

SATORA WEBSITE TERMS AND CONDITIONS

1. ABOUT

Welcome to www.satora.com.au (the “**Website**”). This Website is operated by Centaur Software Development Co. Pty Limited trading as Satora (ABN 18 057 620 390). Please read these terms of service (“**Terms**”) carefully as they form a contract between you (“**you**”, “**your**” or “**User**”) and Satora (“**we**,” “**us**,” “**our**,” or “**Satora**”) that governs your access and use of the products, services and website of Satora (collectively, the “**Services**”). The Services are provided to Satora under an agreement with Cubiko Pty Ltd. (“**Service Partners**”). As a Satora user, you are also bound by the [Terms and Conditions](#) of our Service Partners, Cubiko. In order to gain access to and use our Services, you must agree to these Terms.

2. REGISTRATION AND YOUR ACCEPTANCE OF THESE TERMS

- (a) Your use of the Services constitutes your acceptance and agreement to these Terms. If you do not agree with these Terms, you must not access the Services and must immediately discontinue using the Services. If you are using the Services on behalf of an organisation, you are agreeing to these Terms for and on behalf of that organisation. You are representing to us that you have the authority to bind the organisation to these Terms unless that organisation has a separate paid contract in effect with us in which event the terms of that contract will govern your use of the Services and prevail if there is any conflict with these Terms. You will be designated as the administrator for your account if you are an individual or the administrator for your organisation if you are subscribing on behalf of a dental practice (“**Administrator**”).
- (b) You must register for an account (“**User Account**”) by signing an Order Form to obtain access to and subscribe to our Services. These Terms contain the terms and conditions that govern your use of the Services and describe your rights and responsibilities and what you can expect from your use of our Services. You may use the Services only in compliance with these Terms and only if you have the power to form a contract with Satora and are not barred under any applicable laws from doing so.
- (c) By registering for a User Account, you agree to all the terms and conditions of our Terms and [Privacy Policy](#) listed on the Website.
- (d) As part of the registration process, and as a condition of your use of the Service, you must provide current, accurate identification, and other information to register, which may include but is not limited to:
 - (i) name or company name of your practice
 - (ii) an email address;
 - (iii) a mailing address;
 - (iv) a telephone number;
 - (v) payment information / valid credit card details; or
 - (vi) ABN/ACN (as applicable).

(‘**User Data**’)

- (e) Satora may in its sole discretion deny any person access to a User Account at any time and for any reason.
- (f) Satora includes output-producing analysis such as dashboard displays of your data. We are not responsible for the correctness or completeness of such output, as it depends on your data. Neither are we responsible for interpreting or taking any steps in response to that output, as those are business decisions for you.
- (g) Satora is a business tool and not a clinical decision-making tool nor a substitute for appropriate professional consideration of clinical issues. You must not, and must ensure your personnel do not, use or rely on Satora for clinical decision-making.

3. ACCESS TO ACCOUNT

- (a) As a User, you agree that:
 - (i) you have the sole responsibility for protecting the confidentiality of your password and other confidential User Account information;

- (ii) you may not share your account credentials with any third party, and you alone are responsible for maintaining the confidentiality of your User Account and its password;
- (iii) you are fully responsible for all activities that occur under your User Account. You agree to notify Satora immediately upon discovery of any unauthorised use of your password or User Account or any other breach of security.

4. ACCESS TO SERVICES

- (a) Users warrant as a condition of their use of and access to our Services that:
 - (i) they are authorised to enter a legally binding contract if they are using the Services on behalf of another person or entity; and
 - (ii) they are not a person prohibited from receiving the Services under the laws of Australia or other country in which the User resides or from which the User accesses the Services.
- (b) You must not access and use the Service if:
 - (i) you are not of legal age to form a binding contract with Satora;
 - (ii) you have previously been precluded from accessing the Services or your User Account deleted.
- (c) If a User's Account shows signs of fraud, abuse or suspicious activity or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, out-of-date or incomplete, Satora may suspend or cancel the User Account.

