

TERMS OF SERVICE

Please carefully read 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. 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 in partnership with the following companies;

- i. MyHealth1st
- ii. humm
- iii. Your Dentist (Dentist.com.au)
- iv. National Dental Plan
- v. HotDoc
- vi. HealthShare

2.2 The Service will list Your dental practice details on all Partner websites You select and enable a direct booking link to your eAppointments landing page.

2.3 You must be currently subscribed to eAppointments to subscribe to Patient Discovery.

2.4 You must ensure that your eAppointments always has bookings available and showing on your landing page.

3. YOUR USE OF THE SERVICE

3.1 If You wish to use the Service You must:

- a) Complete the signup form and acknowledge that you have read and accept these Terms of Service;
- b) Agree to the Terms & Conditions of each selected Partner company. These can be found on their respective website;
- c) Correctly and accurately enter Your personal details as part of the signup process; and
- d) Abide by these Terms of Service and all applicable laws and not place Us in breach of any laws.

4. PAYMENT AND INTEREST

4.1 The New Patient Acquisition Fee is charged per new patient acquired via one of the partner directory service websites listed in clause 2.1.

4.2 A new patient is defined as a patient that has not already attended a specific dental practice in the past. That is, they are not already listed in the Dental4Windows database. To match a new patient record in Dental4Windows, the following fields must match - First name, last name, mobile number and date of birth.

4.3 You will be invoiced at the end of each month for all new patients acquired in the previous month, where You have the right

to dispute any New Patient Acquisition Fee – see section 5.

4.4 We will receive the Charges by way of direct debit from Your credit card or nominated bank account on the 15th of every month. You expressly authorise the direct debit of Your credit/debit card or bank account of amounts equal to the Charges payable under these Terms of Service. Debit card and credit card fees: Unless your account is paid by Direct Debit, payments made via credit or debit cards (VISA/MasterCard only) will incur a Payment Processing Fee. For applicable rates on credit and debit payments, please refer to

www.centaursoftware.com.au/payments. Diners Club, American Express and other cards are not accepted.

4.5 Notwithstanding clause 4.4, 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 and may be amended from time to time.

4.6 The termination of your Account will not release you from any liability to pay outstanding Charges.

4.7 If We are not able to debit your credit card for the Charges in accordance with clause 4.4, We may at Our option, immediately suspend the Service and remove your practice listing from all partner directory websites.

4.8 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.

4.9 When Centaur software attempt capture of any outstanding invoice and this payment is declined, Centaur Software reserves the right to issue a Service Fee invoice to recover any banking institution fees and administration costs incurred. The schedule of fees can be found at www.centaursoftware.com.au/payments

4.10 You must pay to us all costs and expenses incurred or which will be incurred by us in respect of any action for recovery of monies or repossession of Software but not limited to mercantile agent's fees, solicitor's fees (on an indemnity basis), fees of legal advisers and other parties acting on behalf of us.

5. FEE DISPUTES

5.1 Disputes must be made in writing via email to patientdiscovery@centaursoftware.com within 14 days of delivery of the invoice. If a dispute is made, and We agree, You will receive a credit note that will be automatically applied to the invoice, reducing the payable balance.

6. PRIVACY

6.1 You must keep Your 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 Account. You agree to immediately notify Centaur Software of any disclosure or unauthorised use of your Account or any other breach of security.

6.2 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.

6.3 You agree to Us passing the sign-up form, practice images and logos onto the selected partner directory companies listed in clause 2.1.

6.4 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 party's aggregate data, provided that no individual is identifiable in such data.

7. CHANGES TO THE TERMS OF SERVICE

7.1 You agree that you will be responsible for regularly reviewing these Terms of Service. You will be bound by the Terms of Service including any amendments which will be provided to you at least 14 days prior to your nominated email address.

8. TERMINATION

8.1 You may terminate your subscription at any time by notifying Us. Termination will be effective within 5 business days of you confirming the termination of Your account by written notice to Us.

8.2 We may terminate your subscription immediately if it is Our opinion that you have violated these Terms of Service.

9. DISCLAIMERS, INDEMNITIES AND LIMITATION OF LIABILITY

9.1 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.

9.2 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 6 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 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, Our partners or Us, 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.

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

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

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

9.6 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 partner sites may be accessed from overseas and We make no representation that the content of the partner sites 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 information@centaursoftware.com or by phone on +61292135000

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. PARTICIPATING PARTERS

11.1 We have the right to bring on additional Partners onto Patient Discovery program. If you are already subscribed to Patient Discovery, your practice will automatically be listed on any new directory websites. We will advise you of any new Partners participating in Patient Discovery in this instance.

11.2 We reserve the right to remove any Partners from participation in the Patient Discovery program. If you are already subscribed to Patient Discovery, your eAppointments booking link will automatically be disabled from any directory website no longer partnered with Us. We will advise you of any partner directory service being removed from Patient Discovery in this instance.

12. ACCEPTANCE OF TERMS OF SERVICE

12.1 By acknowledging that you have read and understand these Terms of Service and completing the online signup form, 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.