

Channel:D

Privacy Policy for Channel D Pty Ltd.

Effective Date: January 2016

Introduction

At Channel D Pty Ltd, we are committed to protecting the privacy and security of the information provided by our clients. This Privacy Policy outlines how we collect, use, and safeguard the content personnel photos that clients provide for the creation of videos used in dental practice waiting rooms and digital signage. This Privacy Policy also includes any data gathered via The Sernik System which is the Team Training Programme offered within the Channel D portal.

2. Information We Collect**

We may collect the following types of information from our clients:

- Content Details: Information regarding the treatments offered by your practice.
- Promotional Offers: Details of any promotional offers you wish to include in the videos.
- Personnel Photos: Photographs of your staff members to be incorporated into the videos.
- All practice and team KPIs that identify any practice or team member.
- All test results that identify any any practice or team member.

3. How We Use Your Information

The information you provide is used for the purpose of creating and customizing videos for your dental practice and in the case of The Sernik System, for calculating the practice-specific KPIs for each client and for benchmarking.

Specifically, we use the data to:

- Develop and edit video content that reflects the services and promotions of your practice.
- Incorporate personnel photos into the videos as directed by you.
- Ensure the videos accurately represent your practice and meet your specifications.

4. Confidentiality and Data Security

We understand the importance of maintaining the confidentiality of the information you provide. To ensure your data is protected, we:

- Implement industry-standard security measures to safeguard your information.
- Restrict access to your data to only those employees or contractors who need it to perform their job duties.
- Regularly review and update our security practices to ensure the ongoing protection of your data.

5. No Sharing of Information

We will never share, sell, or disclose the content, promotional details, or personnel photos you provide to third parties, except as required by law or with your explicit consent.

6. Use of Personnel Photos

Photos of your personnel will be used strictly in accordance with your instructions and only for the purpose of creating the specified videos.



7. Data Retention

We will retain your information only as long as necessary to fulfill the purposes outlined in this Privacy Policy or as required by applicable law. Once the information is no longer needed, we will securely delete or anonymize it.

8. Your Rights

You have the right to access, correct, or request the deletion of your personal information at any time. To do so, please contact us at [Your Contact Information].

9. Changes to This Policy

We may update this Privacy Policy from time to time. Any changes will be posted on our website with an updated effective date. We encourage you to review this policy periodically to stay informed about how we are protecting your information.

10. Contact Us

If you have any questions or concerns about this Privacy Policy, please contact us at:

Channel D Pty Ltd
84 Narelle Lane, Greenwich Park, NSW 2580 Australia.
Info@ChannelD.com

Channel:D

USER LICENCE AGREEMENT

CHANNEL D PTY LIMITED

Last updated September 2024

Welcome to Channel D, a video streaming service for dental practices, including for use in waiting rooms, treatment rooms, your website, and on screens located on the exterior of dental practices ("Channel D"). Channel D also offers The Sernik System as a team training system. Clients can choose to subscribe to the Channel D video streaming service or to the Sernik System Team Training service, or to both services. Each service has its own fee structure. Details of the fee structures are available on the Channel D Website. You should read this User Licence Agreement ("ULA") carefully before you start using Channel D. This ULA, our [Privacy Policy](#) and any other rules or guidelines that are posted onto the website at channeld.com ("Site") from time to time (together, the "Terms") are entered into between "you", the user, and Channel D Pty Limited ACN 603 162 741 ("we", "us", "our").

The Terms are a binding contract between you and us. The Terms govern your use of services provided by us, including applications and websites owned or controlled by us (such as the Site), all plugins, mobile applications and other applications and services provided from time to time on, from or through Channel D (together, the "Service").

1. YOUR ACCEPTANCE OF THESE TERMS

1.1 Your acceptance of the Terms

These Terms are important - please read them carefully. If you do not agree with any of the Terms, do not use the Service and you must leave the Service immediately. Your use and continuing use of the Service is an acknowledgement that you have been given a reasonable opportunity to read the Terms; that you have in fact read the Terms; that you understand the Terms, and that you agree to abide by and be bound by the Terms.

1.2 Meanings:

In these Terms:

"**ACL**" means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

"**Associate**" in relation to a party means the employees, officers, directors, contractors and agents of that party.

