CHANNEL D PTY LTD

Terms and Conditions of Service

Covering: Channel D and eSpeak

These Terms and Conditions ("Terms") govern your use of the services provided by Channel D Pty Ltd ACN 603 162 741 ("Channel D", "we", "us", "our"), a company incorporated in New South Wales, Australia. Our services include the Channel D dental waiting room video platform ("Channel D Service") and the eSpeak communications training platform ("eSpeak Service"), collectively referred to as the "Services".

By subscribing to or using any of our Services, you ("Client", "you") agree to be bound by these Terms. If you are accepting these Terms on behalf of a practice or organisation, you warrant that you have authority to bind that entity.

These Terms were last updated on April 24, 2026.

1. Definitions

In these Terms, unless the context requires otherwise:

- "Channel D Service" means the dental waiting room video subscription platform provided by us.
- "eSpeak Service" means the communications training platform, including the eSpeak phone application, made available to dental practices and their team members.
- "Client" means the dental practice or entity that has subscribed to one or more of the Services.
- "User" means any individual team member of the Client who has been granted access to the eSpeak Service under a Client subscription.
- "KPIs" means the key performance indicators that Clients are required to upload to our system each month as part of the eSpeak Service, as described in clause 5.1.
- "KPI Notice Date" means the 7th day of the calendar month immediately following the month to which the KPIs relate (for example, 7 July for June KPIs). If we have not received the required KPIs by the KPI Notice Date, we will issue a written notice to the Client.
- "KPI Hard Deadline" means the last calendar day of the same month as the KPI Notice Date (for example, 31 July for June KPIs). If the required KPIs have not been received by the KPI Hard Deadline, the standard undiscounted fee will apply for the immediately following billing month, regardless of whether the outstanding KPIs are subsequently submitted.
- "Ranking" means the performance score, grade, or ranking assigned to a practice or User based on KPI data and other eSpeak metrics.
- "Client Content" means any videos, images, photographs, or other materials uploaded by the Client to the Services.
- "Subscription Fee" means the applicable fee payable by the Client for the relevant Service as set out in clause 3.
- "Written Consent" means consent given in writing, including by email, by a signed instrument, or by use of a consent function within our platform, as applicable.

2. The Services

2.1 Channel D Service

The Channel D Service provides dental practices with access to a library of professionally produced videos for display in dental waiting rooms. Clients may:

- Select any number of videos from our content library;
- Upload their own video content for display; and
- Upload photographs of their team, which we will integrate into applicable videos designed to feature team members. We may adjust or enhance the technical quality of uploaded images for this purpose.

The Channel D Service is available on a subscription basis. There is no minimum subscription period. Clients may cancel at any time in accordance with clause 4.

2.2 eSpeak Service

The eSpeak Service is a communications training system for dental team members. It is delivered through the eSpeak phone application and associated platform. The Service provides training content, progress tracking, performance assessment, engagement tracking, and ranking.

Subscriptions to the eSpeak Service are on a per-User basis. Each User must have their own login and account on the eSpeak platform.

Clients are required to upload KPI data to our system each month. This data is used to adjust training content to reflect each practice's progress and to validate the relationship between team training and practice outcomes. The KPIs we collect do not include any patient-identifying information.

3. Fees and Payment

3.1 Channel D Fees

The Channel D Service is charged on a per-practice basis. The applicable fee will be confirmed at the time of subscription. Clients may subscribe on a monthly or annual basis. An annual subscription is available at a discounted rate compared to monthly billing. There are no additional fees payable under the Channel D Service.

3.2 eSpeak Fees

The eSpeak Service is charged on a per-User monthly basis. The standard fee is AUD $60 per User per month.

Clients who upload their required KPI data for a given month by the KPI Hard Deadline receive a compliance recognition discount of AUD $20 per User, reducing the fee to AUD $40 per User per month for the immediately following billing month.

The process works as follows:

If KPIs for a given month (e.g. June) are not received by the KPI Notice Date (e.g. 7 July), we will send a written notice to the Client.

