

Terms and Conditions

Definitions

The following terms are used regularly throughout this agreement and have a particular meaning:

1. Agreement means the agreement formed between the Users/Customers and the Company under, and on the terms of, this Terms of Service
2. Company means Redbridge Education Pty Ltd ACN 12 621 852 668
3. Customer means a registered User of Redbridge Education that uses Redbridge Education to seek a Service Provider to deliver a service as a customer.
4. User means any Customer or Service Provider that uses Redbridge Education.
5. User Content means images, information, documents or other data that is uploaded or input into Redbridge Education by the User or that forms part of the User's Intellectual Property.
6. 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.
7. ACN means Australian Company Number.
8. ABN means Australian Business Number.
9. 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.
10. Corporations Act means the Corporations Act 2001 (Cth).
11. Equipment & Materials means any equipment (such as audio & electronic devices, projectors etc.) and materials (such as consumables, hand outs, etc) necessary for a Job.
12. GST has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
13. Job means any services to be provided by a Service Provider for a Customer arranged via Redbridge Education.
14. Service Fee means the Job Fee or commission being the fee/commission paid by the Service Provider to the Company for winning a Job/Service, as described in a Service Listing. The Service Fee is defined from time to time in the Redbridge Education Pricing Policy as published from time to time on the Redbridge website or as per written agreement between the Service Provider and Redbridge Education.
15. A Specific Service Job means a listing posted by a Customer seeking a Service Provider for a particular Job/Service.
16. Booking Request Notification means the notification sent to the Service Provider, selected by the Customer to undertake a Job/Service via Redbridge Education.
17. Booking Confirmation means the notification sent to a User/Customer when a Booking Notification for a Job has been confirmed for a Service Provider.
18. Job Service Terms means any terms that apply to a Job Service as may be agreed between a Customer and Service Provider.
19. Location means the address where the Service Provider is to attend the Job/Service.
20. Privacy Act means the Privacy Act 1988 (Cth).

21. Privacy Policy means the Company's privacy policy as updated from time-to-time, which can be found at <http://www.redbridgeeducation.com.au>
22. Profile means a profile within Redbridge Education created and managed by the User, whether as a Customer or a Service Provider
23. Ratings and Rankings means ratings and rankings provided by a User based on their experience of a Service Provider
24. Project means a specific service project or a Job that the User has previously worked on.
25. Start Date means the date a Job is scheduled to start.
26. Tax Invoice has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
27. Terms of Service means the terms and conditions of using Redbridge Education, as updated from time-to-time, which can be found at <http://www.redbridgeeducation.com.au/terms>.
28. Redbridge Education means:
 1. Redbridge Education web service accessible from <http://www.redbridgeeducation.com.au>; and/or
 2. Any Redbridge Education mobile application.

1 Using Redbridge Education

1.2 General

- a. To use Redbridge Education, the User must log into Redbridge Education and have set up their account.
- b. The User agrees that all use of Redbridge Education, and all Jobs arranged through Redbridge Education, are subject to the terms of this Agreement.
- c. When a Customer and Service Provider agree to a Job, that forms an independent agreement between the Service Provider and the Customer on the terms set out in this Agreement, and subject to any additional Job Terms.
- d. Anyone over the age of 18 may use Redbridge Education to arrange Jobs.
- e. Only Service Providers that comply with this Agreement may undertake Jobs via Redbridge Education.
- f. The Customer acknowledges that each Job is performed independently by the Service Provider, and that the Company does not provide any of the services in a Job directly to the Customer.
- g. The User acknowledges that any Ratings or Rankings that they receive from other Users is independent of the Company and agrees such Ratings and Rankings are not the responsibility of the Company and accordingly indemnifies the Company for the consequences any adverse Ratings or Rankings a User may receive. Certain remedies of which are in clause 2.2 (b)
- h. At the Company's discretion, any breach of the terms of this Agreement may result in the Company (without limitation):
 - i. Suspending a User's account;
 - ii. Removing a Listing; or
 - iii. Terminating this Agreement.