5. CHANGES TO THESE TERMS

Satora reserves the right to add, delete or modify any of the terms and conditions contained in these Terms at any time in its sole discretion by posting a change notice on the Services. In the event of substantive changes to these Terms, you will be notified by email of the changes. If any change of the Terms is unacceptable to you, you should immediately cease use of the Services. Your continued use of the Services following notice of a change in the Terms on the Services or the Website will constitute your binding acceptance of the changes.

6. LICENCE AND ACCESS TO THE SERVICES

- (a) **License.** Satora grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to authorise individual users ("**Users**") to access the Services from servers operated by Satora or a third-party hosting company (the "**Host**") for your organisation's own internal use. For clarity, "Users" means any individual subscriber or the partners, members, employees, temporary employees and independent contractors of an organisation with a subscription to the Services who have been added to the account as users by an Administrator.
- (b) **Updates.** Satora may provide to you, from time to time, and at no additional fee, bug fixes, corrections, modifications, and updates for the Services ("**Updates**") in the same manner as provided to other organisations subscribed to the Services during the Term.
- (c) **Feedback.** By sending or submitting messages to Satora about the Services, including but not limited to images, feedback, suggestions, ideas, or any other feedback you have generated (collectively, the "**Feedback**"), you automatically grant, and you represent and warrant that you have the right to grant, to Satora an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, publicly perform, publicly display, distribute, sublicense, prepare derivative works of, or incorporate into other works or the Services the Feedback.

7. PERMISSIBLE USES OF THE SERVICES

You may only use the Services as expressly permitted by Satora and only for lawful purposes. You agree that you will not do any of the following:

- (a) use any robot, spider, script, scraper, deep link or other similar automated data gathering or extraction tools, programs, algorithm or methodology to access, acquire, copy or monitor the Services or a portion of the Services without Satora's prior written consent which may be withheld for any reason;

- (b) use the Services in any manner that could damage, disable, overburden, disrupt or impair any Satora or Host server, the network(s) connected to any Satora or Host server, or interfere with any other party's use and enjoyment of the Services;
- (c) not comply with any applicable policies or terms and regulations of networks connected to the Services;
- (d) modify, adapt, translate or reverse engineer the Services;
- (e) frame or reformat the Services in any way;
- (f) register to use the Services or create an account on the Service using any automated means or under false pretences.

8. SUPPORT SERVICES

Support Services are provided by Centaur Software.

(a) Support Services Contact Details

Phone Support: (02) 9213 5000 or 1300 855 312 (Option 2)

Email Support: support@centaursoftware.com.au

(b) Service Availability

Standard Support Hours

All times are AEDT

Monday – Friday	8:00AM – 8:30PM ^
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^ After Hours Maintenance

After 7pm Monday to Friday Centaur Supports primary focus will involve booked and planned activities such as Server Migrations, Database Uploads, Complex troubleshooting and other similar activities. We will still have a Support operator answering calls, but SLA timings will apply from the next business day and non-emergency issues may be postponed until the next business day.

Public Holidays

In the case of NSW public holidays where other states are working, Centaur will be staffed with limited support between the hours of 9:00AM to 7:00PM.

(c) Response Times

Once an issue is lodged with Support or received into our Ticketing System (ie: via email) the following Response Times will apply:

Priority	Examples	Response Time
<p>Normal Moderate impact.</p> <p>User can still perform their duties, it just takes longer or a 'work around' is required.</p>	<ul style="list-style-type: none"> ▪ The application does not open on one workstation. ▪ General Questions / Reporting / Bank Slip issues 	<p>Response 6 Hours</p> <p>Escalation 5 Days (Depends on Issue)</p>
<p>Low Little or no impact.</p> <p>Minor inconvenience or feature doesn't exist or customer requests the application to work an alternate way.</p>	<ul style="list-style-type: none"> ▪ Printing causes an extra page to appear. ▪ Creating a new letterhead. ▪ Change requests. 	<p>Response 2 Days</p> <p>Escalation 10 Days (Depends on Issue)</p>

(d) Response Time Definitions

Response

This is the time taken for the support team member who has been assigned the issue to initially contact the customer who logged the call (the caller). This initial contact is to resolve the problem where possible and where not possible to initiate troubleshooting.

Escalation

If the issue is not resolved at the end of the “Escalation” time the issue will be escalated to a Team Leader.

