

**CurrencyVue**

CURRENCY TECHNOLOGIES PTY LTD ABN 35 607 894 495

**TERMS OF SERVICE**

## TERMS OF SERVICE

### INTRODUCTION

1. CurrencyVue is an online foreign exchange management service.
2. CurrencyVue does not enable you to buy or sell currency through CurrencyVue, although you may integrate financial transactions with Third Party Services within CurrencyVue.
3. Each User must accept these Terms of Service to use CurrencyVue.
4. CurrencyVue treats the confidentiality of our Customer's information seriously, and handles all personal information in accordance with Australian privacy laws. Simply, we protect our Customers' information, not exploit it.

### DEFINITIONS

The following terms are used regularly throughout these Terms of Service and have a particular meaning:

- (a) **ABN** means Australian Business Number.
- (b) **ACN** means Australian Company Number.
- (c) **Account** means a registered Customer account within CurrencyVue.
- (d) **Authorised User** means any registered user of CurrencyVue authorised to the Customer's Account.
- (e) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne, Australia.
- (f) **Company** means Currency Technologies Pty Ltd ABN 70 600 783 720.
- (g) **Confidential Information** means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of either party, including, without limitation:
  - i all technical or non-technical data, formulae, patterns, programs, devices, methods, techniques, plans, drawings, models and processes, source and object code, software and computer records;
  - ii all business and marketing plans and projections, details of agreements and arrangements with third parties, and User and supplier information and lists;
  - iii all financial information, pricing schedules and structures, product margins, remuneration details and investment outlays;
  - iv all information concerning any employee, customer, contractor, supplier or agent of the relevant party;
  - v the party's policies and procedures; and
  - vi all information contained in this document,but excludes information that the other party can establish:

vii Is known by or is in the other party's possession or control other than through a breach of this document and is not subject to any obligation of confidence; or

viii Is in the public domain other than by a breach of this document or any obligations of confidence.

(h) **Confidential Information** means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of either party, including, without limitation:

i all technical or non-technical data, formulae, patterns, programs, devices, methods, techniques, plans, drawings, models and processes, source and object code, software and computer records;

ii all business and marketing plans and projections, details of agreements and arrangements with third parties, and User and supplier information and lists;

iii all financial information, pricing schedules and structures, product margins, remuneration details and investment outlays;

iv all information concerning any employee, customer, contractor, supplier or agent of the relevant party;

v the party's policies and procedures; and

vi all information contained in this document,

but excludes information that the other party can establish:

vii Is known by or is in the other party's possession or control other than through a breach of this document and is not subject to any obligation of confidence; or

viii Is in the public domain other than by a breach of this document or any obligations of confidence.

(i) **CurrencyVue** means the Company's suite of tools, applications and services, known together as "CurrencyVue", licensed to the Customer under these Terms of Service.

(j) **Customer** means the entity that CurrencyVue is licensed to under these Terms of Service (which if in doubt shall be the named Account holder).

(k) **Customer Data** means all information, data, code, documents and other such materials that belong to the Customer.

(l) **Fee** means any fees payable to the Company for access to or use of CurrencyVue.

(m) **Force Majeure** means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

i Act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, adverse weather conditions;

ii Act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;

- iii The effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and
  - iv Embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage.
- (n) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (o) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property;
- (p) **Intellectual Property Rights** means, for the duration of the rights in any part of the world, any Moral Rights, industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.
- (q) **Moral Rights** means:
- i Moral rights pursuant to the *Copyright Act 1968* (Cth);
  - ii Or any rights analogous to the rights set out in Article 6bis of the *Berne Convention for Protection of Literary and Artistic Works 1886* (as amended from time to time).
- (r) **Privacy Act** means the *Privacy Act 1989* (Cth).
- (s) **Privacy Policy** means the Company's privacy policy as updated from time-to-time, accessible from here: <http://www.currencyvue.com/privacy-policy>.
- (t) **Site** means the website found at <http://www.currencyvue.com>.
- (u) **Subscription Fee** means the either the monthly or annual fee charged for access to and use of CurrencyVue.
- (v) **Third Party Data** means any data provided into CurrencyVue through a Third Party Service by the operator of that Third Party Service.
- (w) **Third Party Services** means any of the Customer's third party service account connected to and/or integrated with CurrencyVue.
- (x) **Tax Invoice** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (y) **User** means either or both of a Customer and an Authorised User, as the use of the term in its context implies.

