

tiny+

TINYPLUS PTY LTD ABN 12 609 717 259

TERMS OF SERVICE

updated 9 June 2021

TERMS OF SERVICE

1 INTRODUCTION

- 1.1 TinyPlus Pty Ltd owns and operates the platform made available at <https://tiny.plus>, which is a customer relationship management tool for architects, engineers and all design professionals to assist them collaborate on projects and new client leads as well as share your business development work within a team (“**Platform**”).
- 1.2 These terms and conditions govern the provision of the services by TinyPlus Pty Ltd to you and your use of the Platform. By registering as a user on the Platform or making payment, you acknowledge and agree that you have read and understood these terms and conditions and you agree to be bound by them.

2 INTERPRETATION

2.1 The following definitions apply in this document:

- (a) **Account** means a registered Customer account on the Platform.
- (b) **Agreement** means the agreement formed in accordance with these Terms of Service between the Company and the User.
- (c) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.
- (d) **Company** means TinyPlus Pty Ltd ACN 609 717 259.
- (e) **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:

- (p) **Privacy Policy** means the Company's privacy policy as updated from time-to-time, accessible from here: [https:// tiny.plus/privacy-policy](https://tiny.plus/privacy-policy).
- (q) **Third Party Services** means any of the Customer's third party service account connected to and/or integrated with the Platform.
- (r) **User** means a person who is accessing and using the Platform and may be either or both of a Customer and a Member.
- (s) **User Data** means all information, data, words, images, video files, audio files, documents and other such materials that belong to a User.

2.2 Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and the opposite also applies.
- (a) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (b) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (c) A reference to a *party* to this Agreement or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- (d) A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
- (e) A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

3 SCOPE

- 3.1** The Company will provide the User with access to the Platform.
- 3.2** The Company, in its sole discretion, may refuse to accept a person's registration on the Platform for any reason.
- 3.3** The Company is not responsible for any communication, interaction or relationship between a User and any other person on the Platform, whether or not it occurs on the Platform or by another means.
- 3.4** The Company may, at any time, enhance and/or alter the features of the Platform at its sole discretion and without notice to a User or Customer.
- 3.5** The Company reserve the right to monitor a User's use of the Platform, through cookies and other means, for the purpose of obtaining insights about how users use the Platform and ensuring they are complying with this Agreement.
- 3.6** Nothing in this Agreement constitutes a relationship of employer and employee, principal and agent or partnership between the User and the Company.

4 PLATFORM

4.1 The User agrees and accepts that the Platform is:

- (a) Hosted by the Company using a secure third-party hosting service and shall only be installed, accessed and maintained by the Company;
- (b) Accessed by the User using the internet or other connection to the servers hosting the Platform and is not available 'locally' from the User's systems; and
- (c) Managed and supported exclusively by the Company from the Company's third party hosting service and that no 'back-end' access to the Platform is available to the User unless expressly agreed in writing.

4.2 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 the Platform.

4.3 The Company shall not exercise its rights under clause 4.2 in a manner that would intentionally cause the User to lose access to User Data or fundamentally decrease the utility of the Platform to the User, other than in accordance with the terms of this Agreement.

5 LICENCE TO PLATFORM

5.1 By accepting the terms and conditions of this Agreement, the Company grants to the User is granted a limited, non-exclusive and revocable licence to access and use the Platform for the duration of this Agreement, in accordance with the terms and conditions of this Agreement.

5.2 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 this Agreement by the User or any of its users. The Company will ordinarily advise the User of any suspension or revocation however it is under no obligation to do so.

6 USER OBLIGATIONS

6.1 A User must:

- (a) ensure that any information it provides to the Company is true, accurate and complete;
- (b) promptly follow all directions from the Company in respect to any conduct on the Platform;
- (c) familiarise and follow any of the policies published by the Company at all times in connection with the Platform;
- (d) at all times in dealings with the Company, its clients, partners, sponsors, suppliers and contractors conduct themselves in a manner that protects and enhances the reputation of the Company;
- (e) comply with all applicable laws and regulations when accessing and using the Platform; and
- (f) bear all costs and expenses related to use of the Platform.