Time

All timing’s are based on the following:

Standard Support Hours	All timing’s are calculated within the schedules outlined in section 8(b). (e.g. if an issue is logged after 7pm both Response & Escalation times will start from 8AM the next business day).
Total Working Time	The timing clock will not include the time when the issue is spent in the following states: <ul style="list-style-type: none"> • Issue is returned to the customer for input/action • Issue is forwarded or returned to a third party for input/action

The following may affect response or escalation times:

Issue Must be Correctly Logged	Incomplete or incorrect return contact details.
Issue Logged to Correct Location	Issues must be correctly logged using the Support Services Contact Details section 8(b). If you log issues or messages to a Support staff’s individual phone number/email address then timings may be affected due to logistics (i.e. sickness, different shifts, and personal day’s off).
Working with Specific Support Staff	Where possible we try and keep issues with the same Support staff for the entire length of the issue, but this is not always possible due to logistics (i.e. sickness, different shifts, and personal day’s off). If you request that only a specific Support operator deals with your issue(s) then timing’s may be affected.
Original Viewer of the Error / Problem	Some practices are setup in such a way where a central point is responsible to report and work with software and hardware vendors to resolve all problems. While this can be a good practice with some problems we will require that we interview the original person who saw the error. Not having the ability to interview and work with the person who original saw the issue can affect timing’s.
Remote Connection	Failure to have a fast and stable remote connection to all computers may affect timing’s.
Customer Responsibilities	Failure to comply with an item in “Customers Responsibilities” area may affect the timing’s.

(e) Customer Responsibilities

- Know your Centaur Customer Reference Number.
- Use only the specified telephone numbers or email address in section 8(b).
- Ensure that your site details are included in any voice mail messages or emails (i.e. Centaur Customer Reference Number, Practice Name and telephone number).
- Have basic knowledge of the Windows Operating System or attend a course/seminar.
- Refer to the eSupport website for How-To Guides, FAQ, etc (esupport.satora.com.au).
- Ensure the Centaur Application is upgraded regularly and is always on one of the latest 3 builds.
- Maintain a Support & Upgrades Contract with Centaur for the Centaur Application.
- If requested by Centaur you must assist in reproducing and documenting any defect in the Service. In cases where the defect cannot be reproduced on every single occasion you will be required to produce extensive logging of all errors & abnormal situations that occur on all computers until the error is reproduced.
- Maintain the physical and Operating System environment of the computer the Centaur Application and Service, and operate the hardware/software according to the documentation and any reasonable instructions supplied by Centaur.
- Have a Broadband Internet connection available for use with remote control software. Centaur provides remote control software with the Centaur Applications so we can provide our services to you.

9. SATORA PROPERTY AND YOUR MATERIALS

- (a) **Ownership.** Satora owns and shall retain all rights, title and interest including the right to license in and to the Services, all modifications and improvements thereto (including any made by or with your participation), all Feedback and intellectual property rights therein (collectively, the “**Satora Property**”). You hereby irrevocably and unconditionally assign any and all rights you may have in the Satora Property to us. You further covenant not to challenge Satora’s exclusive ownership of the Satora Property or directly or indirectly assert any rights inconsistent with Satora’s exclusive ownership of the Satora Property.
- (b) **Your Materials.** Our Services allow you and your Users to select, input, upload and share information and data in connection with using the Service (“**Your Materials**”). The Service also allow you and your Users to select, input, upload and share information and data in connection with and through certain third-party services and platforms (“**Third Party Services**”).

The Service will install software on your practice computer(s) (“**Your Servers**”) and allow the Services to access data on Your Servers and through Third Party Services to collect data (“**Your Materials**”) and generate reports based on these activities (“**Services Data**”). As between you and Satora, you agree that all aggregated and anonymised data resulting from Your Materials and all aggregated and anonymised Services Data (“**Aggregated Anonymous Data**”) is and will remain property of Satora and you further acknowledge and agree that Satora may use, execute, display, and commercially exploit the Aggregated Anonymous Data. You are solely responsible for Your Materials and all activities conducted in relation to Your Materials.

