



WAIT ONCE Services Terms

Effective Date: May 2026

1 Introduction and Key Commercial Terms

- 1.1 These Platform Terms and Conditions (**Terms**) are between WAIT ONCE Pty Ltd ACN 674 857 071 (**WAIT ONCE, we, us, our**) and the company, business, or organisation that creates the Organisation Account, selects a Plan, authorises a Payment Method, connects and Integration, or otherwise uses the Platform or Services (**you, your, Client**).
- 1.2 These Terms govern access to and use of the Platform and any related Services (including enabled Integrations, Support Services and any Beta Features). Beta Features are provided for evaluation only, may be changed or withdrawn at any time, may be incomplete or contain errors, and are provided without service commitments or warranties to the maximum extent permitted by law.
- 1.3 If an individual accepts these Terms, creates an Organisation Account, selects a Plan, authorises a Payment Method, connects an Integration, or otherwise accesses or uses the Platform or Services on behalf of a Client, that individual represents and warrants that they are authorised to bind the Client to these Terms. By ticking the box or clicking the button indicating acceptance of these Terms, or by accessing or using the Platform or Services, the Client agrees to be bound by these Terms. If the individual does not have that authority, or the Client does not agree to these Terms, the individual and the Client must not access or use the Platform or Services.
- 1.4 You must provide and authorise a valid Payment Method at sign-up. WAIT ONCE (and its payment processor) may charge the Payment Method for Fees in accordance with these Terms.
- 1.5 The Platform is offered on two different Plans. The current Plans, pricing, inclusions and usage parameters are displayed on our website and/or within the Platform at sign-up and may be updated by WAIT ONCE in accordance with clause 24.3.
- 1.6 WAIT ONCE will offer the Client a 60 day free trial period to use the Platform at no cost (**Free Trial Period**).
- 1.7 If the Client does not cancel their Organisation Account or does not otherwise give notice, pursuant to clause 22, to WAIT ONCE ending their use of the Services before the Free Trial Period ends, the Client's subscription will automatically convert to the Plan selected on the Platform during sign-up and will be charged the Fees in accordance with the selected Plan.
- 1.8 Continued access to or use of the Platform after any update takes effect constitutes acceptance of the updated Terms.

2 Definitions and Interpretation

2.1 In these Terms:

AI Agents means artificial intelligence-enabled tools, agents, models or workflows made available through the Platform that are capable of processing information, performing tasks or interacting with users based on configured functionality, prompts, Client Data, End User Data or other inputs. These AI Agents may be configured, orchestrated, and integrated with Client systems via APIs and connectors.

Beta Features means features or functionality of the Platform that are described by WAIT ONCE as beta, preview, early access or experimental.

Cancellation Fee means any cancellation fee stated in your Plan (if any).

Client Data means all data, content, prompts, instructions, files, and information supplied by or on behalf of the Client or its End Users to the Platform, excluding Usage Data.

Commencement Date means the date you first accept these Terms by creating an Organisation Account, selecting a Plan, authorising a Payment Method or otherwise accessing or using the Platform (as applicable).

Confidential Information means all communications between the parties and all data, information and other material supplied to one party by the other party or received by one party from the other party that is either marked "confidential" or by its nature is intended to be confidential, and any information concerning the business transactions or the financial arrangements of either party disclosed to the other party that is conveyed in circumstances that indicate it is confidential, including, but not limited to business plans, technology and technical information, product designs and business processes. Confidential Information does not include information that is:

- (a) in the public domain (other than by a breach of the Terms); or
- (b) required to be disclosed by law; or
- (c) information known to the recipient party prior to the commencement of the Terms.

Documentation means WAIT ONCE's standard guidelines, as updated and provided by WAIT ONCE to the Client from time to time, relating to the use and application of the Platform.

End User is defined in clause 6.

End User Data is defined in clause 7.

EULA means the end user licence agreement applicable to End Users, available at <https://waitonce.com.au/wp-content/uploads/2026/05/WaitOnce-EULA.pdf> as updated from time to time.

Extended Period has the meaning given in clause 20.2.

Feedback means any feedback, comments, suggestions, or materials that the Client may provide to WAIT ONCE about or in connection with the Services, including any ideas, know-how, or techniques contained therein.

Fees means the fees and charges payable by the Client in consideration of the Services, in

accordance with membership model selected by the Client on the Platform at sign-up, and any other usage-based amounts payable for the Services, as displayed within the Platform.

GST means any tax, levy, charge or impost implemented under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or similar insolvency administrator to a party or any substantial part of its assets or the occurrence of any event that has a substantially similar effect to any of the above events.

Integration means a connection between the Platform and a Third-Party Service or Client system (including allied health practice management platforms such as Cliniko), whether via API, OAuth, file upload, or other method.

Intellectual Property means data, patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and the right to be granted renewals or extensions of, and rights to claim priority from, these rights and all similar or equivalent rights or forms of protections which subsist or will subsist, now or in the future, in any part of the world.

Invoice means a tax invoice issued by WAIT ONCE for payment or partial payment of Fees.

Organisation Account means the Client's administrative account for the Platform through which the Client manages End Users, Integrations, Plans and billing, including any linked venues, locations or entities consolidated under that account.