6.2 A User must not, in relation to use of the Platform:

- (a) misuse the Platform in any way;
- (b) allow others to access or use their account (i.e. there is a limit of one person per account) or share log in or password details with others;
- (c) impersonate others, other than in accordance with the features on the Platform;
- (d) use the Platform in a way that violates applicable laws, that violates the intellectual property rights or other rights of the Company or others, or that is fraudulent, obscene, unprofessional, offensive, misleading or defamatory;
- (e) post reviews or commentary to promulgate deceptive or offensive or extreme opinions or any other illegal, malicious or deceptive activities;
- (f) reverse engineer, decompile or disassemble the Platform or use the Platform to develop a solution that is the same or substantially similar to the Platform; or
- (g) except as permitted under this Agreement, modify, reproduce, display, publish, distribute, copy, transmit, perform, license, create derivative works from, transfer, or sell or re-sell any information, content, software, or materials made available through the Platform.

6.3 If a User is in breach of clauses 6.1 or 6.2, the Company reserves the right to report any such breach to the relevant law enforcement authorities and disclose the identity of a User to them. In addition, the Company reserves the right to suspend or terminate a User's access to the Platform at the Company's sole discretion without notice to the User.

6.4 A User is solely responsible for all activities that occur on their account on the Platform. The Company will not be liable for any loss or damage arising from or related to activities on a User's account.

7 USING THE PLATFORM

7.1 To access the Platform, each User must register with the Platform with a valid email address.

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

7.3 The Platform has the features and capabilities as set out on Platform's website available at <https://tiny.plus>, as varied from time-to-time.

(a) The Platform is accessible to registered Users via login from the Site. To use the Platform, it is necessary that the User has access to the Platform via the internet.

(b) The Platform:

- i Contains the User Data that each User enters into the Platform;
- ii Connects the User's Account with Third Party Services; and
- iii Provides the Customer with Account management.

7.4 Third Party Services

- (a) the Platform connects to and integrates with many Third Party Services.
- (b) the Platform cannot warrant the ongoing availability or efficacy of any Third Party Services.
- (c) The User authorises the Company to access the User 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 the Platform to a Third Party Service.

7.5 Dependencies

The User agrees and acknowledges that:

- (a) the Platform has third party dependencies which may affect its availability, including without limitation:
 - i Enterprise Resource Planning Services;
 - ii Practice Management software;
 - iii Infrastructure providers;
 - iv 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.

7.6 Support

- (a) The Company provides user support for the Platform via a dedicated support email.
- (b) The Company shall endeavour to respond to all support requests within 1 Business Day.
- (c) The Company reserves the right to require the payment of reasonable Fees for non-standard support requests prior to the provision of such support.

8 FEES AND PAYMENTS

8.1 Fees

- (a) In consideration of provision of the Platform, the User or Customer must pay the Company the Fees. The Fees are payable in advance either monthly or annually, (after any free trial period has expired).
- (b) The Fees apply in accordance with the account type subscribed for by the Customer, in accordance with the features and pricing described on the Platform, or otherwise agreed in writing with the Company.
- (c) If the Customer agrees to provide a credit card as a means to pay the Fees, the Customer hereby authorises the Company to charge the Customer's credit card

for any amounts due to the Company. Without provision of a valid credit card, the Customer agrees that it has no right to access the Platform.

- (d) The Company will send the Customer an invoice or payment confirmation when it receives payment of the Fees from the Customer. Unless otherwise specified the invoice will be sent to the email address specified on the Customer's Account.
- (e) 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.
- (f) If a User does not accept a change to any Fees, then it has the right to terminate its Account.