By installing the software or components thereof on Your Servers and accessing Third Party Services using the Services, you hereby represent and warrant that you have the lawful right to install the Services on Your Servers and access such Third-Party Services, and that the creation, distribution and reproduction of Your Materials complies with the terms applicable to the Third-Party Services and Your Materials. Satora is not responsible for any loss or damage to Your Materials or Your Servers. You assume all risks for Your Materials and Your Servers and you are solely responsible for protecting and backing up Your Materials. To the extent that any of Your Materials provided to Satora contains personal information, that information will be subject to our Privacy Policy available at [Privacy Policy](#) incorporated herein by reference, and the security provisions of these Terms.

- (c) **Ownership of Your Materials; License.** You hereby grant Satora the right and licence to transmit, use, and disclose Your Materials and User Data solely to the extent necessary to provide the Services, or for Satora to perform its obligations or as otherwise permitted by these Terms, to comply with any request of a governmental or regulatory body (including subpoenas or court orders), as otherwise required by law, or to respond to an emergency which Satora believes in good faith requires Satora to disclose information to assist in preventing death or serious bodily injury to any person.

10. SECURITY

- (a) Satora maintains its security procedures and systems including those related to the Services and hosting services in accordance with industry standards.
- (b) You acknowledge that Satora may provide hosting services for the Services through a third-party host in Australia under an agreement with Satora. Satora agrees that any and all agreements between Satora and its third-party service providers involving Your Materials shall include provisions which legally bind such third-party service provider to confidentiality, data privacy and security provisions at least as protective of Your Materials as under these Terms.
- (c) You are solely responsible for implementing security and access procedures necessary to ensure that no unauthorised person may access or use the Services through your devices, and that all access thereto is limited to authorised Users and is solely for the purpose authorised under these Terms. Any unauthorised access or use of the foregoing by or resulting from a failure by you to comply with the foregoing obligations shall be a breach of these Terms by you and for which you are solely responsible. You agree that you will immediately notify Satora of such unauthorised use or access and shall be solely liable for the same. You shall ensure that all Users agree to the limitations on the use of the Services as set out in these Terms.

11. PAYMENT FOR SERVICES AND FEES

- (a) If you elect to access any paid component of the Services and become a subscriber to any of the plans made available to you, you agree to pay all fees and charges without deduction associated with your subscription on a timely basis. All such fees and charges (including any taxes and late fees, as applicable) will be charged via the nominated payment method you provide to us during the registration

- (b) Satora collects all payments upfront for monthly subscription services. Once you sign up for Services your setup fees and first month's subscription fees will be immediately charged to your provided payment method. All subscriptions at Satora auto renew on same calendar day it started on the next payment period.
- (c) All Services provided by Satora are non-refundable except as required by law.

12. REFUNDS FOR SERVICES

- (a) Satora will process refunds in accordance with the Australian Consumer Law for major failures ('**Major Failures**') and minor failures ('**Minor Failures**').
- (b) For example, a Major Failure occurs where you would not have bought the Services if you had known about the defect, the Services are significantly different to what was described, the Services are substantially unfit for their usual purpose or a purpose made known to you or the Services are unsafe. For major failures or substantial problems with the Services as defined under the Australian Consumer Law, you are entitled to a replacement or refund.
- (b) If the Services fail to be of acceptable quality, and the failure does not amount to a Major Failure ('**Minor Failure**'), we are entitled an opportunity to fix the minor problem as long as this is within a reasonable period of time. If we cannot fix the Minor Failure, you are entitled to cancel the contract with us and obtain a refund for the proportion of the Services not already consumed at the time of the cancellation.
- (c) Satora does not offer returns and refunds for 'buyer's remorse' or if the Customer has changed its mind. Except as required by law, any payments paid by you are final and non-refundable.

13. COPYRIGHT AND INTELLECTUAL PROPERTY

- (a) The Works ('**Copyright Material**') in the Website, the Services and all the related products of Satora are subject to copyright and owned by the copyright owner. The Copyright Material on the Website is protected by copyright under the laws of Australia and through international treaties.
- (b) Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned, licensed, or controlled by, and are reserved by Satora or its Service Partners.
- (c) All trademarks, service marks, Website programming code, and trade names are owned, registered and/or licensed by Satora or its Service Partners.
- (d) Satora retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright; or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (e) You may not, without the prior written permission of Satora and the permission of any other relevant rights owners broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Copyright Material for any purpose, unless otherwise provided by these Terms.
- (f) The Website and its content (including the programming code) may not be copied, reproduced, publicly displayed, translated or distributed in any way (including mirroring) to any other computer, server, website or other medium for publication or distribution, without Satora's express prior written consent.