## 1 AGREEMENT

- 1.1 The licence granted under these Terms of Service shall be ongoing until terminated in accordance with the terms of these Terms of Service.
- 1.2 The User agrees:
- (a) To use CurrencyVue in accordance with the terms of these Terms of Service; and

- (b) If creating a Customer Account, that it is authorised to establish, maintain and pay for the Account for the Customer.

1.3 The Customer agrees:

- (a) To pay the Fees in accordance with the pricing on the Site from time-to-time as and when they fall due, and for each Authorised User it authorises on its Account (if applicable); and
- (b) That it is responsible for the conduct of each Authorised User it authorises, who each must enter into and comply with these Terms of Service.

1.4 The Customer may terminate these Terms of Service by written notice and cease using CurrencyVue. No pro-rata refunds are offered for terminated accounts. The Company may terminate these Terms of Service on no less than 14 days' written notice to the Customer, and access shall terminate at the end of the Customer's billing cycle active at the expiry of that notice period.

1.5 Unless otherwise specified in writing, the User agrees and acknowledges that the Company does not providing a financial product or service (as defined in the Corporations Act) through Currency Vue,, and indemnifies CurrencyVue from all claims made against the Company by the User in respect of such.

1.6 Notwithstanding clause 1.5, where a User is able to access a financial product or service from via Third Party Service, the User agrees and acknowledges it must comply with clause 3 in respect of accessing that Third Party Service, and indemnifies the Company from all claims made against the Company in respect of the User's use of the Third Party Service.

## **2 USING CURRENCYVUE**

2.1 To access CurrencyVue, each User must register with CurrencyVue (either as a Customer or as an Authorised User, as the case may be) with a valid email address.

2.2 The Company provides instructional documentation on the Site and within CurrencyVue to assist Users with CurrencyVue. This documentation shall be updated from time-to-time. CurrencyVue also provides user support services.

2.3 CurrencyVue may allow a User to:

- (a) Create and manage a Customer Account;
- (b) Create and manage an Authorised User account;
- (c) Integrate with Third Party Services;
- (d) Grant access to third-parties;
- (e) Upload Customer Data; and
- (f) Generate reports.

2.4 CurrencyVue is accessible to registered Users via login from the Site. To use CurrencyVue, it is necessary that the User has access to CurrencyVue via the internet.

2.5 CurrencyVue:

- (a) Contains the Customer Data that the Customer enters into CurrencyVue;
- (b) Connects the Customer's Account with Third Party Services; and
- (c) Provides the Customer with Account management.

### **3 THIRD PARTY SERVICES**

- 3.1 A User may be required to enter into, or to comply with the terms of, a Third Party agreement with a Third Party Service to access that Third Party Service. Those terms may be supplied to the User within CurrencyVue or directly by the proprietor of the Third Party Service (**Third Party**).
- 3.2 The User is responsible for any and all costs and fees associated with agreements entered into with any such Third Party. If a Third Party cease to make its service available through CurrencyVue or requires the Company to suspend or terminate the provision of all or any part of its services to the User, or if the Company terminates its arrangements with the Third Party, then the Company may suspend or terminate that part of CurrencyVue immediately without notice or further obligation to the User. In the event a separate agreement between the User and the Third party exists, then the User will maintain its primary business relationship with the Third Party outside the operation of CurrencyVue.
- 3.3 The User agrees and acknowledges that no Third party owes the User any duty of care with respect to the operation of CurrencyVue nor do they accept any responsibility for it. If a contract or duty should be held to exist, the Company, as agent for each Third Party and solely for the purpose of the following exclusion, excludes the liability of each Third Party for any of the User's losses which may arise under that contract or duty.
- 3.4 Third Parties do not warrant that the provision of any Third Party Data will be uninterrupted, error free, timely, complete or accurate, nor do any of them make any warranties as to the results to be obtained from use of the same. The User acknowledges that any Third Party Data does not constitute a recommendation to buy or sell financial products of any kind and is provided for informational purposes only. The User expressly agrees that the use of Third Party Data is at the User's own risk. Accordingly, the third party will not in any way be liable to the User or any other entity for any inaccuracies, errors, omissions, delays, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Third Party Data contained in Currencyvue Application.
- 3.5 In addition to the above:
  - (a) CurrencyVue connects to and integrates with many Third Party Services.
  - (b) CurrencyVue cannot warrant the ongoing availability or efficacy of any Third Party Services.
  - (c) The User authorises the Company to access the Customer Data in any Third Party Services enabled by the User.
  - (d) The User must comply with the terms of use of any Third Party Service, and in no way will the Company be liable for any breach of such terms by the User's connection of CurrencyVue to a Third Party Service.
  - (e) Third party components of CurrencyVue may be subject to separate agreements entered into between the User and the third party. To the limited extent a third party agreement expressly supersedes these Terms of Service, then such third party agreement governs the Customer's use of that third party component.

