

TWO SQUARE PEGS TERMS OF SERVICE

1 INTRODUCTION

Two Square Pegs Pty Ltd ACN 600 820 791 (**Two Square Pegs**) is the owner of the website application accessible through *www.twosquarepegs.com* (**Platform**).

Two Square Pegs agrees to grant access to the User (**you or User**) subject to the terms & conditions of these Terms of Service (**Terms**). You agree that your continued use of the Platform is indicative of your acceptance of these Terms. Should you not agree or comply with (or cease to agree or comply with) any provisions of these Terms, you must immediately cease using the Platform.

Consent & Acknowledgement. The User consents to and acknowledges that they may be participating in a recruitment process by using the Platform. This may result in an obligation of confidentiality and privacy, as well as the submission of personal and private information that will be reviewed and shared by people involved in the process. The User acknowledges that Two Square Pegs relies on the indemnifications given by the User in these Terms to provide the Platform and give the User access.

Electronic Communications. The Platform is an online tool that enables Entrepreneurs and Experts to communicate and participate in an online recruitment process. The nature of the Platform means that Two Square Pegs, Entrepreneurs and Experts may communicate with each other through the Platform and electronic mail. The User acknowledges and agrees that while they can choose to opt out of receiving communications, this may frustrate their ability to use some or all of the features of the Platform and/or their recruitment or selection for a Job.

No Advice. The Platform is a communication and recruitment tool only and does not constitute advice from Two Square Pegs or imply any warranty or guarantee except as expressly provided for in these Terms.

PARTICULARS

2 USERS

2.1 The Platform distinguishes Users into 3 categories:

- (a) **Experts** are users that are offering their expertise for a Job and/or Project. Their use of the Platform is restricted to certain features of the Project, and they consent to their Expert Information:
 - i Being reviewed for a Project; and
 - ii Remaining stored and accessible in the Platform by Entrepreneurs and Two Square Pegs.
- (b) **Entrepreneurs** are users that that are registered in the Platform to post Projects and/or Jobs, receive applications from Experts and engage Experts.

2.2 Users must be 18 years and/or a legal entity capable of forming legally binding contracts.

3 PLATFORM & FEATURES

Projects. The Platform enables Entrepreneurs to communicate with and engage Experts for Projects. The Entrepreneur is ultimately responsible for all Jobs and Projects, and ensuring that these Terms are complied with all respects.

Features. The Platform features tools to facilitate Projects, including:

Expert Applications & Reviews to enable Experts to submit details, applications for Jobs and/or Projects and for Entrepreneurs review, comment and share applications;

Video Interviews to enable Experts to perform online video interviews and for Entrepreneurs to store, playback, share and review;

Electronic Communications to enable Entrepreneurs, Experts and Two Square Pegs to communicate electronically with each other.

Each User is responsible for ensuring that their use of any features of the Platform is compliant with any applicable laws and regulations, including privacy requirements.

1 PROJECTS

For each Project, the Entrepreneur warrants that:

It is a real Project with a bona fide intention to engage a suitable Expert;

Any Job advertised is legal, non-discriminatory and conscionable; and

Expert Information will only be used for a Project and as provided for in these Terms.

The User agrees that there is no guarantee of a successful outcome of a Project using the Platform.

The Entrepreneur and Expert agree and warrant that:

Project Material. Unless specified otherwise, all Project Material shall become the property of the Entrepreneur;

Performance. Unless agreed to in writing, the Expert must not subcontract the performance of any Job;

Confidentiality. The Expert will treat all information regarding the Entrepreneur and Project Material as Confidential Information;

Relationship. The Expert is an independent contractor to the Entrepreneur;

Release. The Entrepreneur and the Expert release Two Square Pegs from any liability with regard the performance of the Project; and

Compliance. The Entrepreneur and the Expert will comply with the terms of the Terms of Service in their use of the Platform for the Project.

Two Square Pegs reserves the right to cancel or suspend any Project at any time in its absolute discretion.

2 PAYMENTS

Each User agrees to pay all Fees & Charges to Two Square Pegs as required for use of the Platform and each Project.