8.2 Currency.

All Fees are quoted in Australian dollars or in the currency of the country of origin which the Customer selects on the Platform, however some transactions may be processed in an equivalent foreign currency (such as US dollars or British pounds).

8.3 Consumption Tax.

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 exclusive of GST. The Company will provide the Customer with a valid tax invoice for any payments.

8.4 Refunds.

Any Fees paid by the Customer are strictly non-refundable.

8.5 Late Payment.

- (a) If the Customer does not pay the full Fees as required, the Company may suspend all User access to the Platform 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 on the Platform without notice and end this Agreement.

8.6 The User agrees that the Company shall not be responsible or liable in any way for interruptions to the availability of the Platform or Loss of User Data if the User is in breach of this clause 8.5.

9 AUTHORISED USERS

9.1 The Customer shall authorise users to access the Platform in its absolute discretion. The Customer agrees that additional Fees may be payable for each additional user it authorises.

9.2 The Company accepts no liability for access to User Data by users authorised by the User or using login details of users authorised by the User.

9.3 The User is solely responsible for the security of its username and password for access to the Platform.

9.4 The User is responsible for ensuring that users comply with this Agreement in full and are liable for any breach of them.

10 CUSTOMER DATA

10.1 The Company obtains no right, title or interest in User Data including any Intellectual Property found within it.

10.2 The Company accepts no liability for the content of User Data.

10.3 The User is responsible for the accuracy, quality and legality of User Data and the User's acquisition of it, and the users that create, access and/or use User Data.

10.4 Despite clause 10.1, the Company shall be authorised to permanently delete User Data where outstanding Fees remain unpaid in accordance the Important Terms.

10.5 The Company shall not access, use, modify or otherwise deal with User Data except where required by compulsion of law or upon the User's authority (such as to provide support for the Platform).

11 PRIVACY

11.1 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.

11.2 The Privacy Policy does not apply to how the User handles User Data. It is the User's responsibility to meet the obligations of the Privacy Act by implementing a Privacy Policy in accordance with law.

11.3 The Company makes no warranty as to the suitability of the Platform in regards to the User's privacy obligations at law or contract, and it is the User's responsibility to determine whether the Platform is appropriate for the User's circumstances.

12 DATA

12.1 Security. The Company takes the security of the Platform 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.

12.2 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.

12.3 Storage. The Company may limit the amount of data that the User stores in the Platform, and shall advise the User of such. Data that is stored with the Company shall be stored according to accepted industry standards.

12.4 Backup. The Company shall perform backups of its entire systems in as reasonable 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 User Data from any period of time unless so stated in writing by the Company.

13 ACCESS

13.1 Platform. By accepting the terms of this Agreement the User agrees that the Company shall provide access to the Platform to the best of its abilities, however it accepts no responsibility for ongoing access to the Platform.

14 INTELLECTUAL PROPERTY

14.1 Intellectual Property Rights. The User hereby acknowledges and agrees that the Company retains exclusive ownership and control of the Intellectual Property Rights in the Platform and any materials provided by the Company to the User in connection with the Platform.

14.2 Trademarks. The Company has moral & registered rights in its trademarks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.

14.3 Proprietary Information. The Platform 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 the Platform.

14.4 Content. All content (with the exception of User Data) remains the Intellectual Property of the Company, and the User hereby grants to the Company a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Platform any and all content Platform including (without limitation) source code, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the Platform.

15 CONFIDENTIALITY

15.1 The Company agrees to keep all User Data in the strictest confidence, and to the extent User Data is accessed and/or received by the Platform it shall be deemed as Confidential Information for the purposes of this Agreement.

15.2 Each party acknowledges and agrees that:

- (a) The Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);
- (b) To owes an obligation of confidence to the Discloser concerning the Confidential Information;
- (c) It must not disclose the Confidential Information to a third party except as permitted in this Agreement;
- (d) 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
- (e) Any breach or threatened breach by the receiving party of an obligation under this Agreement 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.

