

SQUIDLY TERMS OF USE

Last updated: February 23, 2025

1. Website Terms of Use

This page sets out the terms of use of this website (Website Terms of Use). By using this website, you accept all of its terms (including these Website Terms of Use and the Privacy Policy). A reference in these Website Terms of Use to 'Squidly', 'we', 'us', 'our' means Squid Eye Pty Ltd and any related bodies corporate.

We reserve the right to update or amend these Website Terms of Use at any time. You should check this page from time to time to make sure you are aware of any changes.

This website includes publicly-accessible content, as well as functionality to register to access the Squidly service. These Website Terms of Use apply to this website generally, including the Squidly service, and any reference to this website includes the Squidly service. The Service Terms below also apply to the Squidly service. In the event of any inconsistency between these Website Terms of Use and the Service Terms, the Service Terms prevail.

1.1 Website Content

The content provided by us on this website is owned or controlled by us and is protected by copyright laws in Australia and overseas. You may only use the content for your own personal purposes, and may not otherwise use, copy, reproduce, modify, publish or transmit the content without our prior written consent.

We use reasonable endeavours to ensure that the information we include on this website is accurate and up-to-date, but we cannot guarantee the accuracy, currency or completeness of the information provided and we accept no responsibility for errors in the content at any time. We do not guarantee that use of our website will be uninterrupted or error-free, or that materials accessible on or through the website will be free from errors, viruses, worms or other harmful codes. To the extent permitted by law, and subject to the Service Terms and any statutory guarantee that cannot be excluded, all liability is excluded for any loss (including indirect loss), damages or injury resulting from your access to (or inability to access) or use of this website, or as a consequence of any content or information obtained from or through this website.

This website includes trademarks which are protected by law. You may not use our trademarks in Australia or internationally without our prior written consent, except to legitimately identify our products or services.

1.2 Third-Party Sites

This website may contain links or references to third party sites. We are not responsible or liable for the content of those sites and your access to and use of those sites is at your own

risk. Any links are provided for convenience only, and do not indicate any endorsement or recommendation by us.

1.3 Misuse of Website

You agree to only use this website in accordance with its terms and applicable laws. You may be held personally liable for any unlawful use of this website.

If you think any content on this website is inappropriate or unlawful or infringes your rights, please contact us at support@squidly.com.au.

1.4 Privacy

Any personal information collected by us through your use of this website will be collected, protected, used and shared in accordance with our Privacy Policy <https://www.policies.squidly.com.au/privacy-policy>.

1.5 Governing Law

The terms of this website, including Service Terms, will be governed by and construed in accordance with the laws in force in New South Wales, Australia, and you unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia. Although our websites may be accessed outside of Australia, we make no representation that the content complies with the laws of any other country. If you access this website from outside Australia, you are solely responsible for ensuring compliance with your local laws and for any reliance on our website content.

2. Squidly Service Terms

These Service Terms between you (if you are an individual) or your organisation (if you are representing an organisation) (customer; you) and Squid Eye Pty Ltd (Squidly; us) apply to your use (including use by your employees, contractors, agents) of the Squidly service. By registering to use the Squidly service, you acknowledge and agree that your representative is agreeing on your behalf to be bound by these Service Terms, the Website Terms of Use and the Privacy Policy.

Account Creation And Access

Squidly will strictly sell the Squidly Service through and with the approval of an adult user. If a user is under 18 years of age, he/she may not purchase any products or services through Squidly.

Guests that join a registered user in a video call don't have to register – they merely identify themselves to the registered user by name and image.

To register, before using and accessing the Squidly service, you will need to:

- a. provide any details requested such as details about your profession and business;
- b. provide your name and email address.

After the end of the trial period you must provide a current, valid, accepted method of payment (Payment Method) to continue using the Squidly service.

When you register and provide all of the required details, we will provide you with an account that you access using a username and password. The username is your email address. You must log in using your username and password to use the Squidly service.

You must maintain the confidentiality of your username and password. You are responsible for all activities that are conducted through your account whether or not you have authorised such use. Your account and your right to use the Squidly service are personal to you and you must not authorise others to use your account. It is a condition of use of the Squidly service that you ensure that your contact details are kept up-to-date and accurate. You can change or correct your information by logging-in to your profile.

You must contact us immediately if you believe someone has gained unauthorised access to your account.

You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account.

