

The Glossary

1. DEFINITIONS AND INTERPRETATION

Additional Expenses means any fees, expenses, duties, taxes and disbursements that We incur in supplying the Services, including, third-party services, cancellation fees, administration and account keeping fees, merchant fees and surcharges, at amounts and rates advised by Us from time-to-time.

Credit Account means the approved commercial account You have with Us to purchase Services on credit pursuant to these Terms, or the number of trading days listed on Our invoice.

Customer means any person or entity placing an Order with Us for the purchase of Services pursuant to these Terms (also referred to as "You" and "Your").

Due Date means the date listed on Our invoice for Your payment of the Services.

Force Majeure means something outside a party's reasonable control, including war, strikes, lockouts and lockdowns, epidemics and pandemics, industrial disputes or civil unrest, government restrictions or intervention, transport delays, fire, act of God, storm, flood, theft and vandalism.

Insolvency Event means any circumstances where We reasonably believe that You are unable to pay Your debts as and when they fall due or You have suffered a material adverse change in Your financial circumstances.

Loss means any claim, demand, cause of action, loss and damage, liability, costs (including legal costs on an indemnity basis), expenses (including any GST payable) and is not limited by the Losses which were contemplated by the parties at the time of entering into these Terms.

Order means Your request for Us to supply Services.

PPSA means:

- (a) the *Personal Property Securities Act 2009* (Cth) (**PPS Act**) and any regulation made at any time under the PPS Act (each as amended from time to time); and
- (b) any amendment made at any time to any other legislation as a consequence of the PPS Act.

Quote means Our written description and price of the Services to be supplied to You, which is valid for 30 days.

Services means the Digital Employee Experience Consulting services and other services that We provide to You pursuant to any Quote, Order and/or these Terms.

Supplier means the entity or entities specified in these Terms as supplying Services to You (also referred to as "Us", "We" and "Our").

Website means www.exevolve.com.au as redirected from time to time.

In these Terms:

- (a) a reference to 'Terms' means these Terms and Conditions of Business;
- (b) a Business Day is any day except Saturday, Sunday or a public holiday in the location where the Services are being supplied;

- (c) a reference to writing includes email and any communication through Our website;
- (d) a reference to a clause or paragraph is a reference to these Terms;
- (e) a reference to a party to these Terms or any other document or arrangement includes that party's associated, related, subsidiary and parent companies, executors, administrators, successors and permitted assigns;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) headings and any explanatory notes and paragraphs are for ease of reference only and do not affect the meaning or interpretation of these Terms;
- (h) a reference to 'including' does not convey any limitation and should be interpreted as if the word 'without limitation' also appear; and
- (i) if these Terms require something to be done on a day that is not a Business Day (for example, payment or notice), then it must be done on the preceding Business Day.

About these Terms

2. THIS AGREEMENT AND OUR RELATIONSHIPS

- (a) The entire agreement between the parties for all Services that We supply to You is comprised of these Terms and any special conditions listed on any Quote or Order. Unless the parties otherwise agree in writing, these Terms apply to the extent of any inconsistency between documents.
- (b) You warrant that You have obtained all the necessary authorisations to enter into and perform the agreement created by these Terms. You warrant that any person signing these Terms or instructing Us as to the Services has Your authority and power to do so.
- (c) You accept these Terms by signing and returning a copy of them to Us or by other conduct, for example by verbal acceptance, submitting an Order or instructing Us to supply the Services.
- (d) You engage Us to provide Services strictly as an independent contractor. We are not engaged as Your employee, partner, agent, joint venture or franchisee, nor is any other person working at Our direction.
- (e) These Terms are interpreted according to the laws of the State or Territory as We may reasonably determine. Proceedings by either party may be commenced and/or continued in the State or Territory We determine in Our sole discretion. If We do not make any determination, You consent to any proceedings being commenced and heard by a Court in the State of New South Wales applying the laws of that State.

3. CHANGES AND UPDATES TO THESE TERMS

- (a) You acknowledge and agree that We may update or alter our standard terms and conditions of business from time-to-time.
- (b) We will provide You with 7 days' written notice of any proposed updates or variations to these Terms. Any such updated or varied Terms will apply to all Orders placed after the date of the notice, unless You object in writing within the notice period. If You object to Our updated Terms, You may exercise Your termination rights stipulated by these Terms and We may choose not to accept any new Orders from You until You accept Our updated Terms.