- (g) You own all right, title and interest in your User Data except as provided in these Terms for Aggregated Anonymous Data. So that we can provide our Services to you, subject to the terms of our **Privacy Policy**, you provide us a non-exclusive, worldwide, perpetual, irrevocable and royalty free licence to:
- (i) use, copy, display, perform, distribute, disseminate, transmit, translate, edit, cache and create derivative works of the User Data subject to and in accordance with the terms of any contract we enter into with you, and
 - (ii) use deidentified User Data for the research, development and data analytics of our Services.

14. CONTENT

In these Terms, “**Content**” means all information, data, works and materials (including without limitation, text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that a User submits to us or our Services for storage or publication on, processing by, or transmission via, our Services. As a User, you agree and warrant that:

- (d) you are solely responsible for any Content you may post, upload, publish, submit, transmit or otherwise make available on or through the Website and you are solely responsible for any Content which you make available through our Services;
- (e) Satora is not responsible for proof reading your Content;
- (f) you are the sole and exclusive owner of all Content you make available through the Services and otherwise have all rights, licenses, permissions, consents and releases and approvals necessary to grant to Satora the rights in such Content required pursuant to the Terms of this agreement;
- (g) neither the Content nor your posting, uploading, publication, submission or transmittal of the Content or Satora’s use of the Content (or any portion thereof) on, through or by means of the Service or otherwise will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable Law (including Privacy Laws); and
- (h) you are solely responsible for ensuring your Content meets current Australian Laws and that it is not defamatory, illegal, offensive or inappropriate. We reserve the right to exclude any Content you provide to use if we deem it is illegal or inappropriate.

15. PERSONAL INFORMATION

- (a) In these Terms, Personal Information has the meaning as defined in any applicable Privacy Laws. Privacy Laws in these Terms means the *Privacy Act 1988 (Cth)* and *Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth)*.
- (b) If a User obtains or uses Personal Information in the course of using the Services under these Terms, the User must comply with and is solely responsible for its obligations under the applicable Privacy Laws.

16. DISCLAIMER

Satora provides the Website and the Services on an “as is” and “as available” basis. Satora does not represent or warrant that the Website, the Services or their use: (i) will be uninterrupted, (ii) will be free of inaccuracies or errors, (iii) will meet your requirements, or (iv) will operate in the configuration or with the hardware or software you use. Satora makes no warranties other than those made expressly in these terms, and hereby disclaims any and all implied warranties, including without limitation, warranties of fitness for a particular purpose, merchantability and non-infringement.

17. WARRANTIES AND REPRESENTATIONS

- (a) To the maximum extent permitted by law, we exclude all representations and warranties relating to the subject matter of these Terms, our Website and the use of our Services. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) We do not warrant or represent:

- (i) the completeness or accuracy of the information published on our Website;
 - (ii) that the Content on the Website is up to date; or
 - (iii) that the Website or any Services on the Website will remain available.
- (c) The use of the Website and Services is at your sole and exclusive risk. Everything on the Website and made part of the Services is provided to you without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, Service Partners and licensors of Satora make any express or implied representation or warranty about the Services or any services advertised on the Website.
- (d) To the extent permissible at law, you agree that we, our affiliates or subsidiaries, or any of our directors, officers, employees, partners, agents, contributors, Service Partners and licensors shall not be liable to you or any third party for any:
- (i) loss of profit or opportunity;
 - (ii) damage to goodwill or business reputation and any other intangible loss;
 - (iii) special, indirect, incidental, punitive, exemplary or consequential damages whatsoever or any other losses, costs or expenses of any kind, including loss of data, legal fees, expert fees, cost of procuring substitute services, or any other disbursements

whether arising, directly or indirectly, from your reliance on, access to, use of, or inability to access or use, the Website and Services provided therein, or through downloading of any materials, data, text, images, video or audio from the Website, whether in common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- (e) This clause survives the termination or expiry of these Terms for whatever reason.

