

Magentus Practice Management MSA FAQs

On 15 November 2023, we announced updates to our [Master Services Agreement \(MSA\)](#). Accordingly, here are some FAQs and their answers that can help guide you when reading our new MSA. Capitalised terms in the FAQs have the same meaning as they do in the MSA. All clause references in these FAQs are references to clauses in the MSA.

We have also updated our [Privacy Policy](#).

1 When will/did the November 2023 MSA updates become effective?

The November 2023 MSA updates will become/became effective on 15 December 2023 for all our existing customers who were on the previous version of the MSA as at 15 November 2023.

2 Why are we updating / did we update our MSA in November 2023?

The changes in the MSA were made to reflect us becoming part of the Magentus Group of companies back in January 2022, our recent change in name to Magentus Practice Management Pty Ltd, to improve clarity, make some provisions more balanced as between us and our customers (e.g. the limitation of liability clause now applies mutually), and to take into account product improvement, integration and development steps we are taking to, amongst other things, evaluate, improve and develop our products and services (including healthcare digital products and services).

3 What are the key updates in the November 2023 MSA?

- a) Our name has been updated from Genie Solutions Pty Ltd to Magentus Practice Management Pty Ltd. Please note that our ABN and ACN remains the same (clause 1), and if you are an existing customer of ours, our legal contract with you under the MSA remains in full force and effect, but with the updated terms on and from 15 December 2023.
- b) "Advanced Extras" are now called "Add Ons".
- c) Clarified the Practice's responsibilities in relation to its Users (e.g. to disable access to the Software for any person that is no longer a Staff member), its use of the Software and Practice Material (clause 4).
- d) Clarified your and our responsibilities in relation to security (e.g. we are responsible for our servers and/or systems that host the Software, but the Practice is responsible for the security of User Credentials, devices and/or internet connections used to access the Software etc) (clause 4.5).
- e) Clarified that we hold Intellectual Property Rights in Our Material and you hold Intellectual Property Rights in Practice Material, and that you have all necessary consents and authorisations required in order to provide and licence the Practice Material to us for Use in accordance with the MSA (clause 8, and clause 8.3 in particular).
- f) Clarified how we may Use Practice Material and De-identified Data (clause 8.4).
- g) Included further detail on actions required if you or we become aware of or suspect that there has been a possible Data Breach to reflect best practice - the party that

becomes aware must promptly notify the other, we must cooperate with each other to investigate, provide information reasonably requested by the other, comply with any reasonable directions of the other, and the party with the closest relationship with any affected individuals must make any required notifications (clause 9.2).

- h) Updated the clauses relating to termination, including:
 - o Updates to your rights if we amend the MSA (clause 15.1) or adjust our fees (clause 7.5). As before, we must give you at least 30-days' notice of any amendments to the MSA or fee adjustments. Under the updated terms, you may notify us of any objections you have and we will then work with you to try to alleviate your concerns. If we can't alleviate any such concerns, then you may notify us that you wish to cease using our Software and terminate the MSA. If this happens, then any upfront fees that you have already paid to us will not be refunded but you may nominate a Transition Out Period of no more than 6 months. During the Transition Out Period, the pre-amendment terms or pre-increase fees will apply.
 - o Clarifying that if we terminate for convenience, we will refund any Software Fees paid to us in advance, but in all other cases we will retain such fees (clause 11.5(b)).
 - o Explaining what happens in relation to Practice Data if the MSA is terminated (clause 11.6).
 - o Clarifying the circumstances where we may suspend access to the Software (e.g. where Practice Material may not be legal, where we need to do planned maintenance or upgrades). See clauses 4.2(b), 5.3, 8.2(b)(iii) and 11.7.
- i) Clarified that Practices must not use the Software as a diagnostic or advisory service, or use/access Gentu from outside of Australia without our prior approval (clause 12(a)). Please also see our [Knowledge Base article on Overseas Access Requests](#) in respect of access to Gentu from outside Australia.
- j) Included clauses relating to the functionality in the Software relating to SMSs and similar messages (clause 13.3).
- k) Made the limitations of liability mutual so that they apply in favour of our customers as well as us (e.g. neither you nor we will be liable to the other for Consequential Loss - see clause 14).
- l) Included a clause that will apply if any of customers are structured as a trust (clause 15.9).
- m) In relation to our Genie product, clarified that if we give a Practice notice that we will no longer maintain or support a superseded version of the software, the clauses relating to amendments to the MSA (summarised in paragraph 3(h) above) will apply to that Practice (clause 17.3(c)).

4 When was the MSA last updated before November 2023?

Before the November 2023 update, the MSA was last updated in June 2021. The changes in the MSA made in 2021 were largely made to reflect advances in technology which meant that some of our products and services required the use of cloud-based infrastructure and other third party applications that weren't considered in our original arrangements with our customers.

5 What has changed in our MSA with respect to data?

The June 2021 changes under the MSA were intended to reflect the new environment in which we operate with our cloud platform and the new technologies we offer. In the 2021 amendments, you granted us the ability to:

- a) use your data in order to provide our software and services to you, including the transfer, storage and processing of it on our secure Australian based cloud infrastructure and platforms; and
- b) use the raw data you provide, to create De-identified Data on your behalf (in accordance with industry standards), where there is no reasonable likelihood of reidentification. Under the MSA, you granted us a licence to use such raw data in our cloud infrastructure, De-identified Data and User Analytics for certain "Approved Purposes". This included to perform our obligations under the MSA, evaluate, improve and develop our products and services, to provide our customers with best practice data, services, advice, and support services. See clause 8.4 and definition of "Approved Purposes" for full details.

