

Channel:D

Client Agreement

This Agreement governs the terms and conditions under which **Channel D** ("**Provider**") provides services to another individual or company ("**Subscriber**"). The first part of the Agreement is the Agreement Summary, followed by the Legal Terms and Conditions on which the Provider provides service to consumers.

In these terms and conditions the words, "Channel D", "Company", "we", "our" and "us" refer to Channel D Pty Ltd (ACN 603 162 741) trading as Channel D, and includes its directors, employees and agents; and "the Subscriber", "you" or "your" means the person, company or organisation who accepts these terms and conditions.

By clicking on the "I accept the terms and conditions of the Agreement" button you are indicating your acceptance of this Agreement and you accept the Agreement Summary (including the Services listed below) and Channel D's attached terms and conditions and agree to your obligations under this Agreement.

AGREEMENT SUMMARY

OUR DETAILS

Name: Channel D
ACN: 603 162 741
Address: 84 Narelle Lane, Towrang NSW, 2580. Australia
Email: info@channel:d.com

THE SERVICES

1	Description of Services	Subscription to Channel D – a video subscription service, where Channel D will provide content for a Subscriber to choose from and display.
2	Deliverables	Upon acceptance of this Agreement, Subscribers will have online access to the Channel D content subject to the terms of this Agreement. Subscribers are responsible for providing their own hardware to display the Channel D content.
3	Location(s)	The Channel D content will be available online via the Channel D app. Each practice receives one login per practice. Multiple concurrent logins are available per practice. Under no circumstances can a login be shared outside the subscriber's single practice.

4	Commencement Date	Upon subscription.
5	Charges	<p>The fees are listed on the Channel D website.</p> <p>A Monthly Fee, paid in arrears, commence on subscription.</p> <p>The Subscriber may opt out of the service, and of payment of the monthly fee, at any time by providing written notice.</p> <p>Channel D can change fees at its discretion; however, Subscribers will be given a minimum of 30 notice and will have the option of unsubscribing at any time.</p>
6	Method of Payment	<p>Direct debit of credit card via Channel D's online payment gateway.</p> <p>The Subscriber will be automatically debited and issued with a monthly tax receipt which is available on the Subscriber's online account.</p>
7	Term	<p>The Subscriber or Channel D can cancel the subscription at any time for any reason by written notice.</p> <p>Since the monthly payments are paid in arrears, the Subscriber must pay for the unpaid portion of the delivered service if requested.</p>
8	Indemnity	<p>The Subscriber agrees and acknowledges that:</p> <ul style="list-style-type: none"> Channel D is merely creating content for the Subscriber, and the Subscriber is in its absolute discretion choosing to convey this content to the public It is their sole responsibility to ensure that the content displayed on their screens is appropriate in the circumstances, and does not infringe any third party rights, laws, regulations or relevant industry codes (including dental industry codes of conduct) in the territory in which the content is displayed and published; Channel D will not have any liability or responsibility for any loss or damage suffered by the Subscriber due to infringing third party rights, laws, regulations or relevant industry codes; It is responsible for any claims arising out of the use of content produced by Channel D for their dental practice/s and it will indemnify Channel D from and against any and all claims in relation to the content produced by Channel D for their dental practice/s; and Channel D is not responsible for supplying or servicing the Subscriber's display screen or media player

9	Miscellaneous	<ul style="list-style-type: none"> <li data-bbox="691 107 1350 286"> Under no circumstances may the Subscriber record the videos or copy or reproduce any of the Channel D videos or content or display the content in any other locations including the web and Internet without the approval of Channel D, which may be given or withheld in its absolute discretion. <li data-bbox="691 338 1350 495"> Channel D retains ownership of all the Channel D videos and content created, including intellectual property and intellectual property rights created in delivering this Service, and Channel D may use template and non-identifying content produced for a Subscriber for future projects and other Subscribers
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LEGAL TERMS AND CONDITIONS

The Provider provides services to consumers on the following terms and conditions.