Duly signed and accepted in full on behalf of _____

Signature _____ Name _____ Position _____ Date _____

- (c) Any variation that You request to the Terms or the Services is subject to Our consent (which will not be unreasonably withheld) and must be given in writing by a duly authorised officer.
- (d) All changes or variation to the agreement between the parties for supply of Services must be in writing.
- (e) You must notify Us in writing of any material change to Your organisation, including a change of director, bank account details or change of address.
- (f) The parties may only assign or transfer all or any of their title, estate, interest, benefit, rights, duties and obligations in these Terms to any person with the other parties' written consent and provided that the assignee agrees to assume any of Our duties and obligations owed to You in these Terms.
- (g) You must not charge, encumber or otherwise deal with any of Your rights and obligations under these Terms without Our prior written consent.

How to Purchase Our Services

4. PRICES, QUOTATIONS AND ORDERS

- (a) We may issue a Quote to You, but a Quote is not an offer by Us to supply Services to You.
- (b) We may vary or cancel any Quote before a corresponding Order is accepted.
- (c) You may purchase Services by placing an Order with Us in writing. You warrant that the person who places the Order is authorised by You to do so.
- (d) We may accept or decline any Order by notifying You in writing or by supplying the Services to You.
- (e) We may ask You to pay a deposit for an Order in any amount that We advise from time-to-time. We are not required to accept Your Order until payment of the deposit has been made. The balance of the Order must be paid as We direct.
- (f) You may cancel an Order:
 - i) Without penalty at any time before We have accepted or processed the Order;
 - ii) By providing Us with at least 48 hours' written notice and paying a cancellation fee for any Orders that We have already accepted or commenced supplying the Services.
- (g) Unless the parties otherwise agree in writing, the price You must pay for Services is Our rates list that is current at the time You place Your Order and/or Our invoice for the Services.
- (h) We may impose Additional Expenses that We incur in providing the Services.
- (i) Our rates lists are subject to change from time-to-time.
- (j) We may change the price of Services supplied under these Terms by giving You 14 days' written notice.
- (k) Unless You provide Us with a written objection within the notice period, the updated prices for Our Services will apply to all Orders listed in the notice or submitted after expiry of the notice period.
- (l) You agree to keep all rates and pricing information confidential.

Getting the Services to You

5. SUPPLY AND DELIVERY

- (a) The Services are provided to You with all due skill and care in accordance with Our professional standards.
- (b) With Your prior consent, We may appoint an agent or subcontractor to perform Our obligations of these Terms at any time.
- (c) Unless the parties otherwise agree in writing, to facilitate the supply of Our Services, You must provide all resources that We reasonably require, including but not limited to accurate and complete instructions, files and records, management systems and people with the relevant authority that We reasonably require;
- (d) You acknowledge and agree that:

- i) The Services are limited to the particular project, solution, tasks, activities, consultation or other scope of work that We have agreed to carry out;
 - ii) The Services provided are based on information that is available to Us at the time. We are entitled to rely on the accuracy and completeness of the information that You provide to Us for the Services; and
 - iii) You must promptly notify Us of any change in information that may have a material impact on the Services or if anything occurs after information is provided to Us which renders such information incorrect or inaccurate.
- (e) We will endeavour to supply that Services at the time you need, but if We fail to deliver within a specified time due to factors beyond Our control or Your acts or omissions, You are not allowed to cancel Your Order or refuse to pay.

How to Pay for Our Services

6. CREDIT ACCOUNTS

- (a) You may apply for a Credit Account with Us to purchase Services.
- (b) We have no obligation to provide or continue to provide credit facilities to You. You are not entitled to credit facilities until You receive an approved Credit Account with Us.
- (c) A Credit Account must only be used by You, which means it cannot be assigned, transferred or made available for use by any other entity or person (including by a subsequent purchaser of You) without Our prior written consent.
- (d) You authorise Us to debit Your Credit Account with the price of Services supplied to You and all other amounts owed by You to Us (including any Additional Expenses).
- (e) We may apply any payments You make to Us towards any debt You owe Us. We may also set-off any credit amount that We owe to You against any debt owed to Us by You.
- (f) Any credit limit placed on Your Credit Account is for Our administrative purposes only and does not constitute a term of this or any other contract You have with Us.
- (g) If You exceed the credit limit placed on Your Credit Account, We may require You to make immediate payment on Your Credit Account to return Your Credit Account to the credit limit before placing any further Orders.

