

TERMS OF SERVICE

Please read the Terms of Service below carefully. 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. These Terms of Service cover xPlain Online, xPlain Waiting Room and xPlain Chairside.

1. IN THESE TERMS OF SERVICE:

- i. 'Account' means Your subscription for the Service including your customer information.
- ii. 'Charges' means the amount payable by You for the Service.
- iii. '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.
- iv. 'Terms of Service' means the terms and conditions contained on this document.
- v. 'Service' or 'Services' means any or all the xPlain Patient Education products that are xPlain Online, xPlain Waiting Room and xPlain Chairside.
- vi. 'We', 'Us' or 'Our' means Centaur Software Development Co.
- vii. 'You' or 'Your' means the subscriber to the Service immediately upon completing the registration process and subscribing to the service.

2. YOUR USE OF THE SERVICE

- 2.1 The Service will enable You to utilise any of the xPlain Patient Education Products.
- 2.2 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.
- 2.3 The minimum subscription period for the Service is 6 months from activation.
- 2.4 It is Your responsibility to embed the xPlain Online videos in Your nominated website with the embed codes provided. We will only provide support if the videos or embed codes are not working correctly. Any 3rd party costs associated with insertion of and satisfactory operation of the xPlain Online videos is Your responsibility.
- 2.5 It is Your responsibility to build the xPlain Waiting Room video sequences within the online portal that you will be given access to. We will only provide support if you are unable to access the portal or if the portal is not working correctly.

3. PRIVACY

- 3.1 We will keep Your Account details confidential, and You are entirely responsible for the authorised use of these Services.
- 3.2 We collect information, including the personal information provided by You to Us for purposes including and only limited to:
 - 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 within Centaur Software and;
 - c) To provide a more customised service as part of the Service.
- 3.3 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 aggregate data to third parties, provided that no individual business is identifiable in such data.

4. PAYMENT

- 4.1 The Services are subscription based and are charged monthly.
- 4.2 We will receive the Charges for the Service by way of direct debit from Your credit card or bank account only. 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.
- 4.3 The monthly subscription fee will commence upon the activation of the Service.
- 4.4 Notwithstanding clause 4.2, 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 outlined in your quotation. You will be made aware by Us prior to any such alteration to the payment method in writing by email to the address in your Account records.
- 4.5 The termination of your Account will not release you from any liability to pay outstanding Charges.

5. OUR PROVISION OF THE SERVICE

- 5.1 If We are not able to debit your credit card for the Charges in accordance with clause 4, We may at Our option, immediately suspend the Service.
- 5.2 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.

6. TERMINATION

- 6.1 You may terminate your subscription to the Service at any time after the initial 6 months minimum period, by notifying Us in writing. Termination will be effective once you confirm the termination of Your account by notice to Us.
- 6.2 We may terminate your Account immediately if it is Our opinion that you have violated these Terms of Service.

7. DISCLAIMERS, INDEMNITIES AND LIMITATION OF LIABILITY

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 Any claim or cause of action arising out of or related to use of the Service, or these Terms of Service must be led within 6 months after such claim or cause of action arose or be forever barred.

8. GENERAL

- 8.1 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.

- 8.2 We make no representation that the contents of any of the xPlain Patient Education products complies with the laws (including intellectual property laws) of any country or jurisdiction outside Australia.
- 8.3 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 Services or terminate your Account, must be sent by e-mail to information@centaursoftware.com or by phone on +61292135000.
- 8.4 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.

9. ACCEPTANCE OF TERMS OF SERVICE

- 9.1 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.