

SMS Messages Reminders and Replies Service Agreement

Please read carefully the Terms of Service below. By completing and signing this Service Agreement, you are acknowledging that You have read and understand these Terms of Service and You are agreeing to be bound by the terms and conditions.

1. In these Terms of Service:

'Account' means Your subscription for the Service including your customer information and Password by which You receive the Service.

'Charges' means the amount payable to Us by You for the Service.

'Messages' means a text message sent from or received by a mobile phone (by SMS or other facility) in using the Service.

'Password' means the combination of Your account details and a password that will be provided by Us to You after you have accepted these Terms of Service.

'Pricing Structure' means the Prices as quoted in Item 6.3, which identifies the Charges applicable for the Service or any part of the Service, which may be amended at our discretion from time to time.

'Terms of Service' means the terms and conditions contained in 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 including staff of the practice accessing and/or using 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 the dental4windows/Practice Studio Software.

2.2 The Service will, amongst other things, enable You to send SMS messages from the dental4windows/Practice Studio Software.

3. Your use of the Service

3.1 If You wish to use the Service You must:

- (a) Correctly and accurately enter Your personal details being the person responsible and accepting this Service Agreement and as part of the registration process; and
- (b) Complete and sign this Service Agreement acknowledging that you have read and accept these Terms of Service; and (c) Abide by these Terms of Service and all applicable laws and not place Us in breach of any laws.

3.2 You are responsible for the content of the Messages that You send using the Service. You must not transmit any Message which includes any unlawful, harassing, libellous, abusive, threatening, harmful, obscene, 'spam', 'junk mail' or otherwise objectionable material of any kind, or any material that violates the rights of a third party, including but not limited to the intellectual property rights of that party. You agree that We will not be liable or responsible for the content and nature of any Messages sent by You.

3.3 You agree not to include premium-rate telephone numbers as SMS message recipient numbers. Premium-rate telephone numbers are telephone numbers for certain services for which prices higher than normal are charged.

4. Our provision of the Service

4.1 We are not responsible or liable for any part of the promotions, advertising or Messages between You and any third party in connection with the Service.

4.2 If We are not able to debit Your credit card for the Charges in accordance with clause 6, We may at Our discretion, immediately suspend the Service.

4.3 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 You must keep Your Password and Account details confidential, and You are entirely responsible for any use of the Services or any other acts that occur under or in relation to Your Password or Account as a result of Your failure to keep Your Password and Account details secret. You agree to immediately notify Centaur Software of any disclosure or unauthorised use of Your Password or Account or any other breach of security.

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 payment for the Charges by way of direct debit from Your credit card. You expressly authorise the direct debit of Your credit card 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 discretion. The Charges will be determined in accordance with the Pricing Structure as quoted in Item 6.3 and may be amended at Our discretion from time to time.

- 6.3 SMS messages are charged at 22 cents each exc. GST. Customers can purchase messages in pre-paid blocks of 400 for \$88.00 exc. GST.
- 6.4 Messages are charged at maximum of 160 characters per message and when over 160 characters, will be charged in multiples of 160.
- 6.5 The termination of Your Account will not release You from any liability to pay outstanding Charges.

7. Changes to the Terms of Service

7.1 You agree that You will regularly review these Terms of Service and will be bound by the Terms of Service as they appear on the Centaur Software Website @ www.centaursoftware.com / Customer Support from time to time, including any amendments made.

8. Termination

- 8.1 You may terminate Your Account at any time by notifying Us. Termination will be effective once You confirm the termination of Your account by notice to Us.
- 8.2 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).

9. Disclaimers, Indemnities and Limitation of Liability

- 9.1 The use of the Service is at Your sole risk and discretion. The Service is provided on an "as is" and "as available" basis. 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.
- 9.2 We will charge You for using the Service at the charge rate as quoted in Item 6.3 per message per intended recipient, irrespective of whether the message is successfully delivered to, or received by the intended recipient. Messages sent to a group will be treated as individual messages sent to each of the group's members and charged accordingly.
- 9.3 You understand and agree that any material and/or data downloaded or otherwise obtained through the use of, or from the Service, are done at Your own risk and discretion. We do not warrant that the information contained on, or delivered by the dental4windows/Practice Studio software, including Your personal details and Messages ('Information') is correct and current and take no responsibility for any error, omission or defect therein.
- 9.4 We will 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 5 above, however due to the nature of the media and modes of communication used by the Service, and factors out of Our reasonable control, We will not guarantee that the Information will be received or handled other than intended. Accordingly, You agree to not hold Us responsible for the security of the data transmissions between You, the dental4windows/Practice Studio software or Us, and the intended recipient, including but not limited to the transmission of payment information such as credit card numbers. You agree that We will not be liable for any damages, resulting from unauthorised access by third parties to the data or Information.
- 9.5 To the extent permitted by law, We and Our employees, agents and consultants are excluded of 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 by Us. 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.
- 9.6 You agree that We are not liable for any direct, indirect, incidental, special or consequential damages whatsoever.
- 9.7 You agree to indemnify and exclude Us, Our officers and Our employees 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.
- 9.8 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.

10. General

- 10.1 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.
- 10.2 The Site may be accessed from overseas and We make no representation that the content of the Site complies with the laws (including intellectual property laws) of any country or jurisdiction outside Australia.
- 10.3 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 accounts@centaursoftware.com.
- 10.4 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.

11. Acceptance of Terms of Service

11.1 By acknowledging that You have read and understand these Terms of Service and completing and signing this Service Agreement, 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.

-----Please fax last page back to Centaur: 02-9213 5020-----

I agree with Terms and Conditions of the SMS Message Reminders and Replies Service Agreement as listed above.

Customer Name:

ID No:

Read & Accepted By: _____ Signed: _____

Date: ____/____/____

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