Payment Method means the payment method authorised by the Client at sign-up (including credit/debit card) for payment of Fees.

Plan means the subscription plan, pricing tier, usage limits, inclusions and billing frequency selected by the Client at sign-up or within the Platform, as displayed on the Website or within the Platform from time to time.

Period means the subscription period applicable to the Client's Plan, as displayed at sign-up or within the Platform.

Permitted Number of End Users means any user limits for your Plan as displayed at sign-up via the Platform (or as otherwise agreed in writing).

Platform means the software application currently known as "WaitOnce", which assists allied health practices and professionals to optimise opportunities arising from cancelled appointments, enhance visibility, and streamline the booking process and includes:

- (a) all WAIT ONCE's proprietary software;
- (b) any related Documentation delivered to or downloaded by the Client;
- (c) any improvements, updates, upgrades, or new features, functionality or enhancements of the Platform; and
- (d) any other Intellectual Property comprising or related to the Platform or the Services.

Privacy Policy means the WAIT ONCE's privacy policy available at <https://waitonce.com.au/wp-content/uploads/2025/12/2025.12.05-WaitOnce-Privacy-Policy-.pdf> as updated from time to time.

Services means access to the Platform (as a software-as-a-service solution) in accordance with the Client's Plan, including dashboards, alerts, insights and reporting, and any enabled Integrations, and may include Beta Features.

Support Services means the support services applicable to your Plan or otherwise made available by WAIT ONCE from time to time.

Terms means these Platform Terms and Conditions as updated from time to time in accordance with clause 24.3.

Territory means Australia, unless otherwise stated in the Plan selected or restricted by applicable law.

Third-Party Services means external services, platforms, products or integrations used in connection with the Platform or the Services (including allied health practice management platforms such as Cliniko, any cloud hosting providers, and any analytics/AI technology providers used by WAIT ONCE from time to time).

Usage Data means technical, diagnostic, analytics, statistical and usage data generated through use of the Platform, including metadata, logs and aggregated or de-identified data.

2.2 Interpretation:

In these Terms, unless the contrary intention appears:

(a) Reference to:

- i. One gender includes the others;
- ii. The singular includes the plural and the plural includes the singular;
- iii. Recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to these Terms and references to these Terms include any recital, schedule or annexure;
- iv. Any contract (including these Terms) or other instrument includes any variation or replacement of it;
- v. A statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- vi. A person includes an individual, a firm, a body corporate, an unincorporated association or an authority;
- vii. A day or a month means a calendar day or calendar month; and money is to Australian Dollars;
- viii. An obligation, representation or warranty in favour of more than 1 person is for

the benefit of each of them separately and all of them jointly;

- ix. The meaning of any general language is not restricted by any accompanying example, and the words “includes”, “including”, “such as”, “for example” or similar words are not words of limitation;
- x. The word “costs” includes charges, expenses and legal costs;
- xi. Headings are for convenience only and do not form part of these Terms or affect its interpretation; and
- xii. A reference to dollars or \$ is to Australian currency.

- (b) A provision of these Terms must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms or the inclusion of the provision in these Terms.

3 Services and Platform

- 3.1 WAIT ONCE will provide the Services to the Client in consideration of the Client’s prompt payment of the Fees on the terms set out in these Terms.
- 3.2 WAIT ONCE grants the Client a limited, non-exclusive, non-transferable and non-sub-licensable right to use the Platform and the Documentation in the Territory (**Platform Licence**). The Platform Licence endures until these Terms are terminated or expires in accordance with clause 20.
- 3.3 The Platform Licence is granted as follows:
 - (a) Accounts of authorised users will be protected by secure authentication (including, where enabled, multi-factor authentication).
 - (b) The Client is responsible for maintaining the confidentiality of account credentials and for all activities occurring under its accounts, and must promptly notify WAIT ONCE of any suspected unauthorised access or security incident.
- 3.4 WAIT ONCE is not liable if the Platform or its AI features are unavailable at any time or for any period, or if the Platform provides inaccurate, incomplete, or unsuitable responses. WAIT ONCE makes no warranties about the accuracy, reliability, or appropriateness of AI-generated content.
- 3.5 From time to time, WAIT ONCE may restrict access to some parts or all of the Platform, modify AI functionality, or adjust AI model behaviours without notice. The Client acknowledges that AI technology is inherently experimental and may produce unexpected results. The Client is responsible for reviewing AI-generated content before using it with End Users and ensuring compliance with applicable laws regarding automated decision-making, consumer protection, and AI transparency.
- 3.6 WAIT ONCE will implement reasonable measures to prevent AI bias, discrimination, and harmful outputs, but cannot guarantee their complete absence. The Client agrees to promptly report any concerning AI behaviours or outputs to WAIT ONCE.
- 3.7 The Platform does not provide medical, clinical, therapeutic or professional advice. The Client and its End Users remain solely responsible for all professional services, clinical decisions,

patient communications, appointment management and compliance with applicable professional obligations.

4 Updates

- 4.1 WAIT ONCE may make updates to the Platform from time to time, including improvements, patches, modifications, bug fixes, and other generally released updates.
- 4.2 Such updates may require the Client to install an updated version of the Platform or supporting software. Where applicable, the Client warrants that it will comply with all reasonable instructions from WAIT ONCE to access or utilise the updates.
- 4.3 WAIT ONCE is not liable, and the Client releases WAIT ONCE from all liability arising from, any loss or damage caused by the Client not accessing or utilising recommended updates.