By registering and clicking "[SUBMIT]":

- a. where the customer is an individual, you agree to be bound to these Service Terms;
- b. where the customer is a corporation or other organisation:
 1. the customer acknowledges and agrees that its representative is agreeing on behalf of the corporation or other organisation to be bound by these Service Terms; and
 2. the customer warrants that the customer's representative has the authority to agree to these Service Terms on behalf of the customer.

You are permitted to use the Squidly service only for legal purposes, including to carry out a business that provides consultations to clients or patients.

You can request that your account be disabled in the Pricing and Plans section of your Squidly account or by contacting us at support@squidly.com.au.

2.1 Authorised Users

Authorised Users means you (if you are an individual), your officers, employees or contractors who have been expressly authorised by you to participate as authorised users of our service. You must ensure that when accessing the Squidly service, any Authorised User observes all of our security, administrative and other reasonable requirements and directions, and complies with these Service Terms as if it were a party to it.

2.2 Use Of The Service

You must (and must ensure that your Authorised Users) use the Squidly service in accordance with these Service Terms and all applicable laws. You must not (and must ensure that the Authorised Users do not):

- a. subject to the warranty provided by us below, use the service in a way which may infringe the rights of any third parties;
- b. interfere with or disrupt the integrity or performance of the service, or upload or permit any virus or malicious code to adversely affect the service or any associated equipment;
- c. reverse engineer, decompile or disassemble or otherwise attempt to derive the source code of the service or any part of it; or
- d. copy, reproduce, publish, exploit or use any part of the service for the purpose of resale, to offer or make available products or services similar to the service or for any purpose other than as expressly permitted under these Service Terms.

We warrant that to the best of our knowledge the Squidly service does not, and (when used by you as permitted under these Service Terms) will not, infringe any third party's rights (including Intellectual Property Rights) or breach any law.

2.3 Fees

At the end of the subscription period, your access to the Squidly service will automatically renew unless you cancel your subscription. The subscription fee will be charged to your Payment Method. Unless you cancel your account before your monthly or annual billing date, you authorize Squidly to charge the next month's or next year's subscription fee to your Payment Method.

The subscription fee for the Squidly service and any other charges you may incur in connection with your use of the Squidly service including taxes and any transaction fees, will be charged to your Payment Method on a monthly or annual basis on the calendar day corresponding to the date you registered to use the Squidly service. Your payment date may change in certain circumstances, for example if your payment was unsuccessful or delayed for any reason.

Squidly may use a third-party payment service provider to process payments due to Squidly and you may be required to agree to additional terms between you and the third-party payment service provider in order to pay for and use the Squidly service.

If a payment is not successful including due to issues with your Payment Method (for example, expiration of your Payment Method or insufficient funds) and you do not update your Payment Method or cancel your account, Squidly may cancel your account or suspend access to the Squidly service until payment has been received. You remain responsible for any outstanding payments owing to Squidly and authorise Squidly to charge any outstanding payments to your updated Payment Method.

Squidly may change the subscription plans for the Squidly service from time to time and will provide you with at least 30 days' notice before the change comes into effect. Squidly may decide to apply new subscription plans only to new users in which case you will be grandfathered on your existing subscription plan. Squidly may – acting reasonably – move you to another subscription plan of their choice.

You may cancel your subscription to use the Squidly service at any time – including when you don't agree with a change to a subscription plan – and your service will be terminated at the end of the subscription period. This is the case both for monthly and annual plans. You can request that your account be terminated in the Pricing and Plans section of your Squidly account or by contacting Squidly at support@squidly.com.au. If you cancel your subscription, you will no longer have access to the Squidly service and will not be entitled to a refund.

2.4 Free Trial

Your subscription may start with a free trial for a period of one or more weeks (Free Trial Period). Free trials are only open to new subscribers who meet the eligibility requirements set out in these Service Terms and may only be claimed once per account. Free trial eligibility is determined by Squidly in its sole discretion and Squidly reserves the right to limit free trial eligibility to prevent abuse of the free trial offer.

During the Free Trial Period, you will be provided with access to the Squidly service and a feature set determined by us.

At the start of your Free Trial Period, we will ask you to enter your credit card details to continue using the Squidly service after your Free Trial Period. If you provide your credit card details, we will charge the Squidly service subscription fee to your Payment Method on the day of your subscription (this date will be considered your registration date for the purposes of these Service Terms). Your credit card will then be charged monthly or annually on that date in accordance with the billing cycle for your selected subscription plan. We may require you to provide additional information in order to activate your paid subscription account for the Squidly service.