- (f) Where Third party data provided includes User data, then the provision of such User Data by the third Party within CurrencyVue is done so in accordance with a separate agreement entered into between the User and the third party, where such agreement involved the User acknowledging how their User data is collected, used, and disclosed.

#### **4 DEPENDENCIES**

The User agrees and acknowledges that:

- (a) CurrencyVue has third party dependencies which may affect its availability, including without limitation:
  - i Third Party Services;
  - ii Foreign exchange information services;
  - iii Banks;
  - iv Financial Institutions;
  - v Enterprise Resource Planning Services;
  - vi Infrastructure providers;
  - vii Email service providers; and
- (b) The Company has no means of controlling the availability of such dependencies, although each of those services has a robust operating standard suitable for commercial dependency.

#### **5 PAYING FOR CURRENCYVUE**

##### **5.1 Fees**

- (a) The primary Fee to use CurrencyVue shall be the Subscription Fee, which is payable in advance (after any free trial period has expired).
- (b) The Subscription Fee applies in accordance with the account type subscribed for by the Customer, in accordance with the features and pricing described on the site.
- (c) The Company reserves the right to introduce or change any Fees from time-to-time by giving the User no less than 14 days' written notice. Any new or changed Fees will apply at the next billing period after the Customer has been given such notice.
- (d) If a User does not accept a change to any Fees, then it can simply terminate its Account (or its Membership, as the case may be).

##### **5.2 Currency.**

All Fees are quoted in Australian dollars, however transactions may be processed in an equivalent foreign currency (such as US dollars or British pounds).

### 5.3 **GST**

For Customers in Australia, GST is applicable to any Fees charged by the Company to the User. Unless expressed otherwise, all Fees shall be deemed inclusive of GST. The Company will provide the Customer with a Tax Invoice for any payments.

### 5.4 **Refunds.**

No refunds of Fees are offered other than as required by law.

### 5.5 **Late Payment.**

- (a) If the Customer does not pay the full Fees as required, the Company may suspend all User access to CurrencyVue for that Account.
- (b) If Fees are not brought out of arrears within 28 days of becoming overdue, the Company may terminate the Customer's Account in CurrencyVue without notice and end these Terms of Service.
- (c) The User agrees that the Company shall not be responsible or liable in any way for:
  - i Interruptions to the availability of CurrencyVue in the event of (a);
  - ii Loss of Customer Data in the event of (b).
- (d) Overdue payment shall incur penalty interest at 1.5% per month.

### 5.6 **Suspension.**

- (a) The Company may suspend the Customer's account (and the accounts of any of its authorised users) should any Fees be outstanding to the Company at any time.
- (b) The Customer agrees that the Company shall not be liable in any way for any valid termination or suspension of the Customer's access to CurrencyVue.

## **6 GENERAL CONDITIONS**

### 6.1 **Licence**

- (a) By accepting the terms and conditions of these Terms of Service, the User is granted a limited, non-exclusive and revocable licence to access and use CurrencyVue for the duration of these Terms of Service, in accordance with the terms and conditions of these Terms of Service.
- (b) The Company may issue the licence to the User on the further terms or limitations (including the number of users or volume of use or transactions) as it sees fit.
- (c) The Company may revoke or suspend the User's licence(s) in its absolute discretion for any reason that it sees fit, including for breach of the terms and conditions in these Terms of Service by the User.

### 6.2 **Modification of Terms**

- (a) The terms of these Terms of Service may be updated by the Company from time-to-time.
- (b) Where the Company modifies the terms, it will provide the User with written notice, and the User will be required to accept the modified terms in order to continue using CurrencyVue.