1. The Services

- 1.1. We will perform the Services and produce any Deliverables in return for payment of the Charges.
- 1.2. All Deliverables will be produced based on the information and explanations supplied by you. All information that we provide is supplied in good faith, but we do not warrant or guarantee the accuracy or completeness of any information provided by us or any third party. It is not within the scope of our obligations to enquire as to, or to verify, the accuracy or completeness of information that we receive from you or any third parties.
- 1.3. We shall not be obliged to provide any Services or produce any Deliverables under this Agreement, which are not described in the Agreement Summary.
- 1.4. We shall only be obliged to provide the Services at the Location(s), unless otherwise agreed in writing.
- 1.5. We shall use our reasonable endeavours to provide the Services in accordance with the Agreement Summary.
- 1.6. We shall use reasonable endeavours to ensure that the Services and/or the Deliverables are supplied promptly or (if applicable) by the Delivery Date or such other dates as agreed by the parties having regard to the availability of Consultants or other personnel, but any delivery dates or times quoted for delivery, commencement or completion of any part of the Services or the Deliverables will be estimates only and time will not be of the essence.
- 1.7. We shall not be obliged to create specific content that is requested by you.
- 1.8. Any concepts or content that you request or suggest may be used by us and produced for other clients of ours at our discretion.

2. Charges and Payment

- 2.1. You shall pay the Charges to us for the Services supplied in accordance with the Agreement Summary.
- 2.2. We may, from time to time and with notice, change the Charges.
- 2.3. If payment of the Charges is not received by any due date, we will be entitled (without prejudice to any other right or remedy) to:
 - (a) withhold provision of the Services or delivery of any Deliverables until payment is received in full and in cleared funds; and/or
 - (b) require that you make advance payments of the Charges or other amounts due in full or in part prior to the supply or delivery of the Services or Deliverables; and/or

- (c) terminate this Agreement pursuant to Clause 8.
- 2.4. You shall make all payments without tax deduction unless a tax deduction is required by law. If you are required to make a tax deduction by law, the payment due from you to us shall be increased to an amount which (after making the tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.
- 2.5. You shall indemnify us for any loss, liability or cost that we directly or indirectly suffer in relation to any tax other than tax levied unless that loss, liability or cost is compensated by an increased payment under Clause.

3. Your obligations

- 3.1. You shall comply with your obligations under this Agreement.
- 3.2. You acknowledge and agree that for us to be able to provide Services without interruption at your cost, you will ensure that your staff, consultants and contractors:
 - (a) co-operate with and assist us in the performance of the Services;
 - (b) promptly provide us with full and accurate information, data and explanations as and when required;
- 3.3. You shall procure all necessary rights from third parties, which are from time to time required in order for us to be able to provide the Services.
- 3.4. It is your obligation to ensure that the Agreement Summary, invoice or any other written notification we send to you confirming the terms of this Agreement, correctly states the information set out in them and if that information changes during the period of this Agreement, you may write to us to request a change to them.

4. Warranties

- 4.1. We will use reasonable care and skill in performing the Services.
- 4.2. We will investigate any problem or error in any Deliverables, provided you notify us in writing within seven (7) days following delivery of the Deliverables, giving us all necessary information to be able to investigate the problem, breach or error and limit our liability to the right to re-submit the Deliverables or re-perform the Service.
- 4.3. You agree to use your reasonable endeavours to ensure that the information and explanations you supply are full and accurate and notify us in writing if there is any change to the information or explanations supplied.
- 4.4. Except as provided in this Agreement no further warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services provided hereunder is given or assumed by us other than as required at law.
- 4.5. Except as set out in this Clause, we give no further warranties. All implied warranties are hereby excluded.