- If the Client submits the outstanding KPIs before the KPI Hard Deadline (e.g. 31 July), the compliance recognition discount applies and the following month's bill (e.g. August) will be at AUD $40 per User.
- If the KPI Hard Deadline passes without the required KPIs being received, the standard undiscounted fee of AUD $60 per User will apply to the immediately following billing month (e.g. August). This applies regardless of whether the outstanding KPIs are submitted after the KPI Hard Deadline.
- The following month returns to the discounted rate of AUD $40 per User provided that month's KPIs are received on time.

Consistent and timely KPI submission allows us to adjust each practice's training content to reflect their progress and validate the relationship between team training and practice outcomes. The compliance recognition discount reflects our appreciation of clients who support this process.

3.3 Payment Terms

Fees are payable in advance. Monthly subscribers are billed monthly. Annual subscribers are billed annually at the commencement of each subscription year.

We reserve the right to vary our fees on not less than 30 days' prior written notice to the Client. A variation to fees constitutes a material change for the purposes of clause 12.2. Continued use of the Services after the 30-day notice period constitutes acceptance of the varied fees. If you do not accept the varied fees, you may cancel your subscription in accordance with clause 4.1 before the variation takes effect, without penalty.

3.4 Cancellation Refunds — Annual Subscriptions

All fees for monthly subscriptions are non-refundable. If a Client on a monthly plan cancels, no partial-month refund will be issued.

Clients on an annual subscription may cancel at any time in accordance with clause 4.1. Upon cancellation by the Client, a prorated refund will be calculated as follows:

- The number of full calendar months remaining in the annual term after the cancellation date will be identified.
- A refund will be issued for those remaining full months, calculated at the rate actually paid by the Client in the months preceding cancellation.
- An administration fee of AUD $50 will be deducted from the refund amount.
- No refund will be issued for any partial month or for any month already billed.

For the avoidance of doubt, this refund entitlement applies only where the Client voluntarily cancels their subscription under clause 4.1. Where we terminate a subscription under clause 4.2, no refund is payable for any unused period, including any prepaid annual fees.

4. Cancellation and Termination

4.1 Cancellation by the Client

Clients may cancel their subscription to either Service at any time by providing written notice to us. For monthly subscriptions, cancellation takes effect at the end of the current billing period. For annual subscriptions, access continues until the end of the current billing month and any eligible refund will be calculated in accordance with clause 3.4.

4.2 Termination by Us

We may suspend or terminate a Client's access to the Services if:

- The Client is in material breach of these Terms and has not remedied the breach within 14 days of written notice from us;
- The Client fails to pay any amount due and has not paid within 14 days of a written payment reminder; or
- We are required to do so by law or by order of a regulatory authority.

4.3 Effect of Termination or Cancellation

On termination or cancellation of a subscription:

- All access to the relevant Services will cease on the effective date of termination or cancellation;
- Where cancellation is by the Client under clause 4.1, monthly subscribers receive no refund and annual subscribers receive the refund described in clause 3.4;
- Where termination is by us under clause 4.2, no refund is payable for any unused period, including any prepaid annual fees; and
- We will retain Client and User data in accordance with our Privacy Notice.

5. KPI Data, Engagement and Rankings

5.1 KPI Data

As a requirement of the eSpeak Service, Clients are required to upload the following KPI data each month. KPIs should be submitted by the KPI Notice Date to avoid a notice being issued. The compliance recognition discount applies where KPIs are received by the KPI Hard Deadline:

- Hourly production per clinician (expressed in dollar terms);
- Re-appointment rates; and
- Volume of specified procedures per month (for example, ceramic restorations and aligner treatments).

KPI data does not include any patient-identifying information. We do not collect, request, or store patient names, contact details, health records, or any other patient personal information.

We will not disclose any practice-specific KPI data or metrics to any other client or third party without the express Written Consent of that practice. We reserve the right to use aggregated or fully anonymised data for benchmarking, product development, and marketing purposes.

