

**Hi & Buy**

C U IN FIVE PTY LTD ABN 42 621 754 345

**TERMS OF SERVICE**

## INTRODUCTION

The Company provides the “Hi & Buy” digital platform for the buying and selling of goods. Use of Hi & Buy is subject to these Terms of Service and the Privacy Policy.

## DEFINITIONS

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

- (a) **ABN** means Australian Business Number.
- (b) **Account** means a registered account with Hi & Buy.
- (c) **Agreement** means the agreement formed between the User and the Company under, and on the terms of, these Terms of Service.
- (d) **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.
- (e) **Buyer** means any User that uses Hi & Buy to purchase an Item.
- (f) **Company** means C U In Five Pty Ltd ABN 42 621 754 345.
- (g) **Confidential Information** means any written or verbal information that:
  - i A party informs the other party that it considers it confidential and/or proprietary; and
  - ii A party would reasonably consider to be confidential in the circumstances,but does not include information that a party can establish:
  - iii Was in the public domain at the time it was given to that party;
  - iv Became part of the public domain, without that party's involvement in any way, after being given to the party;
  - v Was in party's possession when it was given to the party, without having been acquired (directly or indirectly) from the disclosing party; or
  - vi Was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.
- (h) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (i) **Hi & Buy** means the “Hi & Buy” digital marketplace for the buying and selling of goods as developed by the Company and accessible from Mobile Application Marketplaces from time-to-time.
- (j) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or

unregistered trade marks, brand names, business names, domain names and other forms of intellectual property.

- (k) **Item** means any good available for purchase via Hi & Buy.
- (l) **Item Fee** means the fee payable by the Buyer to the Seller to purchase an Item.
- (m) **Listing** means an advertisement within Hi & Buy for the sale of an Item.
- (n) **Listing Content** means any information contained within a Listing that is made available to Users, including (without limitation) the description and condition of Items.
- (o) **Mobile Application Marketplace** means an online marketplace for access to Hi & Buy and other applications for mobile devices, such as the App Store and Google Play.
- (p) **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).
- (q) **Payment Platform** means a third-party online payments platform engaged by the Company to manage payments.
- (r) **Privacy Act** means the *Privacy Act 1989* (Cth).
- (s) **Privacy Policy** means the Company's privacy policy as updated from time-to-time, which can be found at the Site.
- (t) **Seller** means any User that uses Hi & Buy to sell an Item.
- (u) **Site** means the Company's website accessible at <http://www.hiandbuy.com.au/>.
- (v) **Tax Invoice** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (w) **Terms of Service** means the terms and conditions of using Hi & Buy as updated from time-to-time, which can be found at the Site.
- (x) **Transaction** means the in-person exchange of an Item between the Buyer and the Seller, in which the Buyer pays the Item Fee to the Seller in exchange for the Seller giving the Buyer possession of the Item.
- (y) **Transaction Deadline** means the fixed period of time that the Buyer and the Seller have to complete a Transaction, which in default shall be ten minutes from the time the Seller accepts a Buyer's request.
- (z) **Transaction Fee** means the commission received by the Company on each completed Transaction, being 4.6% of the Item Fee plus a set fee of \$0.30 per Transaction and as modified from time to time.
- (aa) **Transaction Location** means the location that the Buyer and Seller must meet to complete a Transaction, as determined by the Seller.
- (bb) **User** means any user of Hi & Buy and includes both Buyers and Sellers.

- (cc) **User Content** means all information and other such materials input into Hi & Buy by the User or otherwise made available for use by the Company in relation to Hi & Buy including Listing Content but does not include User Data.
- (dd) **User Data** means any information derived by the Company (or any third party on the Company's behalf) from the User's use of Hi & Buy.
- (ee) **User Stats** means a User's individual statistics with respect to their use of Hi & Buy, which may include (without limitation):
  - i Overall rating;
  - ii Total number of buys;
  - iii Total number of sells;
  - iv Total number of out of time transactions; and
  - v Total number of failure to exchange transactions.

## 1 USING HI & BUY

### 1.1 General

- (a) To access Hi & Buy, the User must:
  - i Download Hi & Buy to their mobile device from a Mobile Application Marketplace;
  - ii Set up an Account; and
  - iii Agree to these Terms of Service and the Privacy Policy.
- (b) The User agrees to use Hi & Buy in accordance with any instructions provided by the Company, within Hi & Buy and/or on the Site.
- (c) The User must immediately cease to use Hi & Buy if the User can no longer agree or adhere to these Terms of Service.
- (d) The Company may restrict or terminate the access of any User that breaches these Terms of Service.
- (e) Hi & Buy is a digital platform connecting Buyers and Sellers only and is not responsible for any Transactions that result from use of Hi & Buy.
- (f) The User can be both a Seller and a Buyer at the same time, provided that they are not the Seller and the Buyer in the same Transaction.