"**Confidential Information**" of a party means the confidential, proprietary or commercially sensitive information of that party or its related bodies corporate (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including, information and materials in any tangible form including source code, data, designs, know-how, trade secrets, formulae, processes, techniques, methods, results, business processes and methodologies, the existence, scope and activities of any research, design, development, marketing or other projects and other similar information with like characteristics, regardless of whether the information is transferred or stored in writing, visually, electronically or by any other means, which is:

- (a) not generally known to the public or in the applicable trade; and

- (b) either designated in writing as confidential or is of a nature that a reasonable person who deals with such information or materials would believe that the disclosing party expects it to be maintained as confidential or intends or is obligated to maintain it as confidential,

but, in each case, does not include information which is in, or comes into, the public domain other than by the receiving party's (or its Associate's) breach of an obligation of confidence or of these Terms, or which is independently known to, or developed by the receiving party (or its Associate) as evidenced by contemporaneous written records.

"**Consequential Loss**" means indirect economic loss, loss of income or profit, loss or damages resulting from wasted management time, damage to goodwill or business reputation, loss of opportunity or any other special, indirect or consequential loss or damage.

"**Content**" means any information, data or content in any form or medium that is published, broadcast, accessible, visible, distributed, located or displayed on the Service, and includes videos, text, graphics, photos and other materials from time to time, but excluding any DIY Content.

"**DIY Content**" means:

- (a) any Content that is altered, amended, adapted or appropriated in any way by you or your Associates; and
- (b) any information, data or content in any form or medium, including video, text, graphics, photos and other materials, that is created or produced by you or your Associates and published, broadcast, accessible, visible, distributed, located or displayed on the Service.

"**Fee**" means the amount payable by you to us, as notified by us from time to time in writing by email, on the Site or any other means, and updated from time to time in accordance with these Terms.

1.3 When the Terms apply

These Terms apply to you if you access the Service including uploading Content, browsing Channel D, viewing Content or otherwise using any part of the Service.

1.4 Your age

You must be at least eighteen (18) years of age to access the backend of the Service to upload or change Content.

1.5 Changes to the Terms

We may update or otherwise change the Terms by giving you at least 30 (thirty) days' written notice. Any such changes will be posted to the Site. Your continuing use of the Service constitutes your agreement to be bound by any such changes.

1.6 Questions about the Terms

Should you have any questions in relation to the Terms, you should contact us at support@channeld.com before you use the Service.

2. LICENCE TO USE SERVICE

2.1 Our licence to you

Channel:D

In consideration of your agreement to comply with the Terms, we hereby grant you a non-exclusive, non-transferable licence to use the Service, unless we suspend or terminate your account or the Service in accordance with the Terms.

2.2 Nature of the Service

You acknowledge and agree that: (a) we may, at any time in our sole discretion and without prior notice, alter, amend, interrupt, reschedule, modify or cease the operation of all or any part of the Service; and (b) the Service may not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

3. YOUR RESPONSIBILITIES

3.1 Registration

In order to use all the features of the Service, you must have an account with us. You can create an account online.

3.2 Your information

When creating an account, you must use your correct and current name and information. You must not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity or employ misleading email addresses or falsify information in any part of any communication transmitted through the Service. We will handle all personal information we collect in accordance with our [Privacy Policy](#).

3.3 Your password and login

You are responsible for maintaining the confidentiality of your password and login and you must not share your password or login with any other party. You are responsible for all activities that occur under your password and login. You must not use or attempt to use another party's password or login to access any part of the Service. You must immediately notify us at support@channeld.com of any unauthorised use of your password or login or any other breach or suspected breach of security in respect of the Service.

3.4 What you must not do

In using the Service, you must not:

- (a) reproduce, make available online or transmit (electronically or otherwise), publish, adapt, create derivative works from, distribute or redistribute, transfer, broadcast, display, sell, license, perform, link, display or exploit in any other way and in any medium any part of the Service except through the functionality offered by the Service;
- (b) alter or modify any part of the Service;
- (c) breach any laws and regulations, or use the Service for any purpose that is unlawful or in breach of the Terms;
- (d) attempt to "hack", decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Service. This includes "phishing", "mining", accessing "hidden" URLs, attempting to trigger remote code for the purpose of accessing data or material you would not otherwise have access to;
- (e) knowingly transmit any virus, corrupt files or any other software or function that may damage the operation of the Service or other disabling feature to the Service, or is designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the

performance of, or impair the functionality of any part of the Service;

- (f) use or launch any automated system, including "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- (g) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content;
- (h) access Content through any technology or means or other functionality of the Service from time to time;
- (i) interfere with or inhibit other users from enjoying or using the Service.

