

TERMS & CONDITIONS

Please read carefully the Terms of Service below. By completing the registration process and subscribing to the Service, You are acknowledging that You have read and understand these Terms of Service and You are agreeing to be bound by its terms and conditions.

1. The minimum subscription period for xPlain Online is 6 months from activation.
2. It is the responsibility of the customer to embed the videos in their nominated website with the Web Designer Codes provided.
3. Centaur Software does not provide any assistance if the sourced videos are working correctly.
4. Any 3rd party costs associated with insertion of and satisfactory operation of the videos (xPlain Online) is the customer's responsibility.
5. The monthly subscription fee will commence on the activation of xPlain Online on the customer's nominated website. You will be notified by email when your site is authorised.
6. All xPlain Online subscription payments will only be accepted via direct debit. There is no requirement to own any other Centaur Software products and there is no set up fee.

1. IN THESE TERMS OF SERVICE:

'Account' means Your subscription for the Service including your customer information. 'Charges' means the amount payable by You for the Service. 'Pricing Structure' means the schedule which identifies the Charges applicable for the Service or any part of the Service, as amended from time to time. 'Terms of Service' means the terms and conditions contained on this document. 'Service' means the services outlined in clause 2. 'We', 'Us' or 'Our' means Centaur Software Development Co. 'You' or 'Your' means the subscriber to the Service immediately upon completing the registration process and subscribing to the service.

2. THE SERVICE

- 2.1 The Service offered by Us to You under these Terms of Service is provided from authorised xPlain Online website provider.
- 2.2 The Service will enable You to utilise xPlain Online on your nominated website.

3. YOUR USE OF THE SERVICE

- 3.1 If You wish to use the Service You must:
 - (a) Complete the registration form and acknowledge that you have read and accept these Terms of Service;
 - (b) Correctly and accurately enter Your personal details as part of the registration process; and
 - (c) Abide by these Terms of Service and all applicable laws and not place Us in breach of any laws.

4. OUR PROVISION OF THE SERVICE

- 4.1 If We are not able to debit your credit card for the Charges in accordance with clause 6, We may at Our option, immediately suspend the Service.

- 4.2 We reserve the right to modify or suspend the Service with or without notice to You. You agree that We will not be liable to You or any third-party for any modification, suspension or discontinuance of the Service.

5. PRIVACY

- 5.1 We will keep Your Account details confidential, and You are entirely responsible for the authorised use of this Service on your authorised website.
- 5.2 We collect information, including the personal information provided by You to Us for purposes including
 - (a) To register You for the Service and provide you with the Service;
 - (b) To gather general demographic information of subscribers to the Service and the use of the Service;
 - (c) To provide a more customised service as part of the Service.
- 5.3 We will not disclose your personal information to anyone except in accordance with these Terms of Service, as authorised by you or as required by law. We may, however, disclose to third parties aggregate data, provided that no individual is identifiable in such data.

6. PAYMENT

- 6.1 We will receive the Charges by way of direct debit from Your credit card or bank account. You expressly authorise the direct debit of Your credit card or bank account of amounts equal to the Charges payable under these Terms of Service.
- 6.2 Notwithstanding clause 6.1, if in Our opinion the payment method is no longer appropriate or feasible, We may alter the payment method at Our sole determination. The Charges will be determined in accordance with the Pricing Structure as quoted in Item 6.3 and may be amended from time to time.
- 6.3 The termination of your Account will not release you from any liability to pay outstanding Charges.

7. TERMINATION

- 7.1 You may terminate your Account, after the initial 6 months minimum period, at any time by notifying Us. Termination will be effective once you confirm the termination of Your account by notice to Us.
- 7.2 We may terminate your Account immediately if:
 - (a) It is Our opinion that you have violated these Terms of Service; or
 - (b) If you do not use the Service for a reasonable period of time (which, in most circumstances will be 6 months).

8. DISCLAIMERS, INDEMNITIES AND LIMITATION OF LIABILITY

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

8.2 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 of Service or otherwise in connection to provision of the Services is limited to the extent permitted by law.

8.3 You agree that We are not liable for any direct, indirect, incidental, special or consequential damages whatsoever.

8.4 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 Service, your violation of the Terms of Service or your violation of any rights of another.

8.5 Any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within 6 months after such claim or cause of action arose or be forever barred.

9. GENERAL

9.1 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.

9.2 We make no representation that the contents of xPlain Online complies with the laws (including intellectual property laws) of any country or jurisdiction outside Australia.

9.3 Except as otherwise expressly agreed, any notices from You to Us including, but not limited to any notice to opt-in or opt-out of a part of the Service or terminate your Account, must be sent by e-mail to information@centaursoftware.com or by phone on +61292135000

9.4 If any provision of these Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of such a provision will not affect the validity of the remaining provisions of these Terms of Service.

10. ACCEPTANCE OF TERMS OF SERVICE

10.1 By acknowledging that you have read and understand these Terms of Service and completing the registration Form attached you are agreeing to be bound by these Terms of Service and that these Terms of Service contain the full and entire agreement covering Your use of the Service.