensitive Information may be held in our secure international databases, which are maintained by our affiliates and/or third-party providers and may be stored in servers outside of Australia for that purpose. We will not disclose your Personal Information and Sensitive Information unless our affiliates' and/or third-party providers' privacy practices comply with our Privacy Policy and the applicable data protection laws. The countries of operation for us, our affiliates and our third-party providers are set out in our Privacy Policy.
- 15.7 We reserve the right to conduct and implement fraud detection processes, including to validate your credit card details. If your nominated payment method triggers our fraud prevention protocols, we may contact you to confirm additional details, or rescind the transaction.
- 15.8 You must inform us of any change to your details set out in the Order Form within five business days of the date of any change. It is a regulatory requirement of the TGA that all insulin pumps can be traced.
- 15.9 We take reasonable steps to ensure the Personal Information and Sensitive Information we use or disclose is accurate, complete and up to date, having regard to the purpose of the use or disclosure. Access to your Personal Information and Sensitive Information will be provided unless there is a sound reason under the Privacy Laws.
- 15.10 You have the right to request access to the Personal Information and Sensitive Information and to request that we update and/or correct the Personal Information and Sensitive Information we hold about you. In most cases, we expect to comply within a reasonable time of receiving your requests. However, if we do not agree to provide

you access or correction as requested, we will give you written reasons why we will not be fulfilling your request.

- 15.11 You also have the right to complain about our privacy and data protection practices. We would like to be the first to know if you have any complaints or concerns. Your complaint will be handled in accordance with the requirements of the Privacy Laws. If we do not respond to your complaint within 30 days, or if you are not satisfied with our response, you have the right to escalate your complaint to the Office of the Australian Information Commissioner (OAIC).
- 15.12 To opt out of receiving information about offers, products, services and/or technological developments, please reply to the email with 'unsubscribe' or 'STOP' at info@ypsomed.com.au.
- 15.13 For privacy queries and complaints, or to access or update your Personal Information and Sensitive Information, please phone: 1800 477 042 (toll free) or write to us using the address specified in clause 17.7.

16. Variation

- 16.1 We may vary these Terms and any page of the Website without notice. Changes to these Terms will be published on the Website and take effect immediately.
- 16.2 We will use all reasonable endeavours to keep the most up to date copy of these Terms on our Website.
- 16.3 The Terms which apply at the time you place an order are those that govern that order. Each time you use the Website, you should ensure you have read and understand these Terms.

17. General

- 17.1 You acknowledge that we have not, and no person purporting to act on our behalf, has made any representation to you as to the fitness or quality of the Products.
- 17.2 These terms apply to orders for Products made by patients and do not apply to orders for Products placed through agents, wholesalers or distributors of Products.
- 17.3 The Agreement comprises the entire agreement between you and us with respect to the supply and use of the Products.
- 17.4 If there is any inconsistency between any Order Form and these Terms, the Order Form will prevail.
- 17.5 No failure by us to enforce any right arising under this Agreement will constitute a waiver by us of that right.
- 17.6 If any provision of this Agreement is determined to be void or unenforceable by any court, then such determination will not affect any other provision of this Agreement, which will remain in full force and effect.
- 17.7 Notices to us must be sent using the contact details below or any other contact details we notify to you from time to time:

- (a) Attention: Ypsomed Australia Customer Care

- (b) Postal address: Ypsomed Australia Pty Limited, Suite 36.01, Level 36 201 Elizabeth Street, Sydney NSW 2000.
- (c) Email address: info@ypsomed.com.au
- (d) Phone: 1800 477 042

17.8 This Agreement is governed by the laws in force in the State of NSW and each party submits to the non-exclusive jurisdiction of the courts of that State.

18. Interpretation

In these Terms (except where the context otherwise requires):

- (a) headings are for convenience and will not affect the interpretation of the Agreement;
- (b) references to legislation are to that legislation as amended, extended or re-enacted from time to time; and
- (c) references to "you" and "your" are to the person to whom the Product is (or is to be) supplied.

19. Definitions

In these Terms (except where the context otherwise requires):

Adverse Event means any untoward medical in connection with the Product, irrespective of any causal relationship with the Product, such as any unfavourable and unintended sign, symptom, disease or outcome of death temporally associated with the use of the Product and including the following events (which may be reportable to the TGA or equivalent international regulatory authorities according to adverse event reporting regulations):

- (a) drug or biologic overdose, whether accidental or intentional drug or biologic abuse;
- (b) an event occurring from drug or biologic withdrawal;
- (c) any failure of expected pharmacological action;
- (d) exposure to a drug or biologic during pregnancy;
- (e) inadvertent or accidental drug or biologic exposure;
- (f) unexpected therapeutic or clinical benefit from the drug or biologic product; and
- (g) medication errors;

Agreement comprises these Terms and the Order Form;

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth);

business day means a day which is not a Saturday, Sunday, bank holiday or public holiday in Sydney, Australia;