### 1.2 Account

- (a) To set up an Account, the User must register by either:
  - i signing up via social login using Facebook; or

- ii signing up by providing their mobile phone number and setting a password.
- (b) The User is solely responsible for maintaining the security of their login details and password, and for all activities that occur under their Account.
- (c) The User shall notify the Company as soon as it becomes aware of any unauthorised access of its Account.

### **1.3 Features**

Hi & Buy enables the User to (without limitation):

- (a) Search, filter and view Listings;
- (b) Create, edit and remove Listings;
- (c) Request and accept Transactions;
- (d) Request and accept increase to Transaction Deadline;
- (e) Buy and sell Items;
- (f) Message Users;
- (g) View User Stats;
- (h) Rate Users; and
- (i) Access and use any other features made available by the Company from time-to-time.

## **2 RELATIONSHIP**

**2.1** The Company's role is limited to providing the digital platform to enable the sale of Items between the Buyer and Seller, and the parties are directly responsible to each other with respect to a Transaction.

**2.2** The User acknowledges and agrees that:

- (a) The Company is not responsible for, and is not a party to, any Transaction;
- (b) The Seller is not engaged by the Company and the Seller does not provide any goods or services on behalf of the Company; and
- (c) The Company is not an agent of the Seller.

## **3 ITEMS**

**3.1** The User acknowledges and agrees that Items listed for sale are under the control of the Seller and the Company does not review or approve any Listings before they are advertised on Hi & Buy.

- 3.2** Each User warrants and represents that in the course of accessing or using Hi & Buy, the User will ensure that its use of Hi & Buy, including the sale of any Item, complies with all applicable laws, rule and regulations.
- 3.3** The Company may, but is not required to under any legal or other obligation, remove without further notice any Listing of any User that suggests that a User is selling or seeking to sell an Item that the Company determines in its sole and absolute discretion is illegal, offensive or inappropriate.
- 3.4** The Buyer acknowledges and agrees that it purchases an Item “as is” and “with all faults” and the Seller and the Company make no representations or warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or any other matter with respect to the Item.

#### **4 LISTING CONTENT**

- 4.1** The User acknowledges and agrees that Listing Content is under the complete control of the Seller and the Company simply provides the platform for Sellers to advertise and sell Items.
- 4.2** The Seller is solely responsible for ensuring the accuracy of all information described in a Listing, and the Company shall not be held liable in any way with respect to Listing Content made available to the User and does not make any representations that Listing Content is complete, accurate or up-to-date, and in particular any Items are of the condition described by the Seller.
- 4.3** If the User has good grounds to believe that specific Listing Content is false, inaccurate or misrepresenting, then the User may notify the Company by reporting the Seller via the Mobile Application Marketplace and the Company may, in its complete discretion, contact the relevant Seller to discuss the issue.
- 4.4** The Company may, but is not required to under any legal or other obligation, vary or remove Listing Content in its discretion without notice or liability to the User.

#### **5 TRANSACTIONS**

- 5.1** The User acknowledges and agrees that:
- (a) Transactions must be in person at the agreed Transaction Location only and Items not delivered to the Buyer by post or by any other means;
  - (b) The Item Fee must be paid by the Buyer to the Seller via Hi & Buy only and not by cash or otherwise;
  - (c) Transactions must occur within the Transaction Deadline unless extended by mutual agreement of the Buyer and Seller; and
  - (d) The Company is not responsible for any interaction that occurs between Users during a Transaction.

## **6 USER CONDUCT**

**6.1** The User warrants and represents that it shall only use Hi & Buy for legal purposes and shall not use it to engage in any conduct that is unlawful, immoral, threatening or abusive in any way.

**6.2** In particular, the User warrants and represents that in the course of accessing or using Hi & Buy, the User will not:

- (a) Post or transmit to Hi & Buy, including via any direct messaging capabilities made available on Hi & Buy, any non-authorized material including, but not limited to, material that is likely to cause annoyance or offence to other Users or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of the Company's systems or a third party's systems or network security;
- (b) Use Hi & Buy for any other purpose than to facilitate the buying and selling of goods;
- (c) Use Hi & Buy to harass, stalk, threaten, abuse or otherwise unduly interfere with Users;
- (d) Impersonate any other person when interacting with Users;
- (e) Use Hi & Buy for illegal purposes or permitting any third party to do so;
- (f) Allow any third party to access Hi & Buy who has not agreed to these Terms of Service;
- (g) Collect information about Users, including email addresses and other personal information, without their consent; and
- (h) Create User Content that is offensive, rude, false or otherwise immoral.