1.3 Features

- a. Redbridge Education enables all Users to:
 - i. Manage their Redbridge Education account;
 - ii. Create and edit their Profile;
 - iii. Request and accept Specific Service Requests; and
 - iv. View the Specific Services, Public Profiles and Service Listings from other Users.
- b. Redbridge Education enables Customers to:
 - . Request a Job;
 - i. Communicate **via Redbridge** with Service Providers regarding Jobs;
 - ii. Accept a Service Provider to undertake a Job by submitting a Booking Request; and
 - iii. Leave only accurate reviews and or accurate ratings and rankings of Service Providers who the User has experienced.
- c. Redbridge Education enables the Service Provider to:
 - . Create and publish Job Service Listings;
 - i. Accept or decline Job Requests
 - ii. Communicate via Redbridge with Customers regarding Jobs;
 - iii. Apply to provide a Job as requested in a Special Service Request;
 - iv. View Job Fees

2 Using Redbridge Education

2.1 Profiles and Projects

- a. The User is responsible for each Profile and Project Description that the User creates.
- b. Each Profile must accurately describe the User and their capabilities to perform Jobs including:
 - i. The type of Jobs that the User is available to undertake as a Service Provider;
 - ii. The User's qualifications and experience (including valid Working with Children Check numbers where applicable);
 - iii. Projects that the User has undertaken in the past;
 - iv. The service area where the User is available to undertake Jobs as a Service Provider; and
 - v. Any other matter that may be relevant to a Job.
- c. Each Project must accurately describe the Project including:
 - . The scope of the Project;
 - i. The User's role in the Project;
 - ii. Images, video or other media of the Project;
 - iii. The other Service Providers involved in the Project.

d. Customers may contact the Service Provider via Redbridge Education's Service Provider's Profile in order to discuss or arrange a Job with the Service Provider, including inviting the Service Provider to quote on a Specific Service Job Listing.

2.2 User Content

a. Each User is responsible for any User Content that they provide to Redbridge Education, including any User Content contained in a Profile or Project, and warrants that the User Content does not infringe the Intellectual Property rights of any third party (such as using other people's images without permission).

b. The Company may remove User Content in the event that the Company determines in its sole discretion that any User Content or Ranking or Ratings is inaccurate, infringes any third party Intellectual Property Rights and/or is inappropriate for use within Redbridge Education.

c. Each User acknowledges and accepts that the Company may use any User Content for the purposes of promoting Redbridge Education and/or the Company's business. The User provides a perpetual, non-transferable worldwide license to use any Intellectual Property in the User Content for this purpose.

d. Nothing in this Agreement shall be interpreted as imposing a duty or obligation on the Company to verify the accuracy of any User Content provided to the Company pertaining to a User's qualifications or credentials, particularly for confirming applicable Working with Children checks which must be verified to be valid by the User of the duration of services for each of their booking

2.3 Service Listings

a. Each Service Listing must accurately describe the Job, including in relation to any of the following information provided by the Users:

- i. The type of Service Providers being sought for the Job, including any qualifications and experience necessary;
- ii. The location of the Job;
- iii. The expected Start Date and duration of the Job;
- iv. Equipment and Material's the Users will be expected to provide when requesting or undertaking a Job;
- v. Any Job Terms that the Customer may impose on a Service Provider that undertakes the Job;
- vi. The actual or estimated cost of a Service Provider's services for the Job; and
- vii. Any other matters that may be relevant to the Job.

b. The Company may include information regarding the value of a Job Fee on each Job Listing, which shall be payable by the Service Provider that is booked by the Customer to undertake a Job. Customer consent shall not be required prior to posting a Job Fee on a Job Listing.

c. Redbridge Education may notify Service Providers of Job Listings that the Service Provider may be interested in.

d. Service Providers may contact the Customer via a Specific Service Job Listing in order to apply-for, discuss or arrange a Job with the Customer.

e. Service Providers and Customers may negotiate any additional Job Terms that may apply to a Job.

f. Job Listings may only be created for Jobs that a Customer offers on its own behalf, or for Jobs that the Customer is otherwise duly authorized to create on behalf of the person or entity responsible for the Job.

g. In no event may a recruitment or labour hire business create a Job Listing whether on its own behalf, or on behalf of a client.