5. Liability and Exclusions

- 5.1. Our liability for the loss or damage to your tangible property, arising out of or in connection with our provision of the Services or Deliverables, shall be limited in accordance with Clause 5.2 of this Agreement.
- 5.2. Our total liability for direct losses or damage in contract, tort, misrepresentation or otherwise arising out of or in connection with this Agreement, or the performance of our obligations under this Agreement or the provision of the Services, Deliverables or any other material for any one event or a series of related events shall be limited to the total Charges paid (excluding sales tax and expenses) by you to us for the Services or Deliverables (as applicable) in the twelve (12) months immediately prior to the event(s) complained of. We are not responsible for the performance of any hardware, such as the screens or media players

that you have purchased to display the Channel D services.

- 5.3. In no event shall either party be liable to the other for loss of profits, goodwill, business or anticipated savings or for any indirect or consequential loss or damage of whatsoever nature, however caused.
- 5.4. The parties acknowledge that the limitations of liability contained in this Clause are a fair and reasonable allocation of the commercial risk between the parties. The provisions of this Clause 5 will continue to apply after termination or expiry of this Agreement.

6. Confidentiality

- 6.1. Both parties agree not to use or disclose confidential information relating to or owned by the other, received or disclosed to it by the other party during the term of this Agreement, save for use or disclosure required in order to perform their respective obligations under this Agreement. Disclosure shall be limited to such of the receiving party's employees, officers, agents or contractors directly involved in performing the receiving party's obligations.
- 6.2. The parties agree that information is not to be regarded as confidential and that the receiving party will have no obligation regarding confidentiality where that information is already in the public domain or enters the public domain through no fault of the receiving party, or is received from a third party without any obligations of confidentiality, or is used or disclosed with the prior written consent of the owner of that information, or is disclosed in compliance with a legal requirement, or is independently developed by the receiving party.
- 6.3. Any confidential information will be returned or destroyed by the receiving party at the prior written request of the owner.
- 6.4. We will be allowed to refer to you in any publicity both during and after performance of the Services subject to your approval.
- 6.5. In the event that the parties execute a separate confidentiality agreement, the terms of that agreement shall prevail.

7. Term and Termination

- 7.1. The Services will commence on the Commencement Date and will continue in force for the term specified in the Agreement Summary subject to any extension or any earlier termination in accordance with this Clause 8.
- 7.2. For the avoidance of doubt, we may terminate this Agreement (or at our discretion, the supply to you of the Services or the Deliverables) immediately if you fail to pay our invoices and such sum remains unpaid for fourteen (14) days after notice has been given to you that such sum has not been paid.
- 7.3. On termination of this Agreement for whatever reason, we will be entitled to payment for all Charges properly incurred to the date of termination plus the Charges incurred during the notice period.

8. Intellectual Property

- 8.1. You recognise and acknowledge that all Intellectual Property Rights created out of performance of this Agreement immediately and automatically vests with us, and you will take all such steps as practicable to ensure that the Intellectual Property Rights will vest in and remain vested in us.
- 8.2. We grant you a non-exclusive, non-transferable, revocable, license to use the Intellectual Property Rights owned by us, which have been provided to you for exclusive use in your business.

9. Situations or events outside our reasonable control

There are certain situations or events which occur which are not within our reasonable control. Where one of these occurs, we will notify you of such and attempt to recommence performing the Services as soon as the situation, which has stopped us performing the Services, has been resolved. In such circumstances, there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

10. Notices

- 10.1. Any notice required to be given pursuant to this Agreement shall unless otherwise stated in it, be in writing (includes email communications), sent to the other party marked for the attention of the person at the address specified in this Agreement (or to such other address as either party may from time to time notify to the other in writing in accordance with this clause).
- 10.2. A correctly addressed notice sent by post shall be deemed to have been delivered 72 hours after posting, correctly addressed emails shall be deemed to have been delivered 24 hours after sending.