5.2 Practice Rankings

Based on KPI data and overall performance, we assign Rankings to practices and individual Users on a six-monthly basis. Practices and Users receive certificates reflecting their Rankings.

Practice Rankings may be used by the Client in connection with the sale or valuation of the practice. We will only disclose a practice's specific Ranking or underlying metrics to a third party (such as a prospective purchaser) with the express Written Consent of the Client.

We publish anonymised aggregate rankings and benchmark data on our platform and in our marketing materials. Individual practices cannot be identified from this published data.

The issuance of certificates — whether for performance Rankings or engagement as described in clause 5.3 — is contingent on the Client's consistent and timely submission of monthly KPIs. No certificates will be issued for any period in which required KPIs were not submitted.

5.3 Engagement Tracking and Engagement Certificates

In addition to performance Rankings, we issue certificates to team members based on their level of engagement with the eSpeak Service. We track User engagement metrics including:

- Minutes spent engaging with online training content (tracked automatically by our system); and
- Minutes attended in offline or group training sessions (recorded by manual log entry by the Client).

Clients are responsible for entering accurate offline and group training logs into the system on behalf of their team. Manual training logs must record: the identity of the individual who conducted the training; a list of all team members present; and the precise start and end times of the training session.

We are not responsible for any missed credit, reduced Rankings, or certificates not issued where the cause is a failure by the Client to submit accurate and timely manual training logs. It is the Client's responsibility to ensure that all offline training activity is recorded promptly and accurately.

5.4 User Rankings

Each User's personal Ranking and certificates are portable. Users may retain and present their Ranking to prospective employers or for other professional purposes.

A User may not disclose which practice their Ranking relates to without the Written Consent of that practice. Where a User wishes to contextualise their Ranking by reference to a specific practice, they must first obtain that practice's Written Consent. Written Consent may be given by email, signed document, or use of the consent function within our platform.

5.5 User Accounts on Departure

A User's subscription seat is held by the subscribing practice. If a User leaves a practice, their eSpeak account will be suspended (not deleted) on the date of departure. The User's personal Ranking history and certificates are retained and remain accessible to the User.

A suspended account may be reactivated if the User is engaged by another subscribing practice or if the User personally subscribes. The practice retains no access to a departed User's personal performance data following the date of departure.

6. Client Content and Intellectual Property

6.1 Ownership of Client Content

The Client retains ownership of all Client Content uploaded to our platform. By uploading Client Content, you grant us a limited, non-exclusive, royalty-free licence to use, store, modify, and display that content solely for the purposes of providing the Services to you. This includes integrating team photographs into videos on your behalf and making technical adjustments to improve image quality. We will not use your Client Content for any other purpose, and we will not share it with any other client or third party.

6.2 Our Intellectual Property

All content, training materials, software, platform features, video content, and other materials forming part of the Services are and remain the intellectual property of Channel D Pty Ltd. Nothing in these Terms transfers any intellectual property rights to the Client. Clients and Users are granted a limited, non-exclusive, non-transferable licence to access and use the Services during their subscription period only.

6.3 Client Warranties

By uploading Client Content, you warrant that:

- You own or have the necessary rights to upload and use that content;
- The content does not infringe the intellectual property rights of any third party;
- You have obtained all necessary consents from individuals depicted in photographs or videos, including any consent required under applicable privacy or data protection laws in your jurisdiction; and
- The content does not contain anything that is unlawful, defamatory, or otherwise objectionable.

6.4 Indemnification

The Client agrees to indemnify, defend, and hold harmless Channel D Pty Ltd and its officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- The Client’s breach of the warranties in clause 6.3;
- Any claim by a third party that Client Content infringes their intellectual property rights or violates their privacy; or
- The Client’s breach of any applicable law in connection with its use of the Services.

7. Privacy

We are committed to protecting the privacy of our Clients and Users. Our Privacy Notice sets out how we collect, use, store, and disclose personal information in connection with the Services. The Privacy Notice forms part of these Terms and is available at [INSERT URL] and as a separate document.