Payment may be required in advance for Projects and in the event of such the Project may not commence until the Fees & Charges have been paid in full.

The Payment Terms shall be set for each Project, or in default shall be payable within 3 business days of the issue of a Tax Invoice.

3 CIRCUMVENTING THE PLATFORM

By using the Platform, Entrepreneurs and Experts warrant that they will not circumvent the Platform and that all Projects must be performed via the Platform.

Where a Entrepreneur and Expert deregister from the Platform (or stop using the Platform) they must not solicit any other Entrepreneur or Expert from the Platform for a period of 18 months from their last login date.

4 GENERAL

Term. Access to the Platform is offered on an ongoing basis to the User subject to and until terminated in accordance with these Terms.

SPECIAL CONDITIONS

1 THE EFFECT OF SPECIAL CONDITIONS

The parties may agree to any Special Conditions to this Agreement in writing. Where the parties make such Special Conditions those Special Conditions shall prevail over any inconsistency with any other provisions of this Agreement.

GENERAL CONDITIONS

1 INTERPRETATION

The following definitions apply in this document:

ABN means Australian Business Number.

ACN means Australian Company Number.

Agreement Date means the day that these Terms are entered into by the User.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in the Melbourne, Australia

Expert Information means data (including written information, video, audio, documents, images and the like) submitted from or with regards to a Expert in the Platform.

Expert means a person that registers on the Platform.

Entrepreneur means an individual or entity that is seeking to engage with experts using the Platform.

Commencement Date means the date the User accepts and agrees to these Terms and is given access to the Platform.

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:

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;

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

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

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

the party's policies and procedures; and

all information contained in this document,

but excludes information that the other party can establish:

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

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

Corporations Act means the *Corporations Act 2001* (Cth).

Fees & Charges include (but are not limited to):

Two Square Pegs Subscription Fees ;

Any other fees & charges as set out in the Platform and/or Project from time-to-time.

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

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

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

the effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and

embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage.

General Conditions means the terms and conditions set out in the section of these Terms entitled "General Conditions".

GST has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means all rights (present and future) conferred by common law, equity or statute (and all moral rights) connected with business names, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, trademarks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Job means the role(s) or position(s) offered in a Project for which applications are sought from Experts.

Particulars means the details and variables set out in the section of these Terms entitled "Particulars".

Platform means the platform described in the Background & Introduction.

Pricing means the pricing set out in these Terms or as notified to the User in writing by Two Square Pegs from time-to-time.

Privacy Act means the *Privacy Act 1989* (Cth).

Privacy Policy means the privacy policy accessed through the website InspectRealEstate.com.au as amended from time-to-time.

Project Material means all data (including Expert Information, notes, comments, feedback and ratings) about a Project in the Platform.

Project means the undertaking of a venture or new business which requires assistance or guidance from an expert via the Platform.

Special Conditions means the terms and conditions set out in the section of these Terms entitled "Special Conditions".

Tax Invoice has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

User Data means data that is entered into the User's account in the Platform, such as name and contact details.

User means (as the context infers) each of Experts and Entrepreneurs.

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.
- (b) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (c) A reference to a clause refers to clauses in these Terms.
- (d) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (e) Mentioning anything after *includes*, *including*, or similar expressions, does not limit anything else that might be included.
- (f) A reference to a *party* to these Terms or another Agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).

- (g) A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
- (h) A reference to *information* includes 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.
- (i) A reference to *dollars* or \$ is to an amount in Australian currency.

5 AGREEMENT & APPLICATION

These Terms apply to use of and access to the Platform.

By accepting these Terms you agree to the:

Background & Introduction;

Particulars;

General Conditions; and

Any Special Conditions.

Where the User does not or no longer accepts the terms and conditions of these Terms, the User must immediately cease using the Platform.

These Terms may be updated by Two Square Pegs at its absolute discretion from time-to-time, and unless stated otherwise by Two Square Pegs in writing, such updates shall come into effect for use of the Platform upon acceptance of the update by the User. Acceptance shall be deemed where the user has been notified of the updates and continues to use the Platform. Where the User does not accept such changes it must immediately notify Two Square Pegs and cease to use the Platform.