18. LIMITATION OF LIABILITY

- (a) To the extent permissible at law, you agree that we, our affiliates or subsidiaries, or any of our directors, officers, employees, partners, agents, contributors, Service Partners, and licensors shall not be liable to you or any third party for any:
- (i) loss of profit or opportunity (whether incurred directly or indirectly);
 - (ii) damage to goodwill or business reputation and any other intangible loss;
 - (iii) special, direct, indirect, incidental, punitive, exemplary or consequential damages whatsoever or any other losses, costs or expenses of any kind, including loss of data, legal fees, expert fees, cost of procuring substitute services, or any other disbursements arising, directly or indirectly, from your reliance on, access to, use of, or inability to access or use, the Website and any other content provided therein, or through downloading of any materials, data, text, images, video or audio from the Website, whether in common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (b) Satora makes no warranties or representations regarding the content of the Website, or the content of any sites linked to the Website, or that the Website and our Services will be uninterrupted or error-free. Satora assumes no liability or responsibility for any:
- (i) errors, defects, mistakes, or inaccuracies of content on the Website;
 - (ii) unauthorised access to or use of the Website's servers, personal information or financial information stored therein;
 - (iii) interruption or cessation of transmission to or from the Services;
 - (iv) bugs, viruses, harmful components, trojan horses, or the like which may be transmitted to or through the Services by any third party;
 - (v) errors or omissions in any content or for any loss or damage of any kind incurred because of the use of any content posted, emailed, transmitted, or otherwise made available via the Services;
 - (vi) human action or inaction of any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections through your access to or use of the Services;
 - (vii) quality, accuracy, completeness and validity of any information or materials in connection with the Services.
- (c) Our Services are provided "as is" and specific results cannot be guaranteed. It is your sole responsibility to determine that the Services or any part of these meet your needs or are otherwise suitable for the purposes for which they are used.

- (d) These Terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible Satora limits our liability as follows, at our option:
- (i) for any claims relating to these Terms, to the fees payable under this agreement (if applicable) pro rata for the preceding one (1) month;
 - (ii) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

This limitation applies to any supply under or related to these Terms including the supply of the Services and covers loss of User Data, any viruses or other disabling features that affect your access to or use of our Services, incompatibility between our Services and your hardware or software, delays or failures you may have in using the Services including any connections or transmissions that fail or are not completed in an accurate or timely manner.

- (e) Save to any extent expressly provided otherwise in these Terms or as otherwise required by law, you agree that we will not:
- (i) pay you any compensation or other payment upon the discontinuance or alteration of the Website in any way; and
 - (ii) reimburse you for any costs whatsoever incurred because of you using the Website, or any other features provided in connection to the Website, whether purchased or distributed for free.
- (f) In no event shall Satora or its respective officers, directors, agents, employees, licensors, Service Partners, or suppliers be liable to you or any third party under any circumstances for any indirect, consequential, special, punitive, or exemplary damages or losses, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses incurred in connection with: (a) these Terms, (b) your use of, inability to use, or unavailability of the Satora Services, or (c) any services purchased, received, or paid for using the Services under any theory of liability or cause of action whether in tort (including negligence), contract, or otherwise, regardless of whether Satora has been advised of the possibility of such damages. In no event shall Satora liability and the liability of our respective officers, directors, agents, employees, Service Partners and suppliers exceed the fees Satora has received from you through your use of the Satora Services. This limitation of liability section shall apply to fullest extent permitted by law in the applicable jurisdiction.
- (g) This clause survives the termination or expiry of this agreement for whatever reason.

18. INDEMNIFICATION

You will indemnify and hold Satora, its directors, officers, employees, agents, Service Partners, and licensors harmless with respect to any damage, loss, expense, suit or claim, including attorneys' fees and costs (collectively, a "**Claim**") arising out of (i) your or your User's breach of these Terms, including but not limited to, any infringement by you or your Users of the intellectual property of any third party; or (ii) any third party Claim arising out of your or your User's use or misuse of the Service. If you are required to indemnify Satora under this section, Satora will have the right to control the defence, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without Satora's express written permission. This clause survives the termination or expiry of these Terms for whatever reason.