Code means the Australian Code of Good Manufacturing Practice (GMP) for Medicinal Products issued by the TGA;

Gap Period has the meaning given in the Schedule to these Terms;

HCP means your registered health care professional whom is qualified to provide medical advice with respect to the application and use of the Products for the treatment of diabetes;

NDSS means the National Diabetes Services Scheme;

Order Form means the Ypsomed Patient Initiation Form or any other form which a Patient and their HCP can place an order for Products;

Personal Information has the meaning given in the *Privacy Act 1988* (Cth);

PHI means your private health insurance fund as specified in the Order Form or as otherwise advised in writing by you to us;

Pump Gap Program means supply of the Product to you on the terms specified in the Schedule to these Terms;

TGA means Therapeutic Goods Administration, the unit within the Commonwealth Department of Health and Aging responsible for administering the *Therapeutic Goods Act 1989* (Cth) or any other similar body established for the same or similar purpose during the term of the Agreement;

Warranty Period has the meaning given in clause 9.2; and

Website means www.mylifediabetescare.com.au.

Schedule - YpsoPump Insulin Pump Gap Program

1. Application and Eligibility Criteria

- 1.1 To be eligible to participate in the Pump Gap Program, you must:
- (a) have private health insurance that has coverage for insulin pump therapy during the period commencing from the date of your application under the Pump Gap Program and ending on the date on which your PHI pays the purchase price of the Product to Ypsomed;
 - (b) be in the interim waiting period of more than three months and less than twelve months for private health cover benefits which include cover for the Product;
 - (c) have been diagnosed with insulin dependent diabetes;
 - (d) meet the NDSS criteria for insulin pump consumables (for details, visit www.ndss.com.au);
 - (e) be under supervision from an HCP, including a diabetes educator and endocrinologist or paediatrician, for insulin pump therapy; and
 - (f) have access to a credit card with an expiry date that post-dates the gap period requested.
- 1.2 To apply for the Pump Gap Program, simply complete the Order Form, which includes an acknowledgement that you have read these terms and conditions.
- 1.3 The form must be accompanied by:
- (a) a signed acknowledgement from your HCP;
 - (b) a Credit Card Authorisation Form;
 - (c) evidence of your upgraded PHI qualifying policy cover or the Product Disclosure Statement for your insurance policy; and
 - (d) your insurance policy certificate or joining letter.

2. Program Terms

- 2.1 A Product will only be supplied through the Pump Gap Program when we approve your application, which approval is at our discretion.
- 2.2 Successful applicants will have access to a brand new YpsoPump insulin pump for the remainder of their health fund waiting period (up to a maximum of 12 calendar months) under their PHI (**Gap Period**) and enjoy use of the Product and Warranty cover and have their subscription for mylife™ CamAPS® FX (Camdiab) application paid by Ypsomed on their behalf for the Gap Period and the 4 subsequent years from the date we receive payment from your PHI. Successful applicants will also be entitled to receive updates and upgrades to the application during that period.
- 2.3 Unlike other loan or pump gap agreements that suppliers of similar pumps offer, we do not offer a temporary loan pump for the Gap Period.

- 2.4 By signing or otherwise consenting electronically to an Order Form that references payment via our Pump Gap Program, you are making a commitment to purchase the Product and pay the Price in accordance with these terms. We do not offer a temporary loan pump during the Gap Period.
- 2.5 We will confirm your eligibility to participate in the Pump Gap Program as soon as practicable after receipt of the completed Order Form.

3. Payment

- 3.1 On completion of the waiting period imposed by your PHI, your PHI will be invoiced for the Product.
- 3.2 If your PHI does not pay the price of the Product within the period specified in the Terms, you agree that we may and we will charge your credit card for the Product using the details supplied by you.
- 3.3 You confirm that you:
 - (a) have provided all relevant details in respect of your PHI and your health insurance policy;
 - (b) have provided credit card details to us that are valid and cover the Gap Period (as specified in the Order Form); and
 - (c) will update us immediately if the credit card (details of which are provided on the Order Form) lapses, expires or is otherwise cancelled.

4. Consequences of Non-Payment

- 4.1 If for any reason your PHI declines your claim at the end of the Gap Period and we charge your credit card and the payment is not processed, you must return the Product to us and this clause will apply.
- 4.2 We reserve the right to charge you \$8,574.00 on return of the Product where we reasonably determine that the Product has not been adequately taken care of and/or that any superficial or actual damage to the Product significantly exceeds the normal wear-and-tear that could be expected during the timeframe of the Gap Period.
- 4.3 The Product must be returned to us no later than five business days after the end of the Gap Period. Any Product not returned by this date will incur a \$150/month fee until returned.
- 4.4 We reserve the right to charge you the full retail cost of the Product and terminate your subscription to the Camdiab application, if the Product is lost by you during the Gap Period or is not returned.

For more information about the Pump Gap Program, please consult your HCP or contact Ypsomed on 1800 447 042.