

Terms and Conditions

Last Updated: 25/04/2025

By accessing or using BioCanvas ("Website"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to all of these Terms, please do not register or use the Website.

1. Acceptance of Terms

By registering for and/or using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. These Terms govern your access to and use of our services, including but not limited to uploading and analyzing pathology data.

2. Eligibility

The Website is intended for use by individuals residing in Australia. By using the Website, you represent and warrant that you are of legal age in your jurisdiction to form a binding contract and comply with these Terms.

3. Use of the Service

- **Account Registration:** In order to use the Website's services—including the upload and analysis of pathology reports—you must create an account. You agree to provide accurate, current, and complete information during registration and to update such information as needed.
- **User Obligations:** You are responsible for maintaining the confidentiality of your account credentials. You must immediately notify us of any unauthorized use of your account. BioCanvas is not liable for any loss arising from your failure to protect your account information.

4. Uploading and Processing Pathology Data

- **Data Collection:** The Website allows you to upload pathology test reports (in PDF format) that include details such as your name, date of birth, and the attending doctor's information. These reports are typically provided by accredited pathology labs (e.g., SA Pathology).
- **Data Use and Analysis:** Once uploaded, the data is processed programmatically. We extract text from the PDF and store this information in our secure database. Your analyzed data is then presented back to you in a human-readable format with contextual explanations.

- **Data Segregation:** In order to enhance your privacy and security, your pathology data is stored separately from any directly identifiable personal information.
- **Consent:** By uploading your pathology reports, you consent to our collecting, processing, and analyzing such data as described herein. Your continued use of the service indicates your acceptance of these practices.

5. Medical Disclaimer

- **Informational Purposes Only:** The results and interpretations provided by the Website are intended for informational purposes only and do not constitute professional medical advice, diagnosis, or treatment. They should not be used as a substitute for consultation with qualified healthcare professionals.
- **No Liability for Medical Decisions:** [Your Website Name] is not responsible for any decisions you make based on the data analysis provided. You should always seek the advice of a physician or other qualified healthcare provider with any questions regarding a medical condition.

6. Intellectual Property

- **Ownership:** All content, features, and functionalities on the Website, including text, graphics, logos, and software, are the property of BioCanvas or its licensors and are protected by applicable intellectual property laws.
- **Limited License:** Subject to these Terms, you are granted a limited, non-exclusive, non-transferable, and revocable license to use the Website for personal, non-commercial use.

7. Limitation of Liability

- **Service "As Is":** The Website is provided on an "as is" and "as available" basis. BioCanvas makes no warranties, express or implied, regarding the accuracy, reliability, or completeness of any information or results obtained through the Website.
- **Exclusion of Damages:** To the maximum extent permitted by law, BioCanvas shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation any loss of profits, data, use, or other intangible losses arising out of or in connection with your use of, or inability to use, the Website.

8. Indemnification

You agree to indemnify, defend, and hold harmless BioCanvas and its affiliates, directors, employees, and agents from and against any claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising from your use of the Website, violation of these Terms, or infringement of any rights of any third party.

9. Termination

- **Termination by You:** You may terminate your account at any time by following the account deletion procedures provided on the Website. Upon termination, your personal identifiable information will be deleted; however, the underlying pathology data (now de-linked from your identity) may be retained for analytical purposes.
- **Termination by Us:** BioCanvas reserves the right, in its sole discretion, to suspend or terminate your account and access to the Website if you breach any provision of these Terms or if we believe, in our sole discretion, that such action is necessary to protect our interests or those of other users.

10. Governing Law and Dispute Resolution

- **Governing Law:** These Terms and your use of the Website shall be governed by and construed in accordance with the laws of Australia.
- **Dispute Resolution:** Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Australia.

11. Amendments

We reserve the right to modify or update these Terms at any time. Any changes will be communicated to you via email and will be effective immediately upon posting on the Website. Your continued use of the Website after any such changes constitutes your acceptance of the new Terms.

12. Contact Information

If you have any questions about these Terms or the practices of the Website, please contact us at:

- **Email:** info@biocanvas.com.au

A note on the spirit of this Website. We want you as the user to understand your pathology results and be able to see your values change over time so that you can achieve better health outcomes. Always consult with a doctor when making decisions about your health and wellbeing.