19. DISPUTE RESOLUTION

- (a) **Compulsory process.** A Party shall not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a Dispute unless it has complied with this clause.
- (b) **Notification.** A Party claiming that a Dispute has arisen shall notify each other party to the Dispute giving details of the Dispute.
- (c) **Initial period – efforts to resolve Dispute.** During the 30-day period after a notice is given (or longer period agreed in writing by the Parties to the Dispute) (Initial Period) each Party to the Dispute (Disputant) covenants with the other to cooperate and take all reasonable steps necessary to attempt to resolve the Dispute.
- (d) **Mediation.** If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute shall be referred for mediation, at the request of any Disputant, to:
- (i) a mediator agreed on by the Disputants; or

- (ii) if the Disputants are unable to agree on a mediator within seven days after the end of the Initial Period, then the Parties must submit the dispute for mediation through the Chair of Resolution Institute (ACN 008 651 232) or the Chair's designated representative and the Resolution Institute Mediation Rules shall apply to the mediation.
- (e) **Role of mediator.** The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.
- (f) **Information.** Any information or documentation disclosed by a Disputant under this clause shall be kept confidential and may not be used except to attempt to resolve the Dispute.
- (g) **Costs of mediation.** Each Disputant shall pay its own costs of complying with this clause. The Disputants shall pay equally the costs of any mediator engaged.
- (h) **Location, timing and attendance.** The mediation will be held in Sydney, Australia, within 30 days after expiry of the Initial Period. Each Disputant agrees to attend the mediation by a representative having full authority to resolve the dispute. At the mediation each Disputant may be represented by one or more legal representative.
- (i) **Failure to resolve.** If the dispute fails to resolve at mediation or if one of the Disputants fails or refuses to attend the mediation, the mediator will be requested to inform each Disputant in writing that the mediation has been terminated without resolution (Mediation Termination Notice). Upon receipt of Mediation Termination Notice, the dispute resolution process will be terminated. A party to a dispute will only be entitled to pursue other remedies available to it at law or otherwise, after receipt of Mediation Termination Notice.
- (j) **Confidentiality.** All communications concerning negotiations made by the Disputants arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable law of evidence.
- (k) **Mandatory Arbitration.** Any controversy, claim or dispute of whatever nature arising between the parties arising out of or relating to these Terms, or any agreement in which they are incorporated, or the breach, termination, enforceability, scope, or validity thereof, whether such claim existed prior to or arises on or after the effective date of these Terms that cannot be resolved by mediation under clause 19 will be resolved by binding arbitration in Sydney NSW or other location agreed upon by Satora in accordance with the ACICA Expedited Arbitration Rules. The prevailing party in any such action will be entitled to recover all costs, including reasonable attorneys' fees at trial and on any appeal or petition for review, incurred in enforcing the terms of these Terms, or any other agreement including the provisions of these Terms. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The Disputants shall pay equally the costs of any arbitration.

20. TERM AND TERMINATION

- (a) This agreement shall start on the date of the availability of the Services to you ("**Start Date**").
- (b) The Terms will continue to apply until terminated by either you or by Satora as set out below.
- (c) Satora 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. Satora may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms;
 - (ii) Satora is required to do so by law.

Subject to any applicable laws, Satora reserves 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 Satora's name or reputation or violates the rights of those of another party.

- (d) If you want to cancel your subscription, you may do so by sending us notice, in writing, to Satora via email to accounts@satora.com.au. You will need to provide us with 30 calendar days advance notice of cancellation before your next subscription renews.

21. TERMINATION CONSEQUENCES

- (a) 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 User Data and Your Materials will be destroyed within 30 days from termination unless agreed arrangements have been made by you with Satora to transfer your User Data and Your Materials before termination.
- (b) You agree that before the effective date of termination, it is your sole responsibility to arrange with Satora to transfer all your Customer Data from Satora's servers. You agree that your User Data and Your Materials will not be recoverable 30 days after the termination is effective.
- (c) You must pay to Satora any outstanding fees and charges for the Services completed to the end of the month containing the effective date of termination.
- (d) Un-installation of Satora sync software
- Satora installs sync software on your server listed under the name "PNServer" which syncs data from your practice management system and our servers. You can remove this software by going into the Windows control panel's uninstall programs list and removing the software package called "PNServer". It is your responsibility to remove this software to stop the sync between your server and Satora servers. Please let us know if you need help uninstalling it.