11. Dispute Resolution

- 11.1. If a dispute arises under or in connection with this Agreement, before resorting to external dispute resolution mechanisms (including court proceedings), the parties must attempt to resolve by negotiation any dispute in relation to this Agreement by referring the matter to a mediator for mediation.

A mediator must be appointed by the parties, or failing agreement within (15) business days of the dispute first arising, appointed by the President for the time being of the Law Institute of New South Wales, or his or her nominee, and whose costs must be paid equally by the parties.

- 11.2. If the dispute is not settled by the parties within (15) business days of a mediator being appointed, the dispute may be submitted to some alternative dispute resolution mechanisms as may be agreed in writing between the parties.
- 11.3. Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.
- 11.4. This clause 13 survives the expiry or termination of this Agreement.

12. Indemnity

- 12.1. You agree to indemnify us for any claim that arises out of the display of our Services.
- 12.2. Clause 14.1 includes indemnifying us for any claim that arises out of a breach of any policies or legislation relating to the Services or this Agreement.
- 12.3. You agree to seek independent advice as to the use of our Services in order to insure against any claims arising out of the use of our Services.

13. General

- 13.1. Variations to this Agreement will only be effective if in writing and signed by authorised representatives of both parties.
- 13.2. We may assign, sub-contract, or otherwise transfer any or all of our rights and/or obligations under this Agreement. You may only assign, subcontract, or otherwise transfer any or all of your rights and/or obligations with our prior written consent, which can be refused at our absolute discretion.
- 13.3. If either party chooses to waive or ignore a breach of the Agreement, then this will not prevent that party from taking action in respect of the same type breach at a future date.
- 13.4. This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither we nor you will have, nor

represent that it has, any authority to make any commitments of this kind on the other party's behalf

- 13.5. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
- 13.6. This Agreement shall be governed by, and construed in accordance with, the laws from time to time in force in New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 13.7. This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one instrument
- 13.8. This Agreement and any document expressly incorporated in it contains the whole agreement between us and you in respect of the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such services. The parties confirm that they have not relied on any representation that is not expressly incorporated into this Agreement.

14. Definitions and Interpretation

In this Agreement the following expressions shall have the following meanings, unless otherwise stated:

'**Agreement**' means these terms and conditions as may be amended by us from time to time including the Agreement Summary and any other documents expressly incorporated;

'**Charges**' means the charges set out in Clause 3, calculated at the rates set out in the Agreement Summary or as published by us from time to time inclusive of any Minimum Commitment set out in the Agreement Summary;

'**Commencement Date**' means the date specified in the Agreement Summary and if there is no date specified, the date that the last of the two parties signs this Agreement.

'**Consultants**' means the employees, subcontractors and consultants, which we use to perform the Services;

'**Deliverables**' means the Deliverables, if any, specified in the Agreement Summary;

'**Delivery Date**' means the estimated delivery date(s) specified in the Agreement Summary;

'**Intellectual Property Rights**' means all present and future intellectual and industrial property rights of whatever nature (whether or not registered or registrable) including but not limited to all technical information, know-how, copyright, trademarks, designs, patents, domain names, business names, logos, drawings, trade secrets, the right to have confidential information kept confidential or other proprietary rights, or any rights to registration of such rights, whether created, written developed or brought to existence by us or you in the provision of the Services.

'**Location(s)**' means the location(s) where the Services are to be provided as set out in the Agreement Summary;

'**Minimum Commitment**' means the minimum Charges due under this Agreement, as set out in the Agreement Summary'

'**Services**' means any services we provide pursuant to this Agreement, as set out in the Agreement Summary;

'**Term**' means the Term specified in the Agreement Summary

Channel D Privacy Policy

We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

Information Collection and Use

While using our Site, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to your name ("Personal Information").

Log Data

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data").

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this data.

Communications

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information.

Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

Security

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

Changes to This Privacy Policy

This Privacy Policy will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after

we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

Contact Us

If you have any questions about this Privacy Policy, please contact us.
support@channeld.com