5 Use of Platform

- 5.1 The Client must use the Platform in accordance with the Documentation and all operating instructions provided by WAIT ONCE.
- 5.2 The Client must ensure that at least one authorised administrator manages the Organisation Account and is responsible for End User access, Plan selection, billing details, Integrations and notices.
- 5.3 The Client must not use the Platform for any unconscionable behaviour or activity, including but not limited to:
 - (a) Engaging in abusive, derogatory, discriminatory, or vexatious behaviour;
 - (b) Engaging in any activity that disrupts or corrupts the Platform or the networks that host the Platform; or
 - (c) Attempting to hack, reverse-engineer, disable, circumvent, or otherwise gain access to any security, database, or other secure aspect of the Platform.
 - (d) Using the Platform and/or the software for any illegal or unauthorised purpose, including but not limited to the transmission of malware, attempts to manipulate or deceive the AI system, or efforts to extract underlying AI Agents or training data.
 - (e) Use the Platform and/or Service to violate any laws in any jurisdiction, including but not limited to copyright laws, data protection regulations, or AI-specific legislation. The Client is responsible for ensuring that its use of all AI features complies with all applicable laws and regulations regarding automated decision-making, consumer protection, and AI transparency requirements in the jurisdiction.
- 5.4 The Client must:
 - (a) Not modify, adapt or hack the Platform or modify another website or software so as to falsely imply that it is associated with the Platform or WAIT ONCE;
 - (b) Use the Platform for its intended purpose;
 - (c) Not use the Platform, Documentation, and Platform Licence for the purposes of developing, designing, or distributing a product, service or technology that competes with WAIT ONCE or the Platform;

- (d) Not attempt to integrate the Platform with sources other than those notified in the Documentation.
 - (e) Not make available any analysis, data, or other information relating to the operation of the Platform to any third party without the written prior permission of WAIT ONCE .
- 5.5 The Client warrants that it will comply fully with all the Platform operating instructions. Any failure to comply fully with operating instructions may result in the sub-par or faulty performance of the Platform. WAIT ONCE accepts no liability, and the Client releases WAIT ONCE from any such liability, associated with faults or errors caused by non-compliance with Platform operating instructions, including any failure to integrate with any other software.
- 5.6 WAIT ONCE may, at any time during normal business hours and on the provision of at least seven (7) days' notice, monitor the Client's use of the Services for the purpose of verifying compliance with these Terms and WAIT ONCE's operating instructions.
- 5.7 WAIT ONCE may, on seven (7) days' prior written notice and during normal business hours, audit the Client's use of the Platform to verify compliance. Audits will be limited to records and systems reasonably necessary for verification, conducted to minimise disruption, and subject to confidentiality. Post-termination audits are limited to investigating suspected material breaches that occurred during the term.
- 5.8 WAIT ONCE may suspend the Platform for any one or more periods of time if it is unable to provide the Platform due to a fault or dysfunction with WAIT ONCE's servers. WAIT ONCE will endeavour to provide the Client with reasonable notice of any downtime where it is reasonably possible to do so.
- 5.9 The Client must use the Platform strictly in accordance with all applicable Australian laws and regulations, including but not limited to the Copyright Act 1968 (Cth), Patents Act 1990 (Cth), and Trade Marks Act 1995 (Cth).
- 5.10 All information provided during the use of the Platform is considered Confidential Information and proprietary trade secrets. The Client agrees not to disclose, use, or exploit any such information for any purpose other than the authorised use of the Platform.
- 5.11 Any attempt by the Client to engage in reverse engineering, decompiling, replication, or the creation of derivative works of the Platform or its components (as already prohibited under these Terms) constitutes a material breach of these Terms. Such a breach may result in immediate termination of these Terms. The parties agree that such a breach would likely cause significant loss and damage to WAIT ONCE, including loss of market share, reputational damage, and reduced profitability, which may be difficult to quantify. Accordingly, WAIT ONCE must be entitled to immediately terminate these Terms and seek all available legal and equitable remedies in respect of such breach, including but not limited to injunctive relief, recovery of damages, and reimbursement of reasonable legal costs.
- 5.12 The obligations and restrictions outlined in this clause must survive the termination or expiration of these Terms to the extent necessary to protect Intellectual Property and Confidential Information.
- 5.13 By entering into these Terms, the Client acknowledges the serious nature of these intellectual property protections and the severe consequences of any breach. The Client agrees that these terms are reasonable and necessary to protect WAIT ONCE's legitimate business interests and intellectual property rights.