22. NOTICES

- (a) All notices required or permitted to be given under these Terms will be in writing and delivered to the other party by any of the following methods: (i) postal mail, (ii) overnight courier, or (iii) electronic mail. If you give notice to Satora, you must use the following mailing address, Attn: Legal, Satora 502/410 Elizabeth Street Surry Hills NSW 2010, or the following email address: insights@satora.com.au
- (b) If Satora provides notice to you, Satora will use the contact information provided by you to Satora. All notices will be deemed received as follows: (i) if by delivery by postal mail, five (5) business days after dispatch, (ii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iii) if by electronic mail, 24 hours after the message was sent, if no "system error" or other non-delivery notice is generated. If applicable law requires that a given communication be "in writing," you agree that email communication will satisfy the requirement.

23. THIRD-PARTY SERVICES

Satora may use third parties to provide certain services accessible through the Services (such as payment processing or acting as a host). Satora does not control those third parties or the services provided, and you agree that Satora will not be liable to you in any way for your use of such services or any charges incurred by you while using such services. These third parties may have their own terms of service and other policies. When you use those services, you must comply with such terms and policies, as well as these Terms. If any such terms or policies conflict with these Terms, or other Satora agreements or policies, you must comply with these Terms and any other Satora agreements, or policies, as applicable.

24. MISCELLANEOUS

These Terms will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of New South Wales without reference to conflict of law principles. These Terms (including all of the policies and other agreements described in these Terms, which are incorporated herein by this reference) contain all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power, or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise of any such right, power, or privilege. You and Satora are independent entities, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms. The invalidity or unenforceability of any other provision of these Terms will not affect the validity or enforceability of any other provision of these Terms, all of which will remain in full force and effect. The headings used throughout these Terms are merely descriptive and not operative and have no legal or contractual effect.

25. PRIVACY

Please refer to our **Privacy Policy** (www.cubiko.com.au/privacy-policy/) which is made a part of these Terms.

26. ADVERTISING AND LINKS

The Platform may contain links and other pointers to other websites or applications operated by third parties. Satora do not control these linked websites and are not responsible for the contents of any linked application. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the site or the products or services provided at those sites. Your access to any such advertisement or link is entirely at your own risk. You should contact the relevant third-party directly to enquire on that information prior to entering into a transaction in relation to the third-party products and services.

27. NO WAIVER

Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

28. ASSIGNMENT

You agree that Satora may assign, transfer, sub-agreement or otherwise deal with our rights and/or obligations under these Terms. You may not without our prior written consent assign, transfer, sub-agreement or otherwise deal with any of your rights and obligations under these Terms.

29. ENTIRE AGREEMENT

Unless otherwise stated, these Terms and the relevant agreement (s) shall constitute the entire agreement you and us in relation to your use of the Website and our Services.

30. SEVERABILITY

If any part of provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of the provision otherwise it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

31. LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws of the State of New South Wales and Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State New South Wales and Courts of Appeal from them for determining any dispute concerning these Terms.

32. FORCE MAJEURE

Notwithstanding any other provision of these Terms, Satora need not act if it is impossible to act due to force majeure, meaning any cause beyond our control (including war, pandemic, riot, natural disaster or law taking effect after the date of these Terms). You agree that Satora have no responsibility or liability for any loss or expense suffered or incurred by you because of not acting for so long as the force majeure continues.

33. COMMENTS AND QUESTIONS

If you have any comments or questions, you may address them to Satora, 502/410 Elizabeth Street Surry Hills NSW 2010 or via email at insights@satora.com.au.

34. HOW TO CONTACT US

Our principal place of business is at 502/410 Elizabeth Street Surry Hills NSW 2010 Australia.

Users can contact us by email at the following email address: insights@satora.com.au



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Terms last updated 20 March 2024