

PatientCare Terms of Use

These Terms of Use (“Terms”) create an agreement between our customer (“You”, “Your”) and Centaur Software (“Our”, “Us”, “We”). These Terms govern Your use of the PatientCare web application (“Application”). By using the Application, You agree to these Terms in full. If You disagree with these Terms or any part of these Terms, You must not download the Application and/or delete all Application files from Your device. This Application makes information available to Dental Care Providers. The Terms of this Application are applicable to all parties unless otherwise specified.

1. LICENSE TO USE THE APPLICATION

Unless otherwise stated, we or our licensors, own the intellectual property rights in the Application and material on the Application. Subject to the licence below, all these intellectual property rights are exclusively reserved. As part of this licence, You may view and download the Application for Your own personal use, subject to the restrictions set out below and elsewhere in these Terms. You must not:

- a. reproduce material from the Application (including republication on another application or website);
- b. sell, rent or sub-license material from the Application;
- c. communicate any material from the Application to the public;
- d. reproduce, duplicate, copy or otherwise exploit material on the Application for a commercial purpose;
- e. edit or otherwise modify any files on the Application;
- f. redistribute material from the Application except for content specifically and expressly made available for redistribution.

2. ACCEPTABLE USE

You must not:

- a. use our Application in any way that causes, or may cause, damage to the Application or impairment of the availability or accessibility of the Application; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- b. use our Application to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- c. conduct any systematic or automated data collection activities (including, without limitation, processing (within the meaning of the Privacy Act 1998), scraping, data mining, data extraction and data harvesting) on or in relation to our Application without our express written consent;
- d. use our Application to transmit or send unsolicited commercial communications;
- e. use our Application for any purposes related to marketing without our express written consent.

2.1 Provisions for Patients You confirm that You:

- a. are over the age of 18 or are only using this application under the supervision of an adult.
- b. are the subscriber of the mobile service associated with this device and/or have the permission from the subscriber of this mobile service to subscribe to services from Dental Care Providers.

2.2 Provisions for Dental Care Providers

You confirm that You have obtained the consent of the Patient to use this application in relation to their care, including the waiver of any professional confidentiality for the purposes of using this application. All personal information concerning Patients shall be lawfully processed by us in accordance with our Privacy Policy available on our website (<https://www.centaursoftware.com.au/privacy-policy/>) (“Website”). By use of our Application, You agree that You process any

personal information as a data processor on behalf of us within the meaning of the Privacy Act 1998.

3. RESTRICTED ACCESS

Access to certain areas of the Application is restricted to only Centre Manager (single practice) or Organisation Manager (multiple practices) roles. We reserve the right to restrict access to other areas of the Application, or indeed the whole Application, to any role at our discretion. If You generate a user ID and password to enable Your staff to access those restricted areas of our Application or other content or services, You must ensure that the password is kept confidential. You must notify Us in writing immediately if You become aware of any unauthorised use of any of Your accounts or passwords. You are responsible for any activity on the Application arising out of any failure to keep Your password confidential and may be held liable for any losses arising out of such a failure. You must not use any other person’s user ID and password to access the Application, unless You have that person’s express permission to do so. We may disable Your user ID and password at any time in Our sole discretion with or without notice or explanation.

4. LIMITED WARRANTIES

This Application makes use of information provided by Your patients in Your practice management system. By the use of this Application You confirm that You understand that this Application provides access to such information and that this Application does not assume responsibility in respect of the accuracy, quality, reliability, availability or assurance in respect of any matter of legal compliance in relation to such information. In particular, we make no representations as to Your ability to communicate effectively with patients through the Application. Should You need to contact patients in the event of an emergency You should consider the use of alternative means.

To the maximum extent permitted by applicable law, We exclude all representations, warranties and conditions relating to this Application and the use of this Application (including, to the extent permitted, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

5. DISCLAIMERS, INDEMNITIES AND LIMITATIONS AND EXCLUSIONS OF LIABILITY

5.1 The use of the Service is at Your sole risk. We do not warrant that the Application will meet Your requirements, that the Application will be uninterrupted, timely, secure, or error free; nor do We warrant the results that may be obtained from the use of the Application.

5.2 We will endeavour to use due care and skill in the storage and transmission of information and will do so in accordance with Our privacy and security procedures outlined in section 2.2 above, however due to the nature of the media and modes of communication used by the Application, and factors out of our reasonable control, We cannot guarantee that the Information will not be received or handled other than intended. Accordingly, You understand that We cannot be held responsible for the security of the data transmissions between You, the Application, and the intended recipient. You agree that We will not be liable for any

damages, resulting from unauthorised access by third parties to the data or Information.