3.5 Take your own precautions

You must take your own precautions to ensure that your process for accessing the Service does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system.

3.6 You are responsible for costs and equipment

Channel D is a video streaming and training service only. We do not provide any hardware or equipment. You are responsible for all costs, fees and expenses incurred directly or indirectly from accessing Channel D or otherwise using or broadcasting the Service. This may include internet connection and usage fees, mobile telephone connection and usage fees, equipment and hardware such as TV, computer, router, screen, speakers and media player.

3.7 Exposure to content

You understand that when using the Service, you will be exposed to Content from a variety of sources. You understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us, our related bodies corporate and officers employees and affiliates with respect to such Content, and, to the extent permitted by law, you agree to indemnify and hold harmless us, our related bodies corporate and officers, employees and affiliates to the fullest extent permitted by law regarding all matters related to your use of or reliance on the Service and Content.

3.8 No warranty for accuracy of Content

We have not reviewed or verified any of the Content on the Service. We do not warrant, and you acknowledge that we are not responsible or liable in any way for any Content (including the accuracy, reliability, reliance on, use of or completeness of such Content) that is featured or published on, used by, forms part of, is stored on, accessible to, sourced by, generated or produced by the Service. You hereby waive any legal or equitable rights or remedies you have or may have against us, our related bodies corporate and our Associates with respect to any Content and, to the extent permitted by law, you agree to indemnify and hold harmless us, our related bodies corporate and our Associates to the fullest extent permitted by law regarding all matters related to your use of or reliance on the Content.

3.9 No reliance on Content

You acknowledge and agree that all Content is made available to you purely for general informational and training purposes only and on an "as is" basis. It is not intended as advice (including health, dental or medical advice) and must not be relied upon as such. You should not rely on the

Content as truth or factual information and you should not use the Content as a substitute for professional health advice or assessment.

3.10 *Third Party Sites*

The Service may contain links to third party sites. We have not reviewed these websites and cannot vouch for the content on their pages. We are not responsible for the condition or content of those sites. You access those sites solely at your own risk. The links are provided solely for your convenience and do not indicate, expressly or impliedly, an endorsement, sponsorship or approval by us of the sites or the content of such sites.

3.11 *DIY Content*

You may create and publish DIY Content through the DIY functionality that may be provided by the Service from time to time. When using the DIY Content function provided by the Service, you must comply with any terms of use stated in the Service or otherwise notified to you in writing from time to time. We reserve the right to suspend or terminate the availability and operation of any DIY functionality on the Service in our absolute discretion from time to time. You are responsible for all DIY Content.

4. **FEES**

4.1 *Consideration and Fee*

In consideration of us granting the licence in clause 2.1 (*Our Licence to You*) to you, and the obligations set out in these Terms, you will pay the Fee to us:

- (a) monthly in arrears; or
- (b) yearly in advance, if agreed in writing by both parties

in accordance with this clause 4 (*Fees*).

4.2 *All payments in local currency*

All payments by You to us must be made in the local currency of the country in which you are receiving the Service. Payment will be made using the Stripe payment platform (or any other platform nominated by us from time to time) in accordance with the directions provided by us from time to time.

4.3 *Changes in Fees*

We may vary the Fees from time to time by notice in writing to you through the Service, by email or by any other means. Any such changes to the Fees will be posted on the Site. By continuing to use the Service after the effective date of such variation, you agree to be bound by the new Fee.

4.4 *Set-off*

We may set-off against, or deduct from any payment to you under these Terms any amount which you may be liable to pay to us from time to time.

4.5 *Effect of non-payment*

Without prejudice to any other rights or remedies we may have, if your payment is not successfully processed on the date we attempt to take payment from you in accordance with this clause, then we may immediately suspend access to the Service and interest at a rate equal to the Reserve Bank of Australia's cash rate target plus 5% will accrue on a daily basis until payment is made in full. In addition, You must reimburse us any debt recovery costs incurred by us.

4.6 *Refunds*

Once a Fee is paid, it is not refundable.

4.7 *Fees exclude GST and sales tax*

Unless specified otherwise, the Fee does not include GST or any other applicable sales tax. GST or sales tax (as applicable) will be added to the Fee.

5. **INTELLECTUAL PROPERTY**

5.1 *Intellectual property owned by us*

You acknowledge that (a) the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including copyright, and (b) we and/or third parties own all right, title and interest in and to the Service and software provided through or in conjunction with the Service, including without limitation all Intellectual Property Rights contained in the Service and such software. "**Intellectual Property Rights**" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of Channel D, now or in the future in force and effect worldwide.