### 6.3 **Software-as-a-Service**

- (a) The User agrees and accepts that CurrencyVue is:
  - i Hosted by the Company and shall only be installed, accessed and maintained by the Company, accessed using the internet or other connection to the Company servers and is not available 'locally' from the User's systems; and
  - ii Managed and supported exclusively by the Company from the Company servers and that no 'back-end' access to CurrencyVue is available to the User unless expressly agreed in writing.
- (b) As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter CurrencyVue.

### 6.4 **Support**

- (a) The Company provides user support for CurrencyVue via the email address support@currencyvue.com.
- (b) The Company shall endeavour to respond to all support requests within 1 Business Days.

### 6.5 **Use & Availability**

- (a) The User agrees that it shall only use CurrencyVue for legal purposes and shall not use it to engage any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.
- (b) The User is solely responsible for the security of its username and password for access to CurrencyVue. The User shall notify the Company as soon as it becomes aware of any unauthorised access of its CurrencyVue account.
- (c) The User agrees that the Company shall provide access to CurrencyVue to the best of its abilities, however:
  - i Access to CurrencyVue may be prevented by issues outside of its control; and
  - ii It accepts no responsibility for ongoing access to CurrencyVue.

### 6.6 **Privacy**

- (a) The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about the User and other customers.
- (b) The Privacy Policy does not apply to how the Customer handles personal information. If necessary under the Privacy Act, it is the Customer's responsibility to meet the obligations of the Privacy Act by implementing a privacy policy in accordance with law.

- (c) CurrencyVue may use cookies (a small electronic file) to improve a User's experience while browsing, while also sending browsing information back to the Company. The User may manage how it handles cookies in its own browser settings.

#### 6.7 Data

- (a) **Security.** The Company takes the security of CurrencyVue and the privacy of its Users very seriously. The User agrees that the User shall not do anything to prejudice the security or privacy of the Company's systems or the information on them.
- (b) **Transmission.** The Company shall do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards. It is up to the User to ensure that any transmission standards meet the User's operating and legal requirements.
- (c) **Storage.** Data that is stored by the Company shall be stored according to accepted industry standards.
- (d) **Backup.** The Company shall perform backups of its entire systems in such manner, at such times and intervals as is reasonable for its business purposes. The Company does not warrant that it is able to backup or recover specific Customer Data from any period of time unless so stated in writing by the Company.

#### 6.8 Intellectual Property

- (a) **Trademarks.** The Company has moral & registered rights in its trade marks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- (b) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that it shall not infringe on any Third Party rights through the use of CurrencyVue.
- (c) **CurrencyVue.** The User agrees and accepts that CurrencyVue is the Intellectual Property of the Company and the User further warrants that by using CurrencyVue the User will not:
  - i Copy CurrencyVue or the services that it provides for the User's own commercial purposes; and
  - ii Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in CurrencyVue or any documentation associated with it.
- (d) **Content.** All content (excluding Customer Data) submitted to the Company, whether via CurrencyVue or directly by other means, becomes and remains the Intellectual Property of the Company, including (without limitation) any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to CurrencyVue.

#### 6.9 Disclaimer of Third Party Services & Information

- (a) The User agrees that the Company shall not be responsible or liable in any way for:

- i Interruptions to the availability of CurrencyVue due to Third Party Services; or
- ii Information contained on any linked third party website.

#### 6.10 Confidentiality

- (a) The Company agrees to keep all other Customer Data in the strictest confidence, and to the extent Customer Content is accessed and/or received by the Company it shall be deemed as Confidential Information for the purposes of these Terms of Service.
- (b) Each party acknowledges and agrees that:
  - i the Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);
  - ii it owes an obligation of confidence to the Discloser concerning the Confidential Information;
  - iii it must not disclose the Confidential Information to a third party except as permitted in these Terms of Service;
  - iv all Intellectual Property rights remain vested in the Discloser but disclosure of Confidential Information does not in any way transfer or assign any rights or interests in the Intellectual Property to the receiving party; and
  - v any breach or threatened breach by the receiving party of an obligation under these Terms of Service may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently, the Discloser has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the receiving party (and its agents, assigns, employees, officers and directors, personally) or to compel specific performance of this clause.
- (c) A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:
  - i any actual, suspected, likely or threatened breach by it of any obligations it has in relation to the Confidential Information.
  - ii any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or
  - iii any actual, suspected, likely or threatened theft, loss, damage, or unauthorized access, use or disclosure of or to any Confidential Information.
- (d) The receiving party must promptly take all steps that the Discloser may reasonably require and must co-operate with any investigation, litigation or other action of the Discloser or of a related body corporate if there is:
  - i any actual, suspected, likely or threatened breach of a term of these Terms of Service; or
  - ii any theft, loss, damage or unauthorized access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