- 15.3** A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:
- (a) Any actual, suspected, likely or threatened breach by it of any obligations it has in relation to the Confidential Information.
 - (b) Any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or
 - (c) Any actual, suspected, likely or threatened theft, loss, damage, or unauthorised access, use or disclosure of or to any Confidential Information.
- 15.4** 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:
- (a) Any actual, suspected, likely or threatened breach of a term of this Agreement; or
 - (b) Any theft, loss, damage or unauthorised access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

16 LIABILITY & INDEMNITY

- 16.1** To the extent permitted by law we exclude all other terms, conditions, warranties and guarantees which might be implied into this Agreement.
- 16.2** The User agrees that it uses the Platform at its own risk.
- 16.3** 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.
- 16.4** 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 the Platform or conduct in connection with the Platform, including any breach by the User of this Agreement.
- 16.5** In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, 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 the Platform, 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, to business interruption of any type, whether in tort, contract or otherwise.
- 16.6** 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:
- (a) Providing use and access to the Platform again; or

- (b) An amount equal to the Fees paid by the Customer to the Company.

17 DISCLAIMERS

- 17.1 While the Company takes all due care in providing the Platform, the Company does not provide any specific warranty, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose except as we are required to by the Australian Consumer Law.
- 17.2 The Company endeavours to take reasonable care in ensuring that any material which is provided to the User is free of any virus, worm, Trojan horse and/or malware, however the Company has no responsibility for any damage to the User's device which arises in connection with use of the Platform or any linked websites.
- 17.3 The Platform requires the User's to have access to the internet, and the Company is not responsible for any computer failures, problems or errors, connection speed, interruptions of service or any technical or mechanical malfunctions, or any other malfunctions, whether caused by computer, servers, telephone, cable or satellites, human error, programming, equipment or otherwise related to the attempted entry into and participation during use of the Platform.

18 BREACH

- 18.1 Where a party is in breach of this Agreement, the other party may issue a written notice (**Breach Notice**) requiring the party in breach that must set out:
 - (a) The nature of the breach;
 - (b) The provisions of the Agreement that are alleged to have been breached;
 - (c) A reasonable timeframe to remedy the breach in no less than 10 Business Days; and
 - (d) The action required to remedy the breach.
- 18.2 Where a party issues a compliant Breach Notice in accordance with clause 18.1, the receiving party shall be required to respond and/or remedy the breach as so set out in the Breach Notice. Failure to respond in writing setting out:
 - (a) The steps taken to remedy the breach; or
 - (b) Why the party believes it is not in breach as put forward in the Breach Notice,
 - (c) Shall not in itself confirm the alleged breach but shall be in itself a breach of this Agreement.
- 18.3 Failure to remedy a breach set out in a Breach Notice shall be a material breach of this Agreement (**Material Breach**).

19 TERMINATION & SUSPENSION

- 19.1 Either party may terminate this Agreement without cause by providing the other party with no less than 28 days' written notice.

- 19.2** In accordance with clause 17, where a party is in Material Breach of this Agreement, the other party may terminate this Agreement by giving written notice of termination, which shall become effective 5 Business Days after the date of the Breach Notice.
- 19.3** The Company may suspend the Customer's Account (and the accounts of any of its authorised Users) at any time if the Customer or the User is in breach of any term of this Agreement.
- 19.4** 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 the Platform.
- 19.5** **Insolvency.** Either party may terminate this Agreement immediately by notice, if either party:
- (a) Stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
 - (b) Is insolvent within the meaning of section 95A of the Corporations Act;
 - (c) Fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act) unless:
 - (d) The debt to which the statutory demand relates is discharged within 15 Business Days of the date of the failure; or
 - (e) The party demonstrates to the satisfaction of the other party (acting reasonably) that it is able to pay all its debts as and when they become due and payable;
 - (f) Has an administrator appointed in respect of it;
 - (g) Has a controller within the meaning of section 9 of the Corporations Act or similar officer appointed to the whole or a substantial part of its assets or undertaking and that controller or similar officer is not removed within 15 Business Days of the appointment;
 - (h) Has an order made or a resolution passed for its winding up or dissolution or it enters into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
 - (i) Has any security enforced over, or a distress, execution or other similar process levied or served against, the whole or a substantial part of its assets or undertaking; or
 - (j) Is subject to any event, which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above.
- 19.6** Expiry or termination of this Agreement is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of this Agreement up to the date of expiry or termination.
- 19.7** The rights and obligations under the relevant provisions of clauses 9, 10, 11, **Error! Reference source not found.**, 14, 15, 16, 17, 20, 21 and 22 survive termination of this Agreement.