By using our Services, you consent to the collection and use of information as described in the Privacy Notice.

8. Confidentiality

Each party agrees to keep confidential all information of the other party that is identified as confidential or that would reasonably be understood to be confidential, and not to disclose such information to any third party without prior Written Consent.

This clause does not apply to information that: (a) is or becomes publicly known through no breach of these Terms; (b) was already known to the receiving party at the time of disclosure; or (c) is required to be disclosed by law, court order, or regulatory authority, provided that the disclosing party gives the other party reasonable prior notice where permitted by law.

9. Liability and Warranties

9.1 Service Availability

We will use reasonable endeavours to ensure the Services are available. However, we do not warrant that the Services will be uninterrupted or error-free. We may take the Services offline for maintenance or upgrades and will provide reasonable notice where practicable.

9.2 Limitation of Liability

To the maximum extent permitted by applicable law, our total aggregate liability to you for all claims arising out of or in connection with these Terms or the Services is limited to the total fees paid by you in the 12 months immediately preceding the event giving rise to the claim.

We are not liable for any indirect, special, incidental, or consequential loss or damage, including loss of profit, revenue, business opportunity, data, or goodwill, even if we have been advised of the possibility of such loss.

9.3 Consumer Law

Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation. Where such rights apply, our liability is limited to the extent permitted by law.

10. Force Majeure

Neither party will be liable to the other for any delay or failure to perform its obligations under these Terms to the extent that such delay or failure is caused by circumstances beyond that party’s reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, civil unrest, government action, power or internet outages, or failures of third-party infrastructure providers (including cloud service providers).

The affected party must notify the other party as soon as practicable and take reasonable steps to minimise the impact of the force majeure event. If the force majeure event continues for more than 30 consecutive days, either party may terminate the relevant subscription on written notice without penalty. In such case, a prorated refund will be issued for any prepaid fees covering the period after the termination date.

11. Dispute Resolution

If a dispute arises between the parties in connection with these Terms or the Services, the parties agree to attempt to resolve the dispute by the following process before commencing any legal proceedings:

- The party raising the dispute must provide written notice to the other party describing the dispute in reasonable detail ("Dispute Notice").
- Within 14 days of receipt of a Dispute Notice, senior representatives of each party must meet (in person, by telephone, or by video conference) and attempt in good faith to resolve the dispute.
- If the dispute is not resolved within 30 days of the Dispute Notice (or such longer period as the parties agree in writing), either party may refer the dispute to mediation administered by the Australian Disputes Centre (or such other mediator as the parties agree), with costs shared equally.
- If mediation fails or is declined, either party may commence legal proceedings.

Nothing in this clause prevents either party from seeking urgent injunctive or other interim relief from a court where necessary.

12. General

12.1 Governing Law

These Terms are governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales. Clients located outside Australia acknowledge that Australian law governs this agreement and agree that any unresolved dispute will be subject to the jurisdiction of the courts of New South Wales.

12.2 Amendments

We may update these Terms from time to time. We will provide at least 30 days' prior written notice of any material change. A material change includes any change to: fees or fee structure; the data we collect or how we use it; termination or cancellation rights; or limitations on liability. Continued use of the Services after the 30-day notice period constitutes acceptance of the updated Terms. If you do not accept the updated Terms, you may cancel your subscription before the updated Terms take effect.

12.3 Entire Agreement

These Terms, together with our Privacy Notice and any order form or subscription confirmation issued by us, constitute the entire agreement between the parties in relation to the Services and supersede all prior agreements, representations, and understandings.

12.4 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

12.5 Waiver

A failure or delay by either party to exercise any right or remedy under these Terms does not constitute a waiver of that or any other right or remedy.

12.6 Contact

For questions about these Terms, please contact us at:

Channel D Pty Ltd

84 Narelle Lane, Greenwich Park NSW 2580 Australia

Email: info@channeld.com

Website: www.channeld.com