2.5 Confidentiality

Both you and we agree to keep confidential all information received from each other under or in connection with these Service Terms and to only use such information for the purposes of performing the party's obligations under these Service Terms except:

- a. disclosure may be made to a party's employees, officers, consultants, contractors and agents who require access to that information to allow the recipient to perform its obligations under these Service Terms subject to those persons agreeing to keep the information confidential on terms equivalent to these Service Terms; or
- b. if the information is:
 - 1. in the public domain or comes into the public domain otherwise than by disclosure in breach of these Service Terms; or
 - 2. independently developed or acquired by the recipient prior to obtaining it from the discloser; or
 - 3. received by the recipient from a third party who has the right to provide that information without breach of any legal obligation;

- c. where required by law or a government agency to disclose the information; or
- d. where otherwise authorised by the discloser.

The provisions under this "Confidentiality" section survive termination of these Service Terms.

2.6 Data And Intellectual Property

You acknowledge and agree that all Intellectual Property Rights (as defined below) in the Squidly service, including the software, any modifications to the software, the Derivative Products (as defined below) or any other data or deliverables proprietary to us and/or our Squidly service providers used by or provided to you in connection with the Squidly service (excluding any Data, as defined below), are and remain our property and/or the property of the Squidly service providers and you acquire no such right or interest in such property.

You grant to Squidly and our service providers a worldwide, non-exclusive, perpetual, irrevocable, royalty free licence to use the Intellectual Property Rights in the Data to the extent required to enable Squidly and our service providers to provide you with the Squidly service. You warrant that the use of the Data by Squidly as permitted by these Service Terms, will not infringe any third party's rights (including Intellectual Property Rights) or breach any law, and you agree to indemnify Squidly and its respective employees, officers, consultants, contractors and agents against any liability suffered arising from any claims by third parties that such use infringes the rights of a third party or breaches any law.

The provisions under this "Data and Intellectual Property" section survive termination of these Service Terms.

2.7 User Apps

Squidly offers Apps to subscribers to customise their software to their needs. Some of these Apps are developed and offered by Squidly, some are developed by third parties.

We may, from time to time, make available SDKs or APIs and associated materials to third parties who want to offer Apps via Squidly. As such a third party, we grant you a non-exclusive, royalty-free licence for you to reproduce for the term of the Service Terms any such SDK or API solely for the purpose of developing Apps, extensions, plugins and/or other software products or services that are integrated or interoperate with the Squidly service (User Apps). You may distribute and sub-license your User Apps on Squidly only if approved by Squidly and only in accordance with the materials published or released by Squidly. Nothing in these Service Terms affects the ownership of the intellectual property rights in the SDKs and APIs licensed to you in this clause.

You warrant that the use of the User Apps, will not infringe any third party's rights (including Intellectual Property Rights) or breach any law, and you agree to indemnify Squidly and its employees, officers, consultants, contractors and agents against any liability suffered arising from any claims by third parties that such use infringes the rights of a third party or breaches any law or your breach of this section.

2.8 Security And Storage

We store all data used in connection with the Squidly service (including your Data) in our ordinary IT systems, including in cloud servers or the servers of third parties. You agree that we need not take any additional steps to secure your Data beyond our ordinary security steps.

We will also not be liable for any loss or damage you suffer because of technical issues caused by a third party, or for reasons that are beyond our reasonable control. Without limiting any other provisions of these Service Terms, you acknowledge that use of the Squidly Services necessarily involves transmission of your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of your Data lost, altered, intercepted or stored across such networks. We encrypt your data at rest and in transition to help protect it following industry best practices. We cannot guarantee that our security procedures will be error-free, that transmissions of your Data will always be secure or that unauthorised third parties will never be able to defeat our security measures or those of our third-party service providers.

2.9 Liability

We will not be liable for any disruption or suspension to the service due to circumstances beyond our reasonable control, including as a result of unavailability of third-party software, services or infrastructure (including telecommunications infrastructure), fire, storm, flood, earthquake, act of terrorism or war, industrial action and compliance with any government directive.