6 End Users

- 6.1 Where the Client makes the Platform available to its employees, associates, officers or otherwise (**End Users**) it must ensure that such End Users comply with the terms of the EULA. WAIT ONCE will take reasonable measures to ensure that End Users accept the terms of the EULA prior to accessing the Services, however it remains the Client's responsibility to ensure that all End Users are familiar and compliant with the EULA.
- 6.2 The Client will maintain an up-to-date list of End Users which must be made available to WAIT ONCE for review on request.
- 6.3 The Client may only enable the Permitted Number of End Users as outlined in the Plan to access the Platform.
- 6.4 WAIT ONCE may use the Client Data to perform a background check on the Client or the End User. We reserve the right to withhold approval of your registration until the background check is completed to our standards.
- 6.5 The Client is liable for and indemnifies WAIT ONCE against any and all damage or loss caused by an End User's any and all act or omission, including without limitation:
- (a) Breach of these Terms or the terms of the EULA;
 - (b) Any unlawful act or omission, negligence, wilful misconduct; or
 - (c) Unauthorised use of the Platforms or Services which is inconsistent with these Terms, WAIT ONCE's reasonable operating instructions, or any applicable law,
- as determined by WAIT ONCE at its discretion.

7 End User Data

- 7.1 At the time of registration and at any time following, End Users may be required to provide **End User Data** (which may include **Personal Information**, as defined by the Privacy Act 1988 (Cth), such as full name, the name of clinic, a valid email address, address and phone number, bank details for payment purposes, and Artificial Intelligence (**AI**) data, namely, information generated by way of conversational AI Agents that interact with End Users, and any other information required to complete the registration process or to provide the Service to the End Users).
- 7.2 WAIT ONCE may use Client Data and End User Data to provide, secure, maintain, support and improve the Services. WAIT ONCE may use aggregated or de-identified data for analytics, benchmarking, product development, AI system improvement and service optimisation, provided that such data does not identify the Client, End Users or any individual.
- 7.3 To the extent permitted by applicable law, WAIT ONCE:
- (a) Reserves the right to create, collect and/or store any metadata and End User Data resulting from the Client's use of the Platform;
 - (b) May use data, metadata, Client Data and/or Personal Information (**Data**) in accordance with the Australian Privacy Principles (**APPs**) under the Privacy Act 1988 (Cth) for specified purposes, including: conducting investigations, AI model training and improvement, machine learning development, AI voice optimisation, user behaviour analysis, service administration, search engine optimisation, traffic analysis,

recommendation improvements, personalisation of services, quality assurance, and regulatory compliance. WAIT ONCE will only use any Personal Information for the primary purpose for which it was collected or for reasonably related secondary purposes. The Client will be notified of such purposes at or before the time of collections. The Client acknowledges and provides explicit consent that the Data may be used to train and improve our AI Agents, subject to appropriate safeguards and de-identification where practicable;

- (c) Reserves the right to share information (including the Data) in accordance with APP 8 and other relevant APPs:
- (i) with government agencies and authorities where required by Australian law or court/tribunal order;
 - (ii) with service providers and sub-processors (including overseas recipients) who assist in providing the Platform, subject to appropriate contractual safeguards ensuring compliance with the Privacy Act 1988 (Cth); and
 - (iii) as otherwise required to comply with our legal obligations or to protect our legitimate interests.

Before disclosing personal information to overseas recipients, WAIT ONCE will take reasonable steps to ensure they comply with the APPs or are subject to similar privacy laws. WAIT ONCE will notify the Client of the countries where overseas recipients are likely to be located in its Privacy Policy.

- 7.4 The Client agrees (and will ensure that End Users agree) to permit WAIT ONCE to use the End User Data for the purpose of providing the functionality of the Platform and any related purpose, including but not limited to AI model training, refinement and optimisation, machine learning development, user behaviour analysis, improvement of AI voice agent capabilities, or any other related purposes, subject to applicable privacy laws and regulations. The Client grants WAIT ONCE a perpetual, worldwide and royalty-free license to use, modify, and incorporate the End User Data (and other data we collect from the Client) into our AI Agents and systems in an anonymised and aggregated format.
- 7.5 WAIT ONCE will not use identifiable Personal Information to train AI models except as disclosed in the Privacy Policy, permitted by applicable law, and subject to appropriate safeguards.
- 7.6 The Client acknowledges that in order to improve functionality of the Platform, WAIT ONCE may share the End User Data and other data with other parties, including but not limited to stakeholders, suppliers, and AI technology partners, subject to appropriate data protection agreements. WAIT ONCE implements appropriate technical and organisational measures to protect End User Data during processing for AI purposes.
- 7.7 All End User Data will be stored and maintained by or on behalf of us in accordance with applicable privacy laws including but not limited to the Privacy Act 1988 (Cth) and Australian Privacy Principles, and other applicable state and federal data protection and AI regulations. WAIT ONCE implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including encryption, access controls, and regular security assessments. For AI-related processing, WAIT ONCE maintains transparency about our AI systems' capabilities and limitations, and implement appropriate safeguards for automated decision-making.

7.8 WAIT ONCE's use of any Personal Information provided within the End User Data will be in accordance with its Privacy Policy, which sets out how it collects, uses, stores and discloses the information as required by the Privacy Act 1988 (Cth) and Australian Privacy Principles. By using the Platform, the Client and End User acknowledge(s) it has read our Privacy Policy and warrant that all data, including the Data provided to WAIT ONCE is accurate.

8 Fees and Payment

8.1 The Client must pay WAIT ONCE the Fees in consideration of the Services in accordance with this clause 8.

8.2 The Client authorises WAIT ONCE and its payment processor to charge the Payment Method for all Fees when due. If payment fails, WAIT ONCE may re-attempt payment and suspend access until payment is received.