- 5.3 To the extent permitted by law, We and our employees, agents and consultants exclude all liability for any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, the information whether or not caused by any negligent act or omission. If any law prohibits the exclusion of such liability, Our liability under these Terms or otherwise in connection to provision of the Application is limited to the extent permitted by law.
- 5.4 You agree that We are not liable for any direct, indirect, incidental, special or consequential damages whatsoever.
- 5.5 You agree to indemnify Us and hold Us and Our officers and employees harmless from any claim or demand made by any third party due to or arising out of Your use of the Application, Your violation of the Terms or Your violation of any rights of another.
- 5.6 Any claim or cause of action arising out of or related to use of the Application or these Terms must be filed within 6 months after such claim or cause of action arose or be forever barred.
- 5.7 You agree that We are not liable for any breaches to the Australian Health Practitioner Regulation Agency's guidelines for advertising regulated health services that arise from customised content of patient communication via this Application.

6. TERM AND TERMINATION

- 6.1 This agreement shall start on the date of the availability of the Services to You.
- 6.2 The Terms will continue to apply until terminated by either You or by Us as set out below.
- 6.3 Centaur Software may suspend, limit Your access to, or terminate Your use of the Service at any time, with or without cause or notice, in its sole discretion. We also reserve the right to terminate the Terms by providing You with thirty (30) days calendar notice of our intention to terminate with or without cause. We may at any time, terminate the Terms with You if:
 - i. You have breached any provision of the Terms;
 - ii. We are required to do so by law.
- 6.4 Subject to any applicable laws, We reserve the right to discontinue or cancel Your User Account at any time and may suspend or deny, in its sole discretion, Your access to all or any portion of the Website without notice if You breach any provision of the Terms or any applicable law or if Your conduct impacts Centaur Software's name or reputation or violates the rights of those of another party.
- 6.5 If You want to cancel Your subscription, You may do so by sending us notice, in writing, to us via email to accounts@centaursoftware.com or filling out our Service Cancellation Form at https://centaursoftware.formstack.com/workflows/service_cancellation_form. You will need to provide us with 30 calendar days advance notice of cancellation before Your next subscription renews.

7. TERMINATION CONSEQUENCES

- 7.1 Upon termination of these Terms for any reason:
 - i. the Services will be discontinued;
 - ii. You will not have access to the Services; and
 - iii. Your data will be destroyed or anonymised within 30 days from termination unless agreed arrangements have been made by You with Centaur Software,
 - iv. A copy of Your data will be made available to You upon request within the 30-day period specified above.

- 7.2 You agree that before the effective date of termination, it is Your sole responsibility to arrange with Centaur Software to transfer a copy of Your data from Our servers. You agree that Your data will not be recoverable 30 days after the termination is effective.
- 7.3 Unless otherwise requested, the effective date of termination will be the end of the month containing the date of cancellation request. You agree that your billing account will be terminated at the end of the billing cycle for that month.
- 7.4 Un-installation of PatientCare sync software. We may install sync software on Your server listed under the name "PatientCare Data Extractor", which syncs data from Your practice management system to our servers. You can remove this software by going into the Windows Control Panel's uninstall programs list and removing the software package called "PatientCare Data Extractor". It is Your responsibility to remove this software to stop the sync between Your server and PatientCare servers. Please let us know if You need help uninstalling it.

8. VARIATION

We may revise these Terms from time to time. Revised Terms will apply to the use of our Application from the date of publication of the revised Terms on our Application. We will use reasonable endeavours to notify You of changes to these terms and may do so by email but cannot guarantee Your receipt of this. Your continued use of this Application confirms Your consent to any such variation.

9. ASSIGNMENT

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms without notifying You or obtaining Your consent. You may not transfer, sub-contract or otherwise deal with Your rights, licence and/or obligations under these Terms.

10. SEVERABILITY

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

11. EXCLUSION OF THIRD PARTY RIGHTS

These Terms are for the benefit of You and Us and are not intended to benefit any third party or be enforceable by any third party. No third party may enforce any rights under this agreement.

12. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy, constitute the entire agreement between You and us in relation to Your use of our Application and supersede all other agreements in respect of Your use of our Application.

13. LAW AND JURISDICTION

The laws of the State of New South Wales govern these Terms of Service. Both You and We submit to the non-exclusive jurisdiction of the Courts of NSW, Australia.

14. ACCEPTANCE OF TERMS OF USE

By acknowledging that You have read and understand these Terms, You are agreeing to be bound by these Terms and that these Terms contain the full and entire agreement covering Your use of the Application.