5.2 *Your responsibilities regarding intellectual property*

You agree that you will not, and will not allow any third party to, (i) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality contained in the Service, (ii) use the Service to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (iii) remove, obscure, or alter our or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Service. Any reproduction or redistribution of any part of the Service is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

5.3 *Licence of the DIY Content*

You hereby grant to us, and we accept, a non-exclusive, worldwide, non-transferable licence to use and develop, and sub-license the use and development of, any DIY Content in connection with the:

- (a) exercise, exploitation and full enjoyment of your ownership rights in the DIY Content (if any); and
- (b) otherwise in connection with our business.

6. **SUSPENSION AND TERMINATION OF USER ACCOUNTS**

6.1 *Our reserved rights to determine access*

We reserve the right, in our discretion (acting reasonably) to decide whether user activity or behaviour within the Service violates these Terms.

6.2 *Suspension or termination of your access or account*

We may at any time, without prior notice suspend or terminate your access and/or use of all or any part of the Service, and we may suspend or terminate your user account, if, in our sole discretion (acting reasonably), we believe that:

- (a) we are unable to process payment of the Fee on the due date;
- (b) you or any of your Associates have breached these Terms in any way;
- (c) your, or your Associates' access or use of any part of the Service may be directly or indirectly harmful to others or may otherwise violate any laws or regulations;

(d) you or any of your Associates make, or attempt to make, any arrangement for the benefit of creditors, or a voluntary or involuntary bankruptcy, insolvency or assignment for the benefit of creditors, or are the subject of any resolution or petition for winding up or judicial management (other than for the purpose of solvent amalgamation or reconstruction), or in the event any action or proceeding is instituted relating to any of the foregoing and the same is not dismissed within thirty (30) days after such institution, or if you go into liquidation or have a receiver administrator or a manager appointed over the whole or any part of your property or undertaking;

(e) we cease to operate the Service, or

(f) for any other reason.

In addition, if we deem it appropriate, we may also report your activity or behaviour to the relevant authorities.

6.3 What happens if we suspend or terminate your access

If we suspend or terminate your access or use of the Service, or your user account, you are prohibited from continuing to access and use any part of the Service regardless of whether you are able to continue to do so. In addition you are not permitted to create, and you must not create, any other accounts for access to the Service. Except as otherwise provided herein, termination for any reason shall not relieve or discharge either party from any duty, obligation or liability which was accrued as at the date of termination.

7. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

7.1 No liability

To the full extent permitted by law, we, our related bodies corporate and Associates expressly disclaim any and all liability in connection with:

- (a) any events or activities that you attend that are listed or otherwise made known to you through the Service;
- (b) use of or reliance on the Service or Content;
- (c) personal injury or property damage, of any nature whatsoever;
- (d) any unauthorised access to or use of our servers and/or any personal information stored therein;
- (e) any alteration, amendment, interruption, rescheduling, modification or cessation of all or any part of the Service;
- (f) all Content and any other information contained in any part of the Service and the removal or suspension of any Content or any other information;
- (g) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Service;
- (h) any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Service;
- (i) your inability to use, access or broadcast the Service due to any failure, technical difficulty or connection issue relating to or in connection with any equipment required or used by you to access Channel D or broadcast or use the Service; and
- (j) any direct, indirect, incidental or punitive damages, including loss of profits, goodwill or

intangible losses, loss of data, interruption of business or damage (including consequential, special or incidental damage),

in each case, arising from access to or use of any part of the Service whether or not caused by any negligent act or omission or resulting from any delay in removing or failure to remove Content from the Service after receiving a request for removal even if we knew or should have known of the possibility of such loss or damage and whether damages are claimed in contract, tort (including negligence) or statute.

7.2 No representations or warranties

To the full extent permitted by law, we and our Associates exclude all representations and warranties (in each case, whether express or implied) in respect of the completeness, accuracy, reliability, suitability or availability with respect to the Service, the Content, the content of any sites linked to any part of the Service, or the information contained on any part of the Service for any purpose. Any reliance you place on any such content or information is strictly at your own risk.