7. PAYMENT

- (a) Unless the parties otherwise agree in writing, You must pay for Services on or before the Due Date.
- (b) All amounts payable by You for Services are exclusive of GST (unless expressly stated otherwise).
- (c) You must pay Us GST imposed on any supply of Services made under these Terms. Payment of any GST must be made at the same time as payment for the Services.
- (d) Payment must be made in a method that is approved by Us. There may be Additional Expenses associated with Your chosen payment method.
- (e) We may request payment of Services by instalments or progress claims.
- (f) We may issue Our invoice for Services and require payment prior to releasing any testing results or final reports.
- (g) If You believe You have a set-off or claim against Us (including any query, dispute or claim), You cannot withhold any payment on that basis without Our prior written consent.
- (h) If You do not pay for Services by the Due Date, We may:
 - i) Charge You interest on all overdue accounts a rate which is 4% higher than the cash rate last published by the Reserve Bank of Australia as at the Due Date, calculated and payable daily and compounded from the due date until the invoice is paid in full. The parties agree that this interest charge is not a penalty, but a

- ii) true measure of damages incurred by Us;
 - iii) Require You to pay cash on delivery of any further Services;
 - iv) Suspend or cease supplying Services to You;
 - v) Demand Your immediate payment of all outstanding monies on Your account whether or not the Due Date has passed;
 - vi) Charge You a reasonable fee if any payment is dishonoured or returned by Your financial provider (or where we are otherwise unable to process any payment from Your financial provider);
 - vii) Credit any payments received from You first against any interest charges and costs and all such charges will be payable on demand; and
 - viii) Preclude You from participating in any special deals, discounts, bonus payments redemptions, rebates and all other incentive programs until Your account is no longer overdue.
- (i) Time is of the essence in relation to this section 7. This section 7 survives expiry or termination of these Terms.

Managing Issues That Arise

8. RISK AND OWNERSHIP

- (a) Unless the parties otherwise agree in writing, all risk in the Services passes to You when the Services are complete (as determined in Our reasonable discretion).
- (b) We retain title and intellectual property rights (whether in copyright, patent, goodwill, moral right or trademark) in any designs, drawings and reports created for You for the purpose of the Services. Our intellectual property rights in any such designs, drawings and reports are licensed non-exclusively for Your benefit and may be used by You solely for the purpose stated in the Quote or Order.

Making Sure We Get Paid

9. LIEN OVER DOCUMENTS

- (a) To secure payment of all monies You owe Us for the supply of Services, We may retain all reports and other documents that We possess until You pay for the Services and any Additional Expenses (**Lien**).
- (b) If We exercise the Lien, You will not have a right to inspect or take copies of the documents subject to the Lien.
- (c) Once the Services and any Additional Expenses have been paid, We may deliver the reports or other documents to You at Your cost or require You to collect them.
- (d) Any waiver or abandonment of the Lien must be communicated by Us expressly and in writing.

10. SECURITY OVER REAL ESTATE

- (a) To secure payment of all monies You owe Us for the supply of Services, You:
 - i) Charge all of Your interest in real and personal property (including all property acquired after the date of these Terms) in favour of Us, whether or not a demand has been made on You ("**Charge**"). This Charge constitutes a General Security Agreement for the purposes of the PPSA;
 - ii) Authorise and consent to Us taking all actions necessary to give effect to the Charge, including the lodgement of a caveat upon any title of Your real property, whether held in Your own right or as trustee of any trust, or any other security document; and
 - iii) Agree to deliver to Us within 7 days of written demand a Memorandum of Mortgage in registrable form. You agree that any amount payable to Us payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Registry Services New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where You have any beneficial interest in real and personal property and as amended appropriately to comply with any formal

- requirements of registration.
- iv) Irrevocably appoint Us and any person nominated by Us severally as Your attorney, with power to execute, sign and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such caveat, mortgage or other security document to effect the Charge granted under this part.

11. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)

General Security Agreement for Services Supplied

- (a) For the purpose of this section, "**Collateral**" means all Your present and after-acquired personal property, including circulating and non-circulating assets. Collateral includes any personal property in respect of which You have at any time, or may in the future have at any time, a sufficient legal or equitable right, title, interest or power to grant a security interest either in Your own right or as trustee of a trust.
- (b) You acknowledge and agree that:
 - i) These Terms constitute a general security agreement ("**General Security Agreement**") for the purposes of the PPSA and create a security interest in Your Collateral and the proceeds of sale of the Collateral to secure payment for the Services supplied ("**Security Interest**");
 - ii) Each supply of Services by Us under these Terms is subject to the General Security Agreement for the purposes of the PPSA; and
 - iii) We may lodge a financing statement on the PPSR in respect of the Security Interest in the Collateral pursuant to these Terms.

Assurances

- (c) You must do all things, provide all information and sign all documents that are necessary and reasonably required to enable Us to acquire a perfected Security Interest in the Collateral including for the purposes of:
 - i) Ensuring that any Security Interest created under, or provided for, by these Terms:
 - a. Attaches to the Collateral that is intended to be covered by that Security Interest; and
 - b. Is enforceable, perfected and otherwise effective; and
 - c. Has the priority required by Us.
 - ii) Enabling Us to prepare and register a financing statement or financing change statement;
 - iii) Enabling Us to register a PMSI pursuant to the PPSA (where applicable);
 - iv) Enabling Us to register an ALLPAAP pursuant to the PPSA (where applicable); and
 - v) Enabling Us to exercise and maintain any of Our rights or powers in connection with any such Security Interest.
- (d) If You dispose of the Collateral, You must:
 - i) Immediately pay any proceeds to Us in reduction of all amounts owing by You to Us, which We may apply towards amounts owing by You to Us in such order as specified by subsection 14(6)(c) of the PPSA, unless otherwise specified by Us in writing; and
 - ii) Not allow any other charge or security interest to exist over those proceeds without Our written consent if that security interest could rank ahead of Our Security Interest.
- (e) If a higher-priority security interest does arise in the Collateral and/or their proceeds of sale despite Your obligations under this section, You must:
 - i) Ensure that You receive cash proceeds for the Collateral of at least equal to the market value of the Collateral; and
 - ii) Immediately pay those proceeds to Us in reduction of all amounts owing by You to Us, which We may apply towards amounts owing by You to Us in such order as We see fit.
- (f) You must not change Your name, structure, status or partnership, or assign or sell Your business to another party, or initiate any change to any registered documentation, or act in any other manner which

would impact on Our registered Security Interest without Our prior written consent. You agree that Your liability under these Terms is not affected by such an event until a new application for credit in Your new entity name as restructured or changed is made and approved by Us in writing.

Exclusion of Notices and Other Obligations

- (g) To the extent permitted by law and for the purposes of sections 115(1) and 115(7) of the PPSA:
 - i) We do not need to comply with sections 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d) or 132(4); and
 - ii) Sections 142 and 143 are excluded;
 - iii) For the purposes of section 115(7) of the PPSA, We do not need to comply with sections 132 and 137(3).
- (h) To the extent permitted by law, You agree to waive:
 - i) Your rights to receive any notice that is required by any provision of the PPSA (including a notice of a verification statement) or any other law before a secured party or a receiver exercises a right, power or remedy; and
 - ii) Any time period that must otherwise lapse under any law before a secured party or a receiver exercises a right, power or remedy.
- (i) If the law that requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

Provision of Information

- (j) You agree not to exercise Your rights to make any request of Us under section 275(6) of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.
- (k) The parties must not disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances where:
 - i) Disclosure is required by sections 275(7)(b) to (e) of the PPSA; and/or
 - ii) We disclose information of a kind mentioned in section 275(1) of the PPSA to the extent that We are not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.
- (l) Notwithstanding the obligations of this section, You shall only authorise the disclosure of information for the purposes of section 275(7)(c) of the PPSA, or request information under section 275(7)(d) of the PPSA, if We approve such disclosure or request for information in writing.
- (m) Nothing in this part prevents any disclosure of information by Us that We believe is reasonably necessary to comply with any other obligations that We may have under the PPSA.

Other

- (n) If You default in the timely performance of any obligation owed to Us, We may enforce the Security Interest by exercising all or any of Our rights under these Terms, the general law and the PPSA.
- (o) Nothing in this part limits or is limited by any other provision of these Terms or any other agreement between the parties.

How We Reduce Risk

12. WARRANTIES AND EXCLUSIONS

- (a) Neither party excludes or limits the application of any statute (including the *Competition and Consumer Act 2010* (Cth) as amended from time to time ("the CCA")), where to do so would contravene that statute or cause any provision of these Terms to be void. Nothing in these Terms modifies or excludes the conditions, warranties, and undertakings and other legal rights under the Act and other laws.
- (b) Except as expressly set out in the CCA, these Terms, or a separate warranty document, We give no warranties or representations under these Terms or in connection with the Services that We supply.