As part of the November 2023 updates, we have:

- c) Made it clearer that the De-identified Data licence includes using information of your Practitioners to create such De-identified Data.
- d) Updated the "Approved Purposes" to provide more detail on the type of product and services improvements and developments we may work on (i.e. healthcare digital products and services), and include any other purpose that your Practice may expressly consent to on its own behalf or its Practitioners' behalf (see further information in paragraph 9 below).
- e) Clarified that any Practice Material on our Australian-based cloud infrastructure may be used to create De-Identified Data and may also be used for the Approved Purposes (clause 8.4(b)).

6 What data is included in User Analytics?

The November 2023 MSA updates clarify that User Analytics is part of Our Material. User Analytics data includes information about what aspects of our products customers are using. For example, if the appointment book is accessed, that access is recorded in analytics. User Analytics does not include any Personal Information or Sensitive Information. It contains information that relates to Practice and User interaction with our products. This information forms an important data point for features and functionality that are developed or improved based upon "real world" usage. No information to link the usage information to individual users is recorded.

7 What De-identified Data might we use to improve or develop our products?

- a) We may use De-identified Data for purposes of, amongst other things, aiding the prioritisation of product features and functions. This could include volume based information (for example, number of appointments created or the numbers of claims processed) created by customers across products.

- b) The De-identified Data that we may use as part of these processes by its very nature does not include any personal information or sensitive information.
- c) As part of the November 2023 updates, we have clarified the type of product and services improvements and developments we may work on (see paragraph 5(d) above).

8 Do we provide Practice Data to other people?

In order to provide our products and services to you, some third parties that we work or partner with (e.g. Medicare Online, or our Add On partners) may need to access and/or process some of your Practice Data. For example, we may need to transmit data including eligible claims to Medicare Online via an Australian Government Provider Digital Access account, or our Add On partners may access some of your Practice Data such as your contact details to contact you regarding Add Ons, and/or facilitate your use or installation of the Add On product for which your Practice has subscribed. We may also use de-identified Practice Data for any Approved Purposes as defined in our MSA, including to perform our obligations under the MSA, evaluate, improve and develop our products and services, to provide you with the best practice data, services, advice, support services and as further specified in our [Privacy Policy](#). We must adhere to good industry practice in relation to data security and the prevention of data loss as specified in clause 5.2 of our MSA. Our information security management system is also certified compliant with ISO/IEC 27001: 2013 (international standard for information security management systems and their requirements).

9 What are examples of Approved Purposes that De-identified Data may be used for?

De-identified Data that describes how healthcare is delivered in the “real world” plays an important role in improving patient outcomes by many parts of the healthcare sector. Magentus is committed to transforming healthcare through a range of applications that benefit from, or require, the use of De-identified Data. These applications are referred to in the MSA as part of “Approved Purposes” and some are outlined below as examples, whilst others remain to be discovered. In any case, the use of De-identified Data by Magentus, or other members of the healthcare sector, will be clearly communicated to your Practice when appropriate, and our actions will be transparent. A few examples of Approved Purposes are:

- a) Providing summarised information and alerts to a Practice about their patients.
- b) Characterising patient populations by disease prevalence and treatment types.
- c) Understanding patient pathways, identifying trends and predicting future patterns.
- d) Analysing data to improve the efficiency of clinical trials and market access initiatives.

10 Do I have to sign or otherwise action the new MSA for it to apply?

If you are an existing customer, you do not need to sign anything - the updated terms will simply apply on and from 15 December 2023.

If you are a new customer of ours, you will typically be asked to accept and sign a Quotation document which includes a reference and link to the MSA.

If you have any issues with the updated MSA, we will honour the updated terms relating to amendments in clause 15.1 of the updated MSA, summarised in paragraph 3(h) above.

Please reach out at pmlegal@magentus.com with any questions or issues.

11 What happens if I do choose to opt out of cloud transfer?

If you're using the Genie product and you elect to opt out of cloud transfer, storage and processing of data (clause 8.4(b)(ii) of the updated MSA), you will be unable to use Australian Government Online Services (includes Medicare web services) and any of our Add On products, including Online Patient Registration, Specialist Bookings powered by HotDoc and Patient Payments powered by Ezidebit. Please be aware that if you're using the Genie product and you choose to opt out of cloud transfer, this may impact our ability to provide support and software enhancement services (such as troubleshooting or prioritisation of new features or services), without further consents being required.

If you're using the Gentu product, you will not be able to use Gentu if you opt out of cloud transfer, storage and processing of data since Gentu is a cloud-based product.

12 Who is the authorised representative at my practice?

An authorised representative is someone with the authority to enter into contracts and legally bind the Practice. Depending on the circumstances within your practice, it could be the owner, founder, director, CEO, general manager, or a senior practitioner of the practice, or a partner (if the practice is a partnership), or someone of similar authority. If you are unsure as to whether you are an authorised representative of the practice, we suggest you check with the owner of the Practice.

13 What are the key updates in the November 2023 version of our Privacy Policy?

- a) Our name has been updated from Genie Solutions Pty Ltd to Magentus Practice Management Pty Ltd.
- b) Overall changes to make the Privacy Policy clearer and easier to understand.
- c) Clarify the more limited way in which we process Patient Data (compared to other types of personal information).

14 What if I have other questions?

If you have any other questions about the updates to our MSA or Privacy Policy that were announced on 15 November 2023 and which have not been addressed in these FAQs, please reach out to pmlegal@magentus.com in the first instance.

FAQs last updated: 12 December 2023