7.3 Indemnity

You indemnify and hold us and our Associates harmless in respect of any and all claims, loss or damage of any kind whatsoever (including legal costs and disbursements on a full indemnity basis), arising directly or indirectly out of or in any way connected to any: (a) act or thing done by us in good faith and purportedly pursuant to a right granted to us under these Terms; (b) breach by you or any of your Associates of any provision of these Terms; (c) any willful, unlawful or negligent act or omission by you; (d) use of the Service by you or any of your Associates; (e) any act or omission or information regarding any activity or event you attend as a result of using the Service; (f) your and your Associates' reliance on or use of any Content or any aspect of the Service; (g) any DIY Content, including our use, reproduction, adaptation or publication of any DIY Content on the Service; or (h) any actual or alleged infringement of any intellectual property rights in relation to any DIY Content.

This indemnity survives the termination of these Terms.

7.4 Our Indemnity

- (a) Subject to clauses 7.4(b) and 7.8, we indemnify and hold you and your Associates harmless in respect of any and all claims, loss or damage of any kind whatsoever (including legal costs and disbursements on a full indemnity basis), arising directly out of or in any way connected to any willful, unlawful or negligent act or omission by Us or any of our Associates.
- (b) To the maximum extent permitted by law, our liability to you under these Terms is limited to the value of the Fees paid for the Service in the six months preceding the loss, damage, breach or event giving rise to the claim or liability.

7.5 Terms subject to law

These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If any law prohibits the exclusion of such warranties, conditions or obligations, we limit our liability to the extent permitted by law, to the re-supply of the Service.

7.6 No limitation on your statutory rights

We make no express warranties or representations other than set out in this clause 7. Nothing in these Terms excludes, restricts or modifies any terms, conditions or warranties that are imposed or implied by any statute, including the *Competition and Consumer Act 2010* (Cth).

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Limitations and exclusions are made only to the extent that we may legally do so.

7.7 *Consumer guarantees*

You may have the benefit of consumer guarantees under the ACL, and in such cases clauses (a) through to (c) following apply: (a) our goods come with guarantees that cannot be excluded under the ACL; (b) You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure; and (c) the benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded and where this clause is inconsistent with any other provision of these Terms, this clause will prevail. Our liability to you is limited to the options set out in this clause 7.

7.8 *No liability for Consequential Loss*

To the maximum extent permitted by law, neither party will be liable to the other under these Terms in respect of or in relation to any Consequential Loss, whether arising under statute, contract, negligence, in equity or otherwise.

8. **CONFIDENTIALITY**

8.1 *Rates, promotions and discounts are confidential*

For clarity, the rates, promotions and discounts provided by us from time to time on or through the Service are Confidential Information and must be kept secret in accordance with this clause. The parties agree that this is an essential term of these Terms and any breach of this clause by you will give us the right to terminate these Terms pursuant to clause 6.2 (*Suspension or termination of your access or account*).

8.2 *Treatment of Confidential Information on termination*

Following the expiry or termination of these Terms, or upon our request, you must return or destroy (at our option) all documents and other materials in any form in the possession, power or control of you or your Associates, which contain or refer to any Confidential Information.

9. **GENERAL**

9.1 *No assignment by you*

Neither party will assign, sublicense or otherwise deal in any other way with any rights or obligations under these Terms whether in whole or in part without the prior written consent of the other party (which must not be unreasonably withheld). Any unauthorised assignment, sublicense or other dealing shall be null and void.

9.2 *No Waiver*

If a party does not act in relation to a breach by the other party of these Terms, that party does not waive our right to act with respect to that or subsequent or similar breaches.

9.3 *Entire Agreement*

These Terms shall constitute the entire agreement between you and us concerning the Service.

9.4 *Disputes*

Prior to resorting to any external dispute resolution process, the parties must use reasonable endeavours to use mediation and negotiation to resolve any dispute arising out of or relating to these Terms.

9.5 *Severability*

If any provision of these Terms is held by a competent authority to be invalid or unenforceable or otherwise becomes illegal, in whole or in part, it is to be read down or severed to the extent necessary and the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected.

9.6 *Survival*

Clauses 5 (*Intellectual Property*), 7 (*Exclusion of Warranties and Limitation of Liability*) and 8 (*Confidentiality*), together with any other clauses which contemplate that a party has any rights or obligations after these Terms expire or terminate, survive the expiry or termination of these Terms.

9.7 *Governing Law*

These Terms are governed by and shall be construed in accordance with the laws of New South Wales, Australia. Any dispute arising in respect of these Terms shall be subject to the exclusive jurisdiction of the courts of New South Wales and the courts of appeal therefrom.