6 PLATFORM

The Platform is only accessible to the User for Term set out in the Particulars.

The Platform may be available in various modules, packages and combinations, which the User may upgrade, downgrade or otherwise access or subscribe separately or together from time-to-time as indicated by Two Square Pegs in its absolute discretion.

The User agrees and accepts that the Platform is:

hosted by Two Square Pegs and shall only be installed, accessed and maintained by the User, accessed using the internet or other connection to Two Square Pegs's servers and is not available 'locally' from the User's systems; and

managed and supported exclusively by Two Square Pegs from Two Square Pegs's third party server hosting the Platform and that no 'back-end' access to the Platform is available to the User unless expressly agreed in writing.

As a hosted and managed service, Two Square Pegs reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Platform in its absolute discretion.

Two Square Pegs shall not exercise its rights under clause 3.4 in a manner that would intentionally cause the User to lose access to User Data, other than in accordance with the terms of these Terms.

7 LICENSE

By accepting the terms and conditions of these Terms, the User is granted a limited, non-exclusive and revocable license to access the Platform for the duration of these Terms, in accordance with the terms and conditions of these Terms.

Two Square Pegs may issue the license to the User on any further terms or limitations (including the number of users) as it sees fit.

Two Square Pegs may revoke or suspend the User's license(s) in its absolute discretion for any reason that it sees fit, including for breach of the terms and conditions in these Terms by the User's users. Two Square Pegs will ordinarily advise the User of any suspension or revocation however it is under no obligation to do so.

8 USE

The User agrees and warrants that:

it shall only use the Platform 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 Two Square Pegs in its discretion;

all information it provides to Two Square Pegs and/or in connection with the Platform will be accurate, truthful and compliant in all respects; and

it shall not bring the reputation of Two Square Pegs into disrepute by way of its use of the Platform.

Two Square Pegs may contact the User by physical or electronic means with respect to the User's use or access to the Platform. The User may specifically request that Two Square Pegs refrain from making certain types or use certain mediums of communication with the User.

9 AUTHORISED USERS

The User shall authorise users to access the Platform in its absolute discretion. Two Square Pegs accepts no liability for access to User Data by users authorised by the User or using login details of users authorised by the User.

The User is solely responsible for the security of its usernames and passwords which provide access to the Platform including the restriction of access due to a change in the User's staff.

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

10 USER DATA

Two Square Pegs obtains no right, title or interest in User Data including any Intellectual Property found within it. Two Square Pegs accepts no liability for the content of User Data.

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

Despite clause 7.1 Two Square Pegs shall be authorised to permanently delete User Data where:

Outstanding Fees & Charges remain unpaid in accordance with clauses 10 and 11; and/or

The User deregisters or is inactive for a period of 36 months;

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

Two Square Pegs bears no responsibility for User Data and it is the User's sole responsibility to ensure that it has backups and/or redundant access to the User Data stored in the Platform.

11 PROJECT MATERIAL

All Project Material shall be stored on the Platform at the sole risk of the Entrepreneur.

The Entrepreneur is responsible for the accuracy, quality and legality of Project Material on the Platform and the Users that create, access and/or use the Project Material.

To enable Two Square Pegs to provide the Platform, the User irrevocably grants Two Square Pegs a royalty-free, worldwide and non-exclusive license over all Project Material in the Platform and warrants that it has the authority and/or consent of any third-party intellectual property holders with respect to any Project Material that becomes subject to the license.

12 PRIVACY

Two Square Pegs maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about the User and other agencies. Two Square Pegs agrees to abide by the Privacy Act regardless of whether Two Square Pegs is legally bound by that act.

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.

Two Square Pegs 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.

The Entrepreneur undertakes to handle all Expert Information in accordance with privacy requirements and to not use Expert Information except for their recruitment purposes.

The Entrepreneur authorises Two Square Pegs to use any non-personal information (such as company names and logos) for marketing purposes.

13 FEES & CHARGES

The User agrees to pay all Fees & Charges as and when they fall due and to the extent permissible by law Fees & Charges are non-cancellable or refundable once ordered or paid.

The User agrees to pay Two Square Pegs the Fees & Charges as agreed for each Project.

Two Square Pegs may introduce new services and/or Fees & Charges by giving the User written notice of their availability and applicability.

Two Square Pegs shall notify the User of any changes to existing Fees & Charges.

If the User does not accept a change to Fees & Charges, the User must notify Two Square Pegs.

Two Square Pegs may revoke or suspend the User's license to access the Platform for unpaid Fees & Charges without liability.

Where Two Square Pegs:

is required to perform any services for the User outside of what is set out in these Terms or otherwise in writing; and

is subject to delays caused by changes or complexities outside of its control (and not caused by its breach of these Terms); then

the User agrees that Two Square Pegs shall be entitled to charge the User an additional amount that is reasonable for the service performed.

Fees & Charges are exclusive of GST.

14 INVOICING & PAYMENTS

Two Square Pegs shall issue the Entrepreneur a Tax Invoice for all Fees & Charges. The terms of payment set out in the Particulars shall apply.

Where Fees & Charges are payable:

in advance, no services shall be commenced or provided unless a Tax Invoice has been issued and paid in full;

in arrears, Two Square Pegs reserves the right to cease work and not perform any further services until the Tax Invoice for those Fees & Charges have been paid.

Should the User dispute a Tax Invoice, the User must notify Two Square Pegs of the disputed item within 5 Business Days of the date of the Tax Invoice. The User must pay the amount of the Tax Invoice not in dispute within the prescribed payment period.

Overdue Tax Invoices shall accrue interest at the rate of 1.5% per month, or in default, the maximum rate of penalty interest prescribed under law.

The User authorises Two Square Pegs to use the User's information for the purposes of obtaining a credit assessment or to otherwise make investigations as to the User's payment history.

No refunds are offered.

15 DATA

Security. Two Square Pegs takes the security of the Platform and the privacy of its users very seriously, and shall take reasonable steps to ensure that the Platform is secure from unauthorised access consistent with commercially-available ongoing online security practices. The User agrees that:

the User shall not do anything to prejudice the security or privacy of Two Square Pegs's systems or the information on them; and

Two Square Pegs is in no way liable for any breach of its systems that results in unauthorised access to or corruption of User Data., including but not limited to viruses

Transmission. Two Square Pegs 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.

Storage. Two Square Pegs 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 Two Square Pegs shall be stored according to accepted industry standards.

Backup. Two Square Pegs shall perform backups of its entire system in as reasonable manner and at such times and intervals as is reasonable for its business purposes. Two Square Pegs 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 Two Square Pegs.

Transfer & Return. Upon request, Two Square Pegs shall export all the User Data and return same to the User by way of physical media or download, as is appropriate, and the User shall pay Fees & Charges and reimburse Two Square Pegs for any reasonable expenses incurred in doing so (such as freight and insurance).

16 ACCESS

Platform. By accepting the terms of these Terms the User agrees that Two Square Pegs shall provide access to the solution to the best of its abilities, however it accepts no responsibility for ongoing, uninterrupted or fault-free access to the Platform for any reason whatsoever.

17 INTELLECTUAL PROPERTY

Trademarks. Two Square Pegs 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 Two Square Pegs.

Proprietary Information. The Platform may use software and other proprietary systems and Intellectual Property for which Two Square Pegs 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.

Platform. The User agrees and accepts that the Platform is the Intellectual Property of Two Square Pegs and the User further warrants that by using the Platform the User will not:

copy the Platform or the services that it provides for the User's own commercial purposes; and

directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in the Platform or any documentation associated with it.

Content. All content (with the exception of User Data) remains the Intellectual Property of Two Square Pegs, including (without limitation) any source code, analytical and statistical information, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the Platform.

18 CONFIDENTIAL INFORMATION

Each party acknowledges and agrees that:

Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);

it owes an obligation of confidence to the Discloser concerning Confidential Information;

it must not disclose Confidential Information to a third party except as permitted in these Terms;

Unless provided for in these Terms, all Intellectual Property rights remain vested in the Discloser and disclosure of Confidential Information does not in any way transfer or assign any rights or interests in such Intellectual