#### 6.11 Liability & Indemnity

- (a) The User agrees that it uses CurrencyVue at its own risk.
- (b) The User acknowledges that the Company is not responsible for the conduct or activities of any User and that the Company is not liable for such under any circumstances.
- (c) The User agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with the User's use of or conduct in connection with CurrencyVue, including any breach by the User of these Terms.
- (d) In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, personal injury, death, damage to property, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the User's access to, or use of, or inability to use CurrencyVue, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, loss, personal injury or death, or business interruption of any type, whether in tort, contract or otherwise.
- (e) Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, the Company's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at the Company's option to:
  - i The re-supply of services or payment of the cost of re-supply of services; or
  - ii The replacement or repair of goods or payment of the cost of replacement or repair.

#### 6.12 FORCE MAJEURE

- (a) If a party is prevented in whole or in part from carrying out its obligations under these Terms of Service as a result of Force Majeure, it will promptly notify the other party accordingly. The notice must:
  - i Specify the obligations and the extent to which it cannot perform those obligations;
  - ii Fully describe the event of Force Majeure;
  - iii Estimate the time during which the Force Majeure will continue; and
  - iv Specify the measures proposed to be adapted to remedy or abate the Force Majeure.
- (b) Following a notice of Force Majeure in accordance with clause 6.12 and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable
- (c) The party that is prevented from carrying out its obligations under these Terms of Service as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

- (d) The party that is prevented from carrying out its obligations under these Terms of Service as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under these Terms of Service.
- (e) The term of these Terms of Service will not be extended by the period of Force Majeure

#### 6.13 Termination

- (a) Termination of these Terms of Service is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of these Terms of Service up to the date of expiry or termination.
- (b) Termination does not affect any of the rights accrued by a party prior to termination, and the rights and obligations under clauses 6.9, 6.10, 6.11, 6.14 and 6.15 survive termination of these Terms of Service.

#### 6.14 Dispute Resolution

- (a) If any dispute arises between the parties in connection with these Terms of Service (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
  - i Includes or is accompanied by full and detailed particulars of the Dispute; and
  - ii Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- (b) Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) parties must meet (virtually or otherwise) and seek to resolve the Dispute.
- (c) Subject to clause (d), a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- (d) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- (e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

#### 6.15 Electronic Communication, Amendment & Assignment

- (a) The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.
- (b) The User can direct notices, enquiries, complaints and so forth to the Company as set out in these Terms of Service. The Company will notify the User of a change of details from time-to-time.
- (c) The Company will send the User notices and other correspondence to the details that the User submits to the Company, or that the User notifies the Company of from time-to-time. It is the User's responsibility to update its contact details as they change.
- (d) A consent, notice or communication under these Terms of Service is effective if it is sent as an electronic communication unless required to be physically delivered under law.

- (e) Notices must be sent to the parties' most recent known contact details.
- (f) The User may not assign or otherwise create an interest in these Terms of Service.
- (g) The Company may assign or otherwise create an interest in its rights under these Terms of Service by giving written notice to the User.

6.16 **General**

- (a) **Special Conditions.** The parties may agree to any Special Conditions to these Terms of Service in writing.
- (b) **Prevalence.** To the extent these Terms of Service is in conflict with, or inconsistent with, the terms of a Master Services Agreement, or any Special Conditions made under these Terms of Service, as relevant, the terms of the Master Services Agreement or Special Conditions shall prevail (as the case may be).
- (c) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms of Service.
- (d) **Relationship.** The relationship of the parties to these Terms of Service does not form a joint venture or partnership.
- (e) **Waiver.** No clause of these Terms of Service will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- (f) **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to these Terms of Service and the transaction facilitated by it.
- (g) **Governing Law.** These Terms of Service is governed by the laws of Victoria, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- (h) **Severability.** Any clause of these Terms of Service, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms of Service.

**END TERMS OF SERVICE**