**6.3** During a Transaction, the proposed Buyer and Seller may message each other directly via Hi & Buy. Where Users connect with each other via Hi & Buy, the Company will not have any involvement in, or liability with respect to, any resulting communications and/or transactions entered into between the parties.

### **6.4 Lodging a Complaint**

- (a) The User may lodge a complaint to the Company with respect to another User's conduct via email at [support@hi&buy.com.au](mailto:support@hi&buy.com.au), and in particular where the behaviour of a User is intimidating, threatening and/or inappropriate.
- (b) The Company may suspend or delete the Account of any User that the Company, upon review and in its sole and absolute discretion, determines is in breach of these Terms of Service.
- (c) The Company will advise the User of a suspended or deleted Account of the decision to suspend or delete the Account but is under no obligation to identify a complainant.
- (d) The Company's decision whether or not to suspend or remove a User account is at its absolute discretion. The Company's decision shall be final and not subject to review.

## **7 FEES**

### **7.1 Item Fee**

All payments are managed by the Payment Platform. The Company is not responsible for the receipt or distribution of payments and does not store the User's credit card information.

### **7.2 Transaction Fee**

As consideration for facilitating the Transaction via Hi & Buy, the User expressly consents to, authorises and instructs the Company to deduct the Transaction Fee from the Item Fee at the time funds are paid to the Seller.

### **7.3 Currency**

All fees are payable in Australian dollars, however transactions may be processed in an equivalent foreign currency (such as US dollars).

### **7.4 GST**

For Users in Australia, GST may be applicable to any Item Fees charged by the Seller. Unless expressed otherwise, all Item Fees and Transaction Fees shall be deemed inclusive of GST.

### **7.5 Variations**

- (a) The Company may introduce new fees and charges by giving the User written notice. If a User does not accept a change to fees, then their access to Hi & Buy will no longer be available.
- (b) The Company reserves the right to vary and amend any other terms of the Terms of Service from time to time. If a User continues to use Hi & Buy following such variation or amendment then the User will be bound by the varied or amended Terms of Service and will be taken to have consented to such variations or amendments.

### **7.6 Refunds.**

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

## **8 USER CONTENT**

**8.1** Each User is responsible for the accuracy, quality and legality of any content that the User uploads and the Company accepts no liability in connection with the User Content.

**8.2** The Company shall not access, use, modify or otherwise deal with User Content except where required by law, with the User's permission (such as to provide support for the User's access to Hi & Buy) and/or otherwise in accordance with these Terms of Service.

**8.3** The Company may suspend accessibility to User Content that the Company determines is illegal, offensive, indecent or objectionable in its sole discretion.



## **9 GENERAL CONDITIONS**

### **9.1 Licence**

- (a) By accepting these Terms of Service, the User is granted a limited, non-exclusive, non-transferrable and revocable licence to access and use Hi & Buy 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 as it sees fit.
- (c) The Company may revoke or suspend the User's licence in its absolute discretion for any reason that it sees fit, including for breach of these Terms of Service by the User.

### **9.2 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 makes a material change to these Terms of Service, it will provide the User with written notice, and the User will be required to accept the modified terms in order to continue using Hi & Buy.

### **9.3 Hosting**

- (a) The User agrees and accepts that Hi & Buy is hosted by a third party service provider engaged by the Company.
- (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 Hi & Buy.

### **9.4 Support**

- (a) The Company shall provide the support services in the manner published within Hi & Buy and/or notified in writing to the User from time-to-time.
- (b) The Company reserves the right to require the payment of reasonable fees for non-standard support requests prior to the provision of such support.

### **9.5 Availability**

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

### **9.6 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.

- (b) The Privacy Policy does not apply to how the User handles personal information. If necessary under the Privacy Act, it is the User's responsibility to meet the obligations of the Privacy Act by implementing a privacy policy in accordance with law.
- (c) The Company makes no warranty as to the suitability of Hi & Buy in regard to the User's privacy obligations at law or contract, and it is the User's responsibility to determine whether Hi & Buy is appropriate for the User's circumstances.
- (d) Hi & Buy may use cookies (a small electronic file) to improve the 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.

## 9.7 Security

- (a) The Company takes the security of Hi & Buy 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, including the storing or transmitting of malware or malicious code.