8.3 The Client commits to maintaining a minimum of one (1) active End User (therapist/practitioner) license for the Platform subscription for the entire Period of these Terms, including any Extended Period.

8.4 All Fees are payable in accordance with selected Plan and this clause 8.

8.5 All Fees are expressed to be exclusive of Goods and Services Tax (GST), which must be paid by the Client.

8.6 The Client is responsible for paying any bank fees, transfer fees, or other transaction costs associated with making payments to WAIT ONCE .

8.7 WAIT ONCE will issue an invoice for the Fees on the first day of each calendar month in which the Services are to be provided. Each invoice is payable on the first day of that month (the **Payment Date**).

8.8 Where payment of an Invoice is not made by the Payment Date, WAIT ONCE may at its discretion:

(a) Suspend or partially suspend the Services, including access to the Platform, until payment is made; or

(b) Terminate these Terms and the Services. If these Terms are terminated under this clause 8.8, all Fees remain payable by the Client, and WAIT ONCE may undertake any action it deems necessary to recover such Fees.

8.9 Any outstanding amount due under an Invoice must accrue interest at a rate of two (2) % per month, or the maximum rate permitted by law, whichever is lower.

8.10 The Client is responsible for, and indemnifies WAIT ONCE against, any and all loss or damages incurred by WAIT ONCE in recovering payment of overdue Invoices, including without limitation costs and legal fees incurred by WAIT ONCE in recovering payment of overdue Invoices.

8.11 WAIT ONCE reserves the right to change the pricing for any Extended Period, provided that notice of such change is given to the Client at least sixty (60) days prior to the commencement of the Extended Period. If the Client does not agree to the price change, the Client may terminate the Services by providing written notice at least sixty (60) days prior to the end of the then-current Period, in accordance with clause 20.2.

8.12 All fees paid are non-refundable, except in cases where WAIT ONCE fails to provide the Services as outlined in these Terms, or when WAIT ONCE terminates these Terms in accordance with clause 20.4.

9 GST

9.1 Unless otherwise stated in these Terms, all Fees payable by the Client under these Terms are exclusive of GST but inclusive of any other applicable taxes, duties, imposts and other similar charges payable in respect of the Services.

9.2 If GST is payable on any supply made by WAIT ONCE under these Terms, the Client must pay WAIT ONCE an additional amount equivalent to the GST at the time that payment to WAIT ONCE is due. WAIT ONCE will provide a tax invoice to the Client compliant with the GST Act.

10 Feedback

10.1 The Client may from time to time provide Feedback to WAIT ONCE pertaining to the Services. Client grants WAIT ONCE a worldwide, royalty-free, perpetual and irrevocable licence to use, copy, modify and otherwise exploit the Feedback for any purpose, including incorporating or implementing the Feedback into the Platform and any updates to the Platform.

10.2 No Feedback will be deemed the Client's Confidential Information and nothing in these Terms limits WAIT ONCE's right to independently use, develop, evaluate, or market the Platform or other products which incorporate Feedback.

10.3 All Intellectual Property rights and other proprietary rights in improvements or updates to the Platform, or new technologies, developed by WAIT ONCE using Feedback will vest solely in WAIT ONCE .

11 Intellectual Property

11.1 All Intellectual Property Rights (including copyright and patents) in the Platform (including the user interface, the software comprising the Platform, the AI Agent functionality, machine learning models, algorithms, training data, and all improvements thereof), and all aspects of the Services, are owned and licensed by WAIT ONCE , unless otherwise indicated.

11.2 The Client must not reproduce, duplicate, reverse engineer, replicate or otherwise copy, modify, sell, resell, exploit or transmit any part of the Platform, the use of the Platform, or access to the Platform.

11.3 For clarity, nothing in these Terms transfers ownership of the Client Data and/or End User Data, and the Client Data and/or the End User Data remain the exclusive property of the Client and/or the End User.

11.4 Nothing in these Terms or otherwise creates an assignment of any rights in the Platform beyond the ability to use it for its intended use.

11.5 WAIT ONCE grants the Client a limited, non-exclusive and non-transferable licence to use the Platform for the duration of these Terms, subject to the terms and conditions herein.

11.6 WAIT ONCE reserves all rights to seek compensation, damages, injunctions, or any other remedy available to it at law if any attempt to do so, whether successful or unsuccessful, is made by the Client or any of its affiliates, or an End User.

11.7 The Client must not, either directly or indirectly, permit any third-party including without

limitations the End Users, customers, agents, employees, officers, directors, contractors or any other third party to:

- (a) Hack, reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code, or underlying ideas or algorithms of the Platform; or
- (b) Modify, translate, or create derivative works based on any element of the Platform; or
- (c) Make any attempt to pass off WAIT ONCE's Intellectual Property as its own; or
- (d) Exploit WAIT ONCE's Intellectual Property for its own benefit or for the benefit of a third party.

11.8 The Client agrees to respect and protect WAIT ONCE's Intellectual Property Rights. The Client must promptly notify WAIT ONCE :

- (a) if it becomes aware, or reasonably suspects, that WAIT ONCE's Intellectual Property Rights are being infringed, or are likely to be infringed; and / or
- (b) of any proceeding or known intention to bring proceedings against WAIT ONCE or the Client including for infringement of Intellectual Property Rights.

11.9 Any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Client relating to the Platform must not be considered confidential and must be used by WAIT ONCE without any obligation to compensate the Client.

11.10 Where the Client prints and distributes the Documentation, it must ensure that such Documentation clearly displays WAIT ONCE's trade mark(s).

11.11 Other than as required by clause 11.10, the Client is not authorised to use WAIT ONCE's trade mark(s), logos, or other marks for any purpose.

11.12 This clause survives termination of these Terms.

12 Confidentiality

12.1 Each party must keep confidential and protect the Confidential Information of the other, and may only use such Confidential Information for the purpose of performing its obligations under these Terms. Confidential Information may be disclosed:

- (a) With the express permission of the other party;
- (b) To a professional advisor, employee, agent, or contractor on a strict need to know basis, and who is bound by confidentiality obligations no less restrictive than those in these Terms; or
- (c) As required by law.

12.2 Except where disclosure is required by law or must be made to a legal advisor, the parties will keep the terms of these Terms strictly confidential.

12.3 The obligations imposed on each party by this clause 12 survives the termination of these Terms for a period of ten (10) years. Any trade secret must remain confidential for as long as it continues to qualify as a trade secret under applicable law.

13 Warranties

- 13.1 WAIT ONCE warrants that:
- (a) It is the owner or licensee of all Intellectual Property in the Platform, and that its performance of the Services does not breach the Intellectual Property or other proprietary rights of any third party.
 - (b) It will perform the Services with due skill and care;
 - (c) The Services will be completed in a timely manner;
 - (d) The Services will be substantially in accordance and in line with these Terms.
- 13.2 Subject to any rights the Client may have under Australian Consumer Law (**ACL**), WAIT ONCE excludes to the fullest extent possible all warranties, express, statutory or implied, including, but not limited to, implied warranties of merchantability, merchantable quality, durability, fitness for a particular purpose not in line with these Terms, relating to the Platform or any other matter in these Terms.
- 13.3 The Platform is made available to on an “as is” basis. WAIT ONCE makes no warranties, representations or conditions of any kind, express, statutory or implied as to:
- (a) The operation and functionality of the platform;
 - (b) The accuracy, integrity, completeness, quality, legality, usefulness, safety and Intellectual Property rights of any of the software content; and/or
 - (c) The products and services associated with the Platform or its content.
- 13.4 WAIT ONCE may rely upon third party software for certain functions of the Platform and, except as expressly stated in these Terms, WAIT ONCE makes no warranty or representation that such third party software will be error free.
- 13.5 The Client acknowledges, agrees and warrants that WAIT ONCE is not responsible or liable for:
- (a) Any advice, treatment, health service, clinical decision, patient communication or professional service provided by the Client or the End User to any person; or
 - (b) Any breach by the Client or an End User of applicable laws, professional standards, registration requirements, guidelines or code of conduct; or
 - (c) Any breach of confidentiality, privacy or patient consent by the Client or the End User.
- 13.6 The Client warrants that it and its End Users hold and will maintain all registrations, qualifications, certifications, licences, insurances, consents and approvals required to provide the relevant health services and to use the Platform in connection with those services. WAIT ONCE may request, and the Client must provide WAIT ONCE with proof of the currency of any of the aforementioned requirements to practice within a reasonable time, and in any event, no later than 14 days after such request. The Client must ensure that use of the Platform does not replace, override or compromise any professional judgment, informed consent requirement, record-keeping obligation, privacy obligation or professional standard applicable to the Client or its End Users.
- 13.7 The Client warrants that:
- (a) each person who accepts these Terms, creates or administers an Organisation Account, selects a Plan, authorises a Payment Method or connects an Integration on

its behalf is authorised to do so;

- (b) the Client is responsible for all activity under its Organisation Account, including activity by its administrators, employees, contractors, representatives and End Users;
- (c) entering into and performing these Terms will not breach any law, agreement, undertaking, court order or obligation binding on the Client; and
- (d) it is not aware of any actual or potential conflict affecting its acceptance or performance of these Terms..

14 Limitation of liability

14.1 To the fullest extent permitted by applicable law, WAIT ONCE disclaims all liability for any:

- (a) Indirect, special, incidental, punitive, exemplary, reliance or consequential damages;
- (b) Loss of profits;
- (c) Business interruption;
- (d) Network interruptions;
- (e) Loss or damage to reputation of Client and/or End User or any third party;
- (f) Loss of information or data;
- (g) All liability for any loss or damage,

relating to or arising out of Client's and/or the End User's:

- (h) Use of, or inability to use, the Platform and/or Services;
- (i) The cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained or messages received, or transactions entered into through or from the Services;
- (j) Unauthorised access to or alteration of the Client's transmissions or data;
- (k) Statements or conduct of any third party on the Services; and
- (l) Any other matter relating to the Services, even if the party has been advised of the possibility of such damages.

14.2 WAIT ONCE is not responsible for any Third-Party Service, changes to a Third-Party Service, failure of an Integration, or loss arising from the Client's configuration, permissions or use of a Third-Party Service.

14.3 The Client and the End User use the Platform at their own discretion and risk, and will be solely responsible for any resulting loss or damage, including but not limited to, any loss of data or damage to the Client's and the End User's computer(s) or networks from viruses that may be downloaded to in the course of using the Platform.

14.4 Some jurisdictions do not allow the exclusion of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last. If the Client resides in such a jurisdiction, the above limitations shall apply to the Client to the fullest extent permitted under applicable law.

- 14.5 To the maximum extent permitted by applicable law, WAIT ONCE's maximum aggregate liability to the Client for any claims, damages, injuries or causes whatsoever, and regardless of the form of action (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason), will at all times be limited to the Fees paid by the Client to WAIT ONCE in the three (3) months period preceding the event giving rise to the liability.
- 14.6 In the event of failure or WAIT ONCE's non-provision of the Services, the Client's sole remedy is for WAIT ONCE to use reasonably commercial efforts to re-supply the Services.
- 14.7 WAIT ONCE is not liable for, and the Client releases WAIT ONCE for all liability for, loss or damage arising from service level failures, internet failures, data transfer failures, or other issues or delays that are not within WAIT ONCE's reasonable control.
- 14.8 Both parties have a duty to mitigate the damages that would otherwise be recoverable from the other party pursuant to these Terms by taking appropriate and reasonable actions to reduce or limit the amount of such damages.
- 14.9 This clause survives termination of these Terms.

15 Indemnity

- 15.1 The Client indemnifies and holds harmless WAIT ONCE and its officers, employees, contractors, licensors, service providers, related bodies corporate and representatives from and against any claim, demand, proceeding, loss, damage, liability, cost or expense, including reasonable legal costs, arising from or in connection with:
- (a) the Client or any of its End Users' access to or use of the Platform or Services;
 - (b) the Client and its End Users' violation of these Terms or the EULA;
 - (c) any Client Data or End User Data supplied to the Platform;
 - (d) any advice, treatment, health service, clinical decision, patient communication or professional service provided by the Client or an End User;
 - (e) any breach by the Client or an End User of privacy, confidentiality, patient consent, health records, professional standards or applicable laws;
 - (f) any infringement or alleged infringement of any Intellectual Property or other rights of third party by the Client or an End User; or
 - (g) any unauthorised use, misuse or configuration of the Platform, Services, Third-Party Services or Integrations by the Client or an End User,
- except to the extent caused or contributed to by WAIT ONCE's negligence, wilful misconduct or breach of these Terms.
- 15.2 WAIT ONCE reserves the right, at the Client's expense, to assume the exclusive defence and control of any matter for which the Client is required to indemnify WAIT ONCE, and the Client will cooperate with WAIT ONCE's defence of these claims. The Client will not settle any matter without WAIT ONCE's prior written consent. WAIT ONCE will use reasonable efforts to notify the Client of any such claim, action or proceeding upon becoming aware of it.
- 15.3 This clause survives termination of these Terms.

16 Transfer of rights and obligations

- 16.1 The Client must not transfer, assign, charge or otherwise dispose of its rights or liabilities under these Terms without WAIT ONCE's prior written consent.
- 16.2 WAIT ONCE may transfer, assign, charge, sub-contract or otherwise dispose of any of its rights or obligations arising under these Terms at any time to a related body corporate, successor in title, or purchaser of all or substantially all of its business or assets, provided the assignment does not materially prejudice the Client's rights under these Terms.

17 Force Majeure Events

- 17.1 WAIT ONCE will not be liable or responsible for any failure to perform or delay in performance of any of its obligations under these Terms that is caused by any events outside its control (**Force Majeure Event**).
- 17.2 A Force Majeure Event includes, but is not limited to, any act, event, non-happening, omission or accident beyond WAIT ONCE's reasonable control and includes, without limitation, the following:
- (a) Strikes, lock-outs or other industrial action;
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) Impossibility of the use of public or private telecommunications networks;
 - (f) Epidemic, pandemic or other health emergency (whether declared or not), including without limitation lockdowns or any other restrictions imposed as a result of the COVID-19 pandemic or any other pandemic or epidemic at any time; and
 - (g) The acts, decrees, legislation, regulations or restrictions of any government.
- 17.3 WAIT ONCE's performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and WAIT ONCE will have an extension of time for performance for the Period. WAIT ONCE will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which WAIT ONCE's obligations under these Terms may be performed despite the Force Majeure Event.

18 Subcontracting

- 18.1 WAIT ONCE is entitled to sub-contract its performance of the Services to reasonably qualified third parties.
- 18.2 Any sub-contracting permitted under this clause 18 shall not relieve WAIT ONCE from its obligations to the Client under these Terms. WAIT ONCE must ensure that any third party engaged to undertake the Services abides by these Terms.

19 Freedom to Contract

19.1 Notwithstanding any other provision of these Terms, WAIT ONCE is free to contract with any other party to provide services of any nature, including without limitation with parties that compete with, directly or indirectly, the Client.

20 Term and Termination

20.1 These Terms commences on the Commencement Date continues until:

- (a) The expiry of the Period (including any Extended Period); or
- (b) It is terminated in accordance with its terms.

20.2 On the expiry of the Period, these Terms will automatically renew for a further period equal to the Period (**Extended Period**) unless either party provides at least ninety (90) days written notice of its intention of non-renewal. On the expiry of each Extended Period, these Terms will automatically renew for a further period equal to the Extended Period unless either party provides at least ninety (90) days written notice of its intention of non-renewal.

20.3 Either party may terminate these Terms without notice if:

- (a) The other party experiences an Insolvency Event, to the extent permitted by applicable law;
- (b) The other party is in breach of these Terms that is incapable of remedy;
- (c) The other party is in breach of these Terms and such breach is capable of remedy but remains unremedied for thirty (30) days after the breaching party is put on written notice of the breach; or
- (d) The other party is subject to a change of control, as that term is defined in section 50AA of the Corporations Act 2001 (Cth).

20.4 WAIT ONCE may terminate these Terms at any time with the provision of thirty (30) days written notice.

20.5 On termination of these Terms for any reason:

- (a) WAIT ONCE will cease to provide the Services to the Client;
- (b) WAIT ONCE will provide the Client a period of thirty (30) days following the expiration or termination of these Terms to export any data created during the term of the Services, after which time such data may be permanently deleted by WAIT ONCE;
- (c) Each party shall return or destroy all Confidential Information of the other party in its possession or control;
- (d) Any outstanding Fees will become immediately due and payable; and

20.6 The Client agrees that the Cancellation Fee is fair and reasonable as WAIT ONCE is entering these Terms and providing a fee structure to the Client on the basis that the Services will last until at least the end of the Period.

21 Dispute Resolution

21.1 If for any reason, a dispute arises, each party may not commence legal proceedings in relation to the dispute, unless it has notified the other party of the nature of dispute in writing and endeavoured, in good faith, to resolve the dispute.

- 21.2 If, after twenty-one (21) days from the date of the written correspondence detailing the dispute, the dispute has not been resolved the parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by an independent third party or their nominee and attend a mediation. It is agreed that mediation must be held in Australian Capital Territory, Australia.
- 21.3 If, after following the process set out in clauses 21.1 and 21.2, the dispute remains unresolved, the parties may take such action as is available to them under law.

22 Notices

- 22.1 Any notice or other communication to or by a party to these Terms:
- (a) May be given by personal service, email to the email address of the addressee provided during sign-up or creation of an Organisation Account, or otherwise communicated between the parties or post;
 - (b) Must be in writing, legible and in English, addressed as provided during sign-up or creation of the Organisation Account, or to any other address last notified by the party to the sender by notice given in accordance with this clause;
 - (c) Is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if by email, at the time the email is sent, unless a notice is received alerting the sender that the email was not sent; or
 - (iii) if posted, 2 business days after the date of posting to the addressee whether delivered or not.

but if the delivery or receipt is on a day which is not a business day or is after 4.00 pm (addressee's time) it is deemed to have been received at 9.00 am on the next business day.

23 Relationship

- 23.1 WAIT ONCE and the Client contract with each other as contractor and principal, and WAIT ONCE is to act as a contractor in performing its obligations under these Terms.
- 23.2 Subject to the reasonable directions of the Client, WAIT ONCE shall have exclusive control over the performance of the Services.
- 23.3 Nothing in these Terms are to be construed as creating an employment relationship between the Client and WAIT ONCE or any employee of WAIT ONCE .

24 General

- 24.1 These Terms contain the entire understanding between the parties concerning the subject matter of the Services and supersedes all prior written or verbal communications.
- 24.2 Except as set out in clause 24.3, these Terms cannot be amended or varied except in writing by the parties.
- 24.3 WAIT ONCE may update these Terms from time to time by giving you notice (including by email or via the Platform) or by posting the updated Terms on its website. Unless WAIT ONCE

specifies otherwise, an update takes effect fourteen (14) days after notice. If an update materially reduces the Client's rights, materially changes the Services, materially increases the Fees, or materially increases the Client's obligations, the Client may cancel the Services, effective before the update takes effect without paying any Cancellation Fee or other early termination charge. Continued use of the Services after the effective date constitutes acceptance of the update. If the Client does not agree to an update, the Client must discontinue use of the Platform and disconnect all Integrations and may cancel the Services, effective before the update takes effect.

- 24.4 Any part of these Terms that is invalid, prohibited or not enforceable will not void the balance of the Terms. All other parts will be enforced without regard to the invalid provision and continue to be valid in accordance with their terms.
- 24.5 The parties acknowledge that:
- (a) A single or partial exercise or waiver of a right relating to these Terms will not prevent any other exercise of that right or the exercise of any other right.
 - (b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by any waiver, exercise, attempted exercise or failure to exercise, or any delay in the exercise of, a right.
- 24.6 A right expressed under these Terms may only be waived by a party in writing and communicated to the other party to the extent that is expressly set out in that waiver.
- 24.7 The Client understands that WAIT ONCE uses Third-Party Services to provide the necessary hardware, software, networking, storage, payment gateway, AI functionality and related technology required to run the Platform.
- 24.8 WAIT ONCE makes no representations or warranties that the content of the Platform complies with the laws (including intellectual property laws) of any country outside Australia.
- 24.9 These Terms are governed by and must be construed in accordance with the laws in force in Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the Courts of Australian Capital Territory and the Commonwealth of Australia.