- (c) You acknowledge and agree that:
 - i) You are responsible for ensuring that the Services are suitable for Your intended use. In that regard, You agree that You have not relied on any inducement, representation or statement made by or on behalf of Us in purchasing the Services;
 - ii) No sale under these Terms constitutes a sale by sample. You acknowledge that any sample may vary from the Services that are actually supplied;
 - iii) No sale under these Terms constitutes a sale by description. Any description of Services is by way of identification only; and
 - iv) To the extent permitted by law, all other implied warranties, terms and conditions are excluded.

13. LIMITATION OF LIABILITY

- (a) To the extent permitted by law, and where We consider it to be reasonable and appropriate to do so, We may limit Our liability to You pursuant to these Terms by Our choice of:
 - i) Resupplying the Services; or
 - ii) Paying the cost to supply equivalent Services; or
 - iii) Refunding the price You paid for the Services.
- (c) To the extent permitted by law, Our liability to You for Loss suffered or incurred in relation to these Terms will not exceed the total price of all Services supplied by Us, except for the following types of Loss:
 - i) Personal injury (including sickness and death);
 - ii) Breach of privacy legislation;
 - iii) Breach of intellectual property rights;
 - iv) Breach of confidentiality;
 - v) Statutory liability that cannot be contracted out of;
 - vi) Property damage that is covered by insurance.
- (d) The liability of a party for loss or damage sustained by the other party will be reduced proportionately to the extent that such loss or damage was caused by the other party's failure to comply with its obligations and responsibilities under this agreement or to the extent that the negligence of the other party contributed to such loss or damage, regardless of whether a claim is made by the other party for breach of contract or for negligence.
- (e) We are not liable to You for any loss of profits, loss of sales, loss of market, loss of goodwill or reputation, third party claims, incidental or special damages, indirect or consequential loss of any kind.
- (f) We will not be liable to You for Loss in relation to the Services if:-
 - i) You have not paid for the Services;
 - ii) You have used the Services other than for the purposes for which they were intended, including for an illegal purpose;
 - iii) The Loss arises from any negligence or dishonesty by You.
- (g) Neither party will be liable for any breach of these Terms which is wholly or partly caused by a Force Majeure event. This exclusion does not apply to Your obligation to pay for Services and any Additional Expenses.
- (h) Nothing in these Terms affects the duty of a party to mitigate damages after a breach of these Terms by the other party.

14. INDEMNITIES

- (a) To the extent permitted by law, You indemnify Us against and You must pay Us for any Loss that We suffer or incur as a result of any act or omission by You (or any entity or person that You are responsible for) pursuant to these Terms or in relation to the Services, including but not limited to any breach of these Terms by You, Your negligence or Your failure to perform the obligations in these Terms.
- (b) Specifically, You must indemnify Us against and pay Us for (or Our agents, employees or contractors):
 - i) All reasonable legal costs which We incur as a result of any breach, act or omission by You under these Terms. This includes, but is not limited to, legal or mercantile agent fees on an indemnity basis in the recovery or attempted recovery of any overdue amount for Services and any action taken to secure the charge;

- ii) Any stamp duty or other government rates, taxes (including GST) or charges levied on or in connection with any Credit Account or supply of Services;
 - iii) All costs associated with the registration, maintenance and withdrawal of any Security Interest created under these Terms;
 - iv) Any Loss that We incur by relying on information provided by You or on Your behalf which is inaccurate, incomplete or misleading, or Your failure to provide Us with relevant and accurate information.
- (c) This indemnity does not apply to the extent that Loss is caused by Us, including Our breach of these Terms or negligence.
- (d) This indemnity is a continuing obligation which is separate and independent from your other obligations under these Terms or at law and this indemnity survives termination of these Terms..