20 **DISPUTES**

- 20.1** All disputes shall be handled in accordance with the Company's dispute resolution policy.

20.2 Where the Company does not have a relevant dispute resolution policy for a type of dispute, the following process shall apply:

- (a) **Negotiation.** If there is a dispute between the parties relating to or arising out of this Agreement, then within 5 Business Days of a party notifying the other party of a dispute, senior representatives from each party must meet (or discuss directly via the telephone or internet) and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions;
- (b) **Mediation.** If the dispute between the parties relating to or arising out of this Agreement is not resolved within five Business Days of notification of the dispute under Clause 20.1, the parties must agree to submit the dispute to mediation, administered by lawyers engaged in alternative dispute resolution;
- (c) **Court proceedings.** A party may not commence court proceedings in relation to a dispute relating to or arising out of this Agreement until it has exhausted the procedures in this clause 20.2 unless the party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

21 FORCE MAJEURE

21.1 If a party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of Force Majeure, it will promptly notify the other party accordingly. The notice must:

- (a) Specify the obligations and the extent to which it cannot perform those obligations;
- (b) Fully describe the event of Force Majeure;
- (c) Estimate the time during which the Force Majeure will continue; and
- (d) Specify the measures proposed to be adapted to remedy or abate the Force Majeure.

21.2 Following a notice of Force Majeure in accordance with clause 21.1 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.

21.3 The party that is prevented from carrying out its obligations under this Agreement 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.

21.4 The party that is prevented from carrying out its obligations under this Agreement 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 this Agreement.

21.5 The term of this Agreement will not be extended by the period of Force Majeure.

22 ELECTRONIC COMMUNICATION AND ASSIGNMENT

22.1 The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.

- 22.2 The User can direct notices, enquiries, and complaints and so forth to the Company as set out in this Agreement. The Company will notify the User of a change of details from time-to-time.
- 22.3 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.
- 22.4 A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- 22.5 Notices must be sent to a party's most recent known contact details.
- 22.6 The User may not assign or otherwise create an interest in this Agreement without the written consent of the Company.
- 22.7 The Company may assign or otherwise create an interest in its rights under this Agreement by giving written notice to the User.

23 GENERAL

- 23.1 **Prevalence.** Each party to this Agreement agrees to the clauses in the Important Terms and the Special Conditions. The Important Terms, any Special Conditions and the General Conditions form a single legal agreement. To the extent that the Important Terms or the Special Conditions are inconsistent with the General Conditions, the terms of the Important Terms will prevail. To the extent that the Special Conditions are inconsistent with the Important Terms, the Special Conditions will prevail.
- 23.2 **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 this Agreement.
- 23.3 **Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.
- 23.4 **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- 23.5 **Amendments.** This Agreement may be updated by the Company at its absolute discretion from time-to-time, by providing the User with no less than 14 days written notice of the update to this Agreement. If the User does not accept or can no longer comply with this Agreement, the User must immediately cease accessing the Platform.
- 23.6 **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.
- 23.7 **Governing Law.** This Agreement is governed by the laws of the state of New South Wales, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- 23.8 **Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.