To the maximum extent permitted by law:

- a. despite any other provision in these Service Terms, neither Squidly, nor any of their employees, officers, consultants, contractors and agents will be liable to you or any other person or entity for any special, indirect or consequential loss or damage (howsoever caused, including due to negligence) arising out of or in connection with these Service Terms (including for non-availability or use of the Squidly service, including any SDKs or APIs made available to you, or use or reliance on information contained in or linked to or from this service); and
- b. the liability of Squidly or any of their employees, officers, consultants, contractors and agents under or in connection with these Service Terms (including for negligence, non-availability or use of the Squidly service, including any SDKs or APIs made available to you, or use or reliance on information contained in or linked to or from this service) is limited, at our option, to the total fees paid for the service in the 12 months preceding the event upon which the liability is predicated, or to the supply of the relevant service again or the payment of the cost of having that service resupplied.

Other than those expressly set out in these Service Terms or any statutory guarantees that cannot be excluded, Squidly does not provide any warranty, either express or implied, in relation to your use of the Squidly service or as to the availability, quality, currency,

completeness, accuracy or suitability for any particular purpose of the information contained in the Squidly service, including as to data outputs or any Derivative Product.

Nothing in these Service Terms restrict, exclude or modify any rights that cannot be excluded under any applicable law (including, if you are located in Australia, the consumer guarantees set out in the Competition and Consumer Act 2010 (Cth)). If any law implies a condition or warranty into these Service Terms which cannot lawfully be excluded then, to the maximum extent permitted by law, our liability for any breach of such implied term will be limited, at our option, to the total subscription fees paid for the service during the 12 months period preceding the event upon which the liability is predicated, or to the supply of the relevant service again or the payment of the cost of having that service re-supplied.

The provisions under this "Liability" section survive termination of these Service Terms.

2.10 Third-Party Providers

Squidly relies upon third parties to provide certain of the communications and technical infrastructure and services to support provision of the Squidly services, and we may subcontract all or part of the Squidly services without your consent.

2.11 Suspension And Maintenance

We may restrict or suspend your access (and your Authorised Users' access) to the Squidly service if you or an Authorised User breaches these Service Terms.

Your access to the Squidly service may also be restricted or suspended for purposes of performing maintenance.

2.12 Termination

Without limitation to other rights you may have under these Service Terms to cancel your subscription, you may at any time terminate your access to the Squidly service through the Pricing and Plans section in your Squidly account or via email to support@squidly.com.au.

We rely on third parties to provide the infrastructure for the Squidly software as a service utilised by the Squidly service and should access to such infrastructure be terminated for any reason, Squidly is not liable for any disruption or suspension of the Squidly service, and reserves the right to terminate or cease provision of the Squidly service to you by no less than 90 days' written notice to you.

If the Squidly service is terminated for any reason, we shall provide you with reasonable assistance as required to provide you with a copy of your Data as well as a pro-rata refund of subscriptions fees for any paid but unused subscription time. We will permanently erase all of the Data following the completion of this obligation.

2.13 Changes To Service Terms

We reserve the right to update or amend these Service Terms at any time. You should check this page from time to time to make sure you are aware of any changes.

Your access and use of the Squidly service following agreement on any changes to the Service Terms will be on the amended Service Terms.

2.14 Reseller Orders

These Service Terms apply whether you purchase the Squidly service directly from Squidly or through Resellers. If you purchase through a Reseller, your Scope of Use shall be as stated in the Order placed by Reseller for you, and Reseller is responsible for the accuracy of any such Order. Resellers are not authorised to make any promises or commitments on Squidly's behalf, and we are not bound by any obligations to you other than what we specify in these Service Terms.

2.15 Discount Codes

All discount codes are applied on your next billing cycle. Discount codes that relate to three months off the annual billing cycle will reduce your annual bill by three months in total, including the two month discount that you receive when signing up for an annual plan.

2.16 Additional Terms

If any provision of these Service Terms is found to be invalid or unenforceable, the provision is deemed severed from these Service Terms and the remainder of the terms will continue in full force and effect.

You must not assign or novate these Service Terms, or your rights or obligations under these Service Terms, to another party without our prior written consent.

2.17 Glossary

In these Service Terms, unless the context otherwise requires:

"Data" means data received by us from you and/or your Authorised Users, your patients and any guests in connection with the Squidly service.

"Derivative Products" means any report, program, enquiry tool or information product or service we provide that incorporates the Data.

"Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, know how or other form of confidential information or any right to registration of such rights and any other form of intellectual property right, whether arising before or after the execution of these Service Terms.

Date: February 23, 2025