Ending Our Agreement

15. DISPUTE RESOLUTION

- (a) If the parties have a dispute in relation to the Services or these Terms, then the parties must follow this dispute resolution procedure:
- i) The disputing party must give the other party written notification of the dispute;
 - ii) On receipt of a dispute notice issued in accordance with this section, the parties must:
 1. Refer the dispute to its respective senior management;
 2. Each party's senior management representatives must endeavour to resolve the dispute within 30 days of the date of the dispute notice (or such other period as agreed between the parties in writing);
- (b) If the dispute has not been resolved by senior management representatives of each party within 30 days of the dispute notice (or such other period as agreed in writing), then either party **may** (but is not required to) elect to resolve the dispute by mediation via the Australian Disputes Centre (**ADC**) before commencing arbitration or litigation. Any ADC mediation must be conducted in accordance with the ADC Guidelines for Commercial Mediation which operate at the time the matter is referred to ADC. The ADC Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. This paragraph survives termination of these Terms;
- (c) Either party must not commence legal proceedings (except proceedings seeking interlocutory relief) about the dispute unless and until the dispute has been referred for resolution under these Terms and to the extent that this dispute resolution procedure has been completed;
- (d) Either party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute, pending the completion or termination of the procedure set out in this section;
- (e) The parties must continue to perform their respective obligations under these Terms, even if a dispute exists;
- (f) The parties must keep all information relating to any dispute confidential for the purposes of dispute resolution, unless otherwise required by law or at the direction of a court of competent jurisdiction. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.

16. TERMINATION

- (a) By giving You written notice, We can:
- i) Suspend or cancel supply of Services (including a current Order);
 - ii) Suspend or terminate Your Credit Account, if You have one;
 - iii) Require immediate payment of the balance of any invoices or any other amounts due and payable whether or not the Due Date has expired;

- iv) Register a default with any credit reporting agency, where applicable;
 - v) Suspend or terminate the contract created by these Terms (collectively "**Our Termination Rights**").
- (b) We can exercise Our Termination Rights immediately when:
- i) You have not paid Our invoice (including any Additional Expenses) by the Due Date;
 - iii) You allow distress to be levied or a judgment, order or security to be enforced, or to become enforceable against Your property including under the PPSA;
 - iv) You engage in illegal activity related to the Services;
 - v) You engage in conduct which, in Our reasonable opinion, may damage Our goodwill or reputation;
 - vi) An Insolvency Event occurs.
- (c) In all other situations, either party may terminate these Terms:
- i) Immediately by written notice if the other party is in breach of a material clause of these Terms and the breach is not rectified within 3 days of the termination notice; or
 - ii) Without cause by giving the other party 14 days' written notice.
- (d) When these Terms are terminated, either party may pursue any additional or alternative remedies provided by law.

Other Information

17. PRIVACY

- (a) We may collect personal and credit information in Our dealings with You (or any of Your guarantors) in accordance with Our Privacy Policy pursuant to the *Privacy (Credit Reporting) Code 2014*, the *Privacy Act 1988* (Cth), the *Privacy (Enhancing Privacy Protections) Act 2012* (Cth), and the Australian Privacy Principles. You consent to that information being collected. You can obtain a copy of Our Privacy Policy by contacting Us in writing.

18. GENERAL

- (a) Any clauses which are expressed to or are, by their nature, intended to survive expiry or termination of these Terms will survive expiry or termination of these Terms for any reason.
- (b) A failure to exercise or a delay in exercising any right, power or remedy under these Terms does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (c) If any part of these Terms becomes void or unenforceable for any reason, then that part will be severed and, to the extent possible, all remaining parts continue with full force and effect without being affected by the severance of any other parts.
- (d) These Terms may be executed in any number of counterparts, each of which when executed and delivered constitutes a duplicate original, but all counterparts together constitute one agreement.
- (e) In addition to any other method of service provided by law, a notice may be sent by prepaid post, facsimile, email or courier to the address of a party as that address set out in the Contract or subsequently notified. A notice has no legal effect unless it is in writing.
- (f) A notice is deemed to have been delivered and received on the day if by hand, courier, email or fax, or otherwise on the second business day after posting.
- (g) You agree to receive invoices via email.
- (h) You agree that email communications from Us to You constitute an "electronic communication" within the meaning of the *Electronic Transactions Act 2009* ("ETA").
- (i) You agree that the receipt and service of notices via email is "an information system for the purpose of receiving electronic communications" within the meaning of the ETA.
- (j) You agree that evidence of the "dispatch" (within the meaning of the

Act) by Us of an email is also prima facie evidence of the "receipt" of the email by You within the meaning of the ETA. Unless the contrary is proven the time of receipt will be deemed to be twenty (20) seconds after the time of the "dispatch" of the email.

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