## 9.8 Intellectual Property

- (a) **Trade marks.** The Company has moral, registered and unregistered 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, trade marks, 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 Hi & Buy.
- (c) **Hi & Buy.** The User agrees and accepts that Hi & Buy is the Intellectual Property of the Company and the User further warrants that by using Hi & Buy the User will not:
  - i Copy Hi & Buy 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 Hi & Buy or any documentation associated with it.
- (d) **Content.** All content (excluding User Content) submitted to the Company, whether via Hi & Buy 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 Hi & Buy.
- (e) **Licence granted by User.** The User grants to the Company a transferable, non-exclusive, sub-licensable, royalty-free, perpetual, worldwide licence to use, display, copy, modify, adapt and publish the:

- i User Data (to the extent that the User owns any Intellectual Property therein) and the User Content in order to improve, update, modify or upgrade Hi & Buy or any other offering or services provided by the Company from time to time; and
- ii User Content to provide or in connection with operating Hi & Buy or providing services to the User in accordance with these Terms of Service.

### **9.9 Disclaimer of Third Party Services**

The User agrees and acknowledges that Hi & Buy has third party dependencies which may affect its availability, including (without limitation) internet service providers and hosting services, and that the Company has no means of controlling the availability of such dependencies and shall not be liable for any interruptions to such.

### **9.10 Linked sites**

Hi & Buy may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, the Company does not endorse and is not responsible for the content on those linked websites and has control over or rights in those linked websites.

### **9.11 Confidentiality**

- (a) 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.
- (b) 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.
- (c) 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.

#### **9.12 Liability & Indemnity**

- (a) The User agrees that it uses Hi & Buy at its own risk.
- (b) The User acknowledges that the Company is not responsible for the conduct or activities of the User and that the Company is not liable for such under any circumstances, in particular any interactions and transactions between Users that result from the use of Hi & Buy.
- (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 Hi & Buy, including any breach of these Terms of Service by the User.
- (d) The Company makes no representations, warranties or guarantees, whether express or implied, that the User will successfully complete a Transaction to buy or sell an Item.
- (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 inability to use Hi & Buy, 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: (1) the re-supply of services provided by the Company to the User; or (2) payment of the cost of having the services provided by the Company to the user re-supplied.

#### **9.13 No Warranty**

- (a) The Company and its suppliers make no warranty or representation of any kind, whether express, implied, statutory or otherwise, including warranties of

merchantability, fitness for a particular use or non-infringement or warranties as to the quality, safety or fitness for purpose of Items sold via Hi & Buy.

- (b) The Company takes no responsibility for any harm or loss suffered by a User as a result of (without limitation):
  - i Anything that transpires during a Transaction;
  - ii Failure for a Transaction to occur;
  - iii Loss or damage caused by a User at a Transaction;
  - iv Loss or damage to property, or harm to the person of a User, caused by another User.
- (c) If a User suffers loss or harm as a result of another User in connection with use of Hi & Buy, the User agrees that the User shall have no recourse against the Company.

#### 9.14 Termination

- (a) Either party may terminate these Terms of Service with immediate effect by giving the other party written notice. It is not essential to provide reasons for the termination.
- (b) If these Terms of Service are terminated then the User's access to Hi & Buy will terminate immediately and the licence granted by the Company to the User under clause 9.1 will automatically revert back to the Company immediately.
- (c) Where these Terms of Service have been terminated, the User must immediately cease using Hi & Buy.
- (d) 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.

#### 9.15 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.

#### 9.16 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. A notice sent by the Company to the User will be taken to be duly given if it is sent to the address last notified by the User to the Company.
- (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) The User may not assign or otherwise create an interest in these Terms of Service.
- (f) The Company may assign or otherwise create an interest in its rights under these Terms of Service by giving written notice to the User.

#### 9.17 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 any other agreement between the Company and the User, or any special conditions made under these Terms of Service, as relevant, the terms of those other agreements or 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 these Terms of Service.
- (d) **Relationship.** Nothing contained in these Terms of Service shall be construed as creating any relationship of, or implying that the relationship between the Company and the User is that of, agency, partners, joint venturers or employer and employee in any respect whatsoever.
- (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 are governed by the laws of Victoria, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- (h) **Clauses which survive termination.** Clauses 9.6, 9.8, 9.9, 9.10, 9.11, 9.12, 9.14, 9.15 and 9.17 survive the termination of these Terms of Service, together with any other clause which by its nature is intended to do so.
- (i) **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.
- (j) **Interpretation.** The following rules apply unless the context requires otherwise:
  - i Headings are only for convenience and do not affect interpretation.
  - ii The singular includes the plural and the opposite also applies.
  - iii If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
  - iv A reference to a clause refers to clauses in these Terms of Service.
  - v A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
  - vi Mentioning anything after *includes, including,* or similar expressions, does not limit anything else that might be included.
  - vii A reference to a *party* to these Terms of Service or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
  - viii A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
  - ix 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.

**END OF TERMS OF SERVICE**