- h. Service Providers must only apply for Jobs that they are available, qualified, experienced or skilled enough to perform. A Service Provider must not mislead any Customer into booking the Service Provider for a Job.
- i. Where a Service Provider provides a quotation for a Job via Redbridge Education, the Service Provider warrants that it is ready, willing and able to undertake the Job at that price, based on the information provided in the Job Listing.

2.4 Bookings Process

- a. In order for a Job to be confirmed, the Service Provider must update the status of the Job Request to “Booked”, which will initiate a Booking Notification notifying Redbridge Education of:
 - i. The Service Provider the Customer has selected to undertake the Job; and
 - ii. The Start Date of the Job.
- b. Redbridge Education will then provide a Booking Notification to the Service Provider that has been selected by the Customer, and a Booking Confirmation to the Customer.
- c. The Service Provider must notify the Customer by cancelling the booking on Redbridge Education within two business days of confirming the Booking Request Notification if they are unable to undertake the Job for any of the following reasons:
 - i. The Start Date for the Job is different from what was agreed to between the Service Provider and the Customer;
 - ii. The Service provider has other reasons outside the Service Provider’s control preventing the Service Provider from undertaking the Job.
- d. In the event that the Service Provider notifies Redbridge Education that it is unable to undertake a Job pursuant to clause (c), the Company may require further information before declining the Customer’s Booking Notification.
- e. In the event that the Service Provider notifies Redbridge Education that it is unable to undertake a Job pursuant to clause (c)ii, the Company may refuse to decline the Booking Notification (and therefore provide a Booking Confirmation to both the Customer and Service Provider) if the Company determines in its sole discretion that the Service Provider’s reasons for being unable to undertake the Job are within the Service Provider’s control, or otherwise unreasonable.
- f. In order to accept a Booking Request the Service Provider may:
 - i. Notify Redbridge Education that it accepts the Booking Notification;
 - ii. Not decline the Booking Notification within five business days of the service start date; or
 - iii. Attend the Job (if the Start Date is within five business days of the Booking Notification).
- g. The Service Provider agrees that it must not cancel a Job it has accepted later than five business days from the agreed start Date.
- h. The Service Provider shall pay the Company the Service Fee for winning a Job once Booked by a Customer in accordance with clause 3.
- i. Redbridge Education will automatically provide the Service Provider with a Booking Confirmation once they confirm the booking via Redbridge.
- j. The Service Provider must attend each Job subject to the Job Terms.

2.5 Bookings Standards

- a. The Service Provider agrees to arrive at the Location on time (being the time agreed with the Customer) for the duration of a Job.
- b. The Service Provider will undertake the Job to a professional standard, for the duration and/or agreed outcomes of the Job. Where a Job is not completed to a satisfactory standard (as determined by the Customer, acting reasonably) the Service Provider will rectify the issue at the earliest availability.
- c. Where the Job includes the provision of Equipment & Materials, the Service Provider will ensure they have those with them. Otherwise, the Customer must ensure they have all necessary Equipment & Materials for the Service Provider to perform the Job.
- d. The Customer must ensure that it provides the Service Provider with a safe working environment. Without limitation, the Customer agrees to ensure that all electrical equipment is in safe working order (and approved for use), there are no dangerous environments (such as live exposed electricity), and there are no other safety hazards at the Location.
- e. For the avoidance of doubt, nothing in this clause 2.5 shall be interpreted as imposing a duty of care on the Company with regard to the performance of a Job.

2.6 Cancellations

- a. The Customer must notify the Company via Redbridge Education of any cancellation of a booked Job in accordance with this clause.
- b. The Customer may cancel any booked Job via Redbridge Education up to two business days prior to when the Job is scheduled to commence without penalty or charge.
- c. Cancellations made by Customers with less than two business days notice will incur a Cancellation Fee equal to the Job Fee.
- d. The Company shall not be liable to the Customer in the event a Service Provider cancels or does not attend a Job.

2.7 Ratings and Reviews

- a. The Customer may use the rating and review system inside Redbridge Education to rate and provide feedback on the Service Provider.
- b. Each Customer agrees to provide accurate information and to not unreasonably give another User a low rating.
- c. The User agrees that the Company is not responsible for any rating posted by another User, and releases the Company from any liability associated with a rating posted in Redbridge Education.
- d. The Company reserves the right to remove any rating it determines in its absolute discretion without penalty or liability, with or without notice or explanation to any User.

3 Fees, Payments & Refunds

3.1 The Service Provider shall pay the Company the Service Fee for winning a Job once Booked by a Customer. The Company will issue a Services Booking Form (less the Service Fee) to the Service Provider on or about 30 days from the Service Start Date via Redbridge Education and/or email. The Service Provider will issue a GST invoice to Redbridge Education using the amount shown on the Services Booking Form.

3.2 The Company will pay the Service Provider within 7 business days of receiving payment from the Customer.

3.3 The customer shall pay Redbridge Education in accordance with the relevant Department of Education's payment terms. Usually 30 days.

3.4 The company reserves the right to charge a Cancellation Fee to a Customer that cancels a Job. The Company will issue a Tax Invoice to the Customer for a Cancellation Fee via Redbridge Education and/or email.

3.5 All payments for Jobs shall be made through Redbridge Education's Bank payment system (or as otherwise directed by the Company) within the timeframe stated in the Tax Invoice, which in default shall be 21 days from the date of the Tax Invoice.

3.6 Job Fees shall be charged in accordance with the rates that may be advertised on Redbridge Education from time-to-time and specifically on all Job services Listings and Specific Service Jobs, or as otherwise by written agreement with the Company.

3.7 Unless stated otherwise all Service fees, Job Fees and Specific Service Job fees shall be exclusive of GST.

3.8 The Company reserves the right to charge a late fee of 1.5% of the value of the relevant Tax Invoice per month (or part thereof), compounding weekly, for any fees that remain unpaid after the due date stipulated in the Tax Invoice.

3.9 The Company may suspend or terminate a User account for any fees that remain unpaid, at its discretion.

3.10 No Refunds of Job Fees are offered except as required by law.

4 Direct Contracting Between Customers And Service Providers

4.1 Without the written consent of the Company, the Service Provider shall not directly contract to provide services to a Customer outside of Redbridge Education except in relation to an accepted Job. Where such a direct relationship is formed without the consent of the Company, the Service Provider agrees to pay the Company the Service Fee percentage of the current maximum amount of the total Job Fee the Service Provider will receive from the Customer for providing services related to a Job/Project, as though that Job/Project, been arranged via Redbridge Education.

4.2 The prohibition on direct contracting between Customers and Service Providers in 4.1 shall apply to each Service Provider that contacts a Customer via Redbridge Education regarding a Job, and shall expire 12 months from the date that the Job Listing was submitted to Redbridge Education.

4.3 The Company will issue a Tax Invoice to the Service Provider for all such fees payable to the Company under clause 4.1.

5 Relationship

5.1 The parties agree that the Service Provider is an independent contractor to the Customer. Each Service Provider and Customer is responsible to each other with respect to each Job. The parties acknowledge and agree that:

- a. The Service Provider is not an employee or subcontractor of the Company, and the Service Provider does not provide any services to Customers on behalf of the Company;
- b. The Company is only the Service Provider's agent for the purpose of arranging Jobs;
- c. The Service Provider is not an employee of the Customer or the Company; and
- d. The Company is not an agent of the Customer.

6 General Conditions

6.1 License

- a. By accepting the terms and conditions of this Agreement, the User is granted a limited, nonexclusive and revocable licence to access and use Redbridge Education for the duration of this Agreement, in accordance with the terms and conditions of this Agreement.
- 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 this Agreement by the User.

6.2 Modifications of Terms

- a. The terms of this Agreement 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 (typically by the continued ongoing use of Redbridge Education after a certain date, as specified in the notice) in order to continue using Redbridge Education.

6.3 Use of Software

- a. The User agrees and accepts that Redbridge Education 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 Redbridge Education 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 Redbridge Education.

6.4 Service and Support

- a. The Company provides user support for Redbridge Education within Redbridge Education or via the email address admin@redbridgeeducation.com.au The Company may also provide customer service and support via telephone.
- b. Where a User contacts the Company via phone, the User agrees that their call may be recorded for training purposes and in order to improve the quality of services that the Company offers.
- c. The Company shall endeavour to respond to all support requests within 2 Business Days.

6.5 Use and Availability

- a. The User agrees that it shall only use Redbridge Education 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 Redbridge Education. The User shall notify the Company as soon as it becomes aware of any unauthorised access of its Redbridge Education account.

- c. The User agrees that the Company shall provide access to Redbridge Education to the best of its abilities, however:
 - i. Access to Redbridge Education may be prevented by issues outside of its control; and
 - ii. It accepts no responsibility for ongoing access to Redbridge Education.

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 a Service Provider or Customer handles personal information. If necessary under the Privacy Act, it is the Customer or Service Provider's responsibility to meet the obligations of the Privacy Act by implementing a privacy policy in accordance with law.
- c. Redbridge Education may use cookies (a small electronic tracking code) 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 Redbridge Education 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 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 Content 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 Redbridge Education.
- c. The Redbridge Education Application. The User agrees and accepts that Redbridge Education is the Intellectual Property of the Company and the User further warrants that by using Redbridge Education the User will not:
 - i. Copy Redbridge Education 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 Redbridge Education or any documentation associated with it.
- d. Content. All content submitted to the Company, whether via Redbridge Education 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 Redbridge Education.

6.9 Disclaimer of Third Party Services & Information

- a. The User acknowledges that Redbridge Education is dependent on third-party services, including but not limited to:
 - i. Banks, credit card providers and merchant gateway providers;
 - ii. Telecommunications services;
 - iii. Hosting services;
 - iv. Email services; and
 - v. Analytics services
 - vi. Service Listings Ratings and or Rankings algorithms.
- b. The User agrees that the Company shall not be responsible or liable in any way for:
 - . Interruptions to the availability of Redbridge Education due to third-party services or the quality/accuracy thereof; or
 - i. Information contained on any linked third party website.

6.10 Liability & Indemnity

- a. The User agrees that it uses Redbridge Education at its own risk.
- b. The User acknowledges that Redbridge Education does not offer or perform Jobs on its own behalf.
- c. The User acknowledges that the Company is not responsible for the conduct or activities of any User or Rankings and Ratings posted by any User and that the Company is not liable for such under any circumstances.
- d. 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 Redbridge Education, including any breach by the User of the terms of this Agreement.
- e. 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 use of Rankings or Ratings of services, or inability to use Redbridge Education, 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.
- f. 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.

6.11 Termination

- a. Either party may terminate this Agreement by giving the other party written notice.
- b. 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, and the rights and obligations under clauses 6.10, 6.12 and 6.13 survive termination of this Agreement.

6.12 Dispute Resolution

- a. If any dispute arises between the parties in connection with this Agreement (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.

6.13 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 this Agreement. 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 this Agreement 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 this Agreement.
- g. The Company may assign or otherwise create an interest in its rights under this Agreement by giving written notice to the User.

6.14 Ratings

- a. Special Conditions. The parties may agree to any Special Conditions to this Agreement in writing.
- b. Prevalence. To the extent this Agreement is in conflict with, or inconsistent with any Special Conditions made under this Agreement, the terms of those Special Conditions shall prevail.

- 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 this Agreement.
- d. Relationship. The relationship of the parties to this Agreement does not form a joint venture or partnership.
- e. Waiver. No clause of this Agreement 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 this Agreement and the transaction facilitated by it.
- g. Governing Law. This Agreement is governed by the laws of New South Wales, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there