

# Terms and conditions SmartDentist.com.au

## LICENSE AGREEMENT AND DISCLAIMER

### 1. Service

#### a. Documents and Manual

SmartDentist provides subscribers with relevant and required guidelines, manuals and documents relating to infection control as prescribed by the new Dental Board of Australia according to “ Codes and Guidelines : Dental Board of Australia 29 April 2010”.

- i. A manual setting out the infection control protocols and procedures used in that practice.

‘The manual’ setting out infection control protocols and procedures has been developed by SmartDentist qualified dental practitioners for use by subscribers and can and should be tailored to the specific practice needs. It is the responsibility of the dental practitioner to ensure that the protocols, procedures and guidelines are those required by the individual dental practice and are adhered to within their practice and to make any judgement about the use of such guidelines and any others that may be needed for an individual practice according to the circumstances of that practice.

- ii. The Australian and New Zealand Standard AS/ NZS 4815:[current edition] Office-based health care facilities – Reprocessing of reusable medical and surgical instruments and equipment, and maintenance of the associated environment...Used under a paid licensing fee to SAI Global.
- iii. Infection control guidelines for the prevention of transmission of infectious diseases in the health care setting endorsed by the Communicable Diseases Network Australia et al..Used with permission from the Federal Government Department of Health and Aging.
- iv. Australian Dental Association Guidelines for Infection Control. August 2008. Used with permission from the Australian Dental Association.

#### b. Continuous Professional Development (CPD)

- i. SmartDentist subscribers also receive access to Continuous Professional Development (CPD) online training as well as necessary record keeping of this training. The content of the CPD online training may be based on clinical and scientific articles as presented through various publications, papers or research institutes.
- ii. SmartDentist provides no warranty that the information contained in any of the articles and papers is correct or complete. Dental practitioners need to make their own judgements on the validity and practical application of any of the information provided in the CPD online courses.
- iii. SmartDentist will provide subscribers with access to at least 20 hours of CPD online training in each 12 month subscription period. Under Dental Board of Australia guidelines, dentists are required to complete 60 hours of CPD training every three years as a minimum requirement and must keep records of this training.
- iv. SmartDentist will provide online record keeping for each subscriber. Naturally, dentists may choose to complete other CPD training not contained within SmartDentist according to their individual circumstances and needs. Subscribers can manually record such training within their SmartDentist records. SmartDentist provides no warranty as to the accuracy or authenticity of any external CPD training recorded by subscribers.

#### c. Staff induction manual, forms and other training

- i. Staff shall mean dental assistants and not dentists.
- ii. SmartDentist also provides various other features and facilities such as induction training for administrative and nursing staff within a dental practice. Although every care has been taken to prepare the material, the content is necessarily general and is not intended to be a substitute for a health professional's judgment in each case. The directors and/or employees of SmartDentist shall not be liable for any loss whatsoever whether due to negligence or otherwise arising from the use of or reliance on these or any other facilities, content or documents provided to SmartDentist subscribers.

### 2. Terms and Amendment procedures

- a. By registering you agree to be placed on our email list for notification of changes or additional site opportunities.
- b. The [privacy policy](#) also forms part of this document.

### 3. Website hosting and access and continuity of service

- a. The SmartDentist web site is hosted at present with DHost. The hosting of this site is subject to the terms and conditions of DHost.
- b. The terms and conditions of DHost are available online and are considered part of the SmartDentist terms and conditions.
- c. SmartDentist cannot guarantee continual web site availability as scheduled maintenance is performed from time to time. Backup of data is reliant solely on the DHost backup mechanism. In the event of equipment failure or data corruption they will restore the last known good archive.
- d. SmartDentists will receive an email of completed CPD activities. Subscribers should maintain this for their own records. SmartDentist will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Customer Data recovered from our backups.
- e. DHost's use of spam and virus filters which may require them to use third party equipment or services to monitor and filter email traffic between our equipment and the Internet. You agree that we will not be liable for any loss or damage resulting from the use of spam or virus filters.
- f. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- g. All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- h. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- i. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

### 4. Subscriber Warranties and Indemnities

You warrant that:

- a. You will not supply the CPD material to another dentist for use of a non-subscribing dentist
- b. You will abide by the provisions of health, privacy and confidentiality regulations and law in respect to information within this web service.
- c. You will not pass on your username or password to unauthorized people

### 5. SmartDentist Warranties and Indemnities

#### a. Use of information:

- i. The various guidelines and documents provided to SmartDentist subscribers have their own disclaimers and as per those disclaimers, SmartDentist provides no warranty that the information contained in any of the documents is correct or complete.
- ii. All of these infection control guidelines, including 'the manual', are necessarily general and are not intended to be a substitute for a health professional's judgment in each case. The directors and/or employees of SmartDentist shall not be liable for any loss whatsoever whether due to negligence or otherwise arising from the use of or reliance on these documents.
- iii. It is possible that these documents may change over time. SmartDentist shall, as soon as practicable, provide an update to subscribers for any of these documents that may change over time. This will be included as part of the annual subscription fee. Subscribers to SmartDentist shall be notified electronically in the case of any significant changes.
- iv. SmartDentist shall endeavour to remain aware of new requirements and legislation but shall not be liable for any loss in any way for information which is in variance with SmartDentist documentation including manuals and forms and first-aid or medical advice.
- v. SmartDentist shall not be liable for any loss due to deficiencies in information supplied.

#### b. Continuous Professional Development

- i. SmartDentist encourages the use of other CPD to broaden dentists knowledge and skills.
- ii. SmartDentist provides no warranty as to the accuracy or authenticity of any external CPD training recorded by subscribers.

#### c. Staff induction manual, forms and other training

- i. The directors and/or employees of SmartDentist shall not be liable for any loss whatsoever whether due to negligence or otherwise arising from the use of or reliance on these or any other facilities, content or documents provided to SmartDentist subscribers.
  - d. We do not warrant that:
    - i. the services provided under this agreement will be uninterrupted or error free;
    - ii. the services will meet your requirements, other than as expressly set out in this agreement; or
    - iii. the web site will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the services or systems of DHost.
    - iv. Except as expressly provided to the contrary in this agreement, we exclude all liability for indirect and consequential loss or damage of any kind, loss or corruption of data, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement and/or its subject matter.
  - e. SmartDentist is not an ADA endorsed product.

## 6. Suspension and Termination of Service

- a. Web hosting
  - i. The web site hosting company may from time to time without notice suspend the Service or disconnect or deny your access to the Service:
  - ii. during any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable; or
- b. You may close your account with SmartDentist by providing notice to SmartDentist in accordance with the methods set out below.
  - i. by letter or fax on company letterhead (if applicable) and signed by you or an authorised person; or
  - ii. by email to [accounts@smartdentist.com.au](mailto:accounts@smartdentist.com.au)
- c. If your account is closed or ceases to be financial we will delete all Customer Data from any storage media.

## 7. Money back guarantee

- a. If you are not satisfied with the quality of the service received in respect to SmartDentist, you may cancel your subscription within 14 days of commencement and request a refund for the services fees ("Money Back Guarantee").
- b. Excluded from the Money Back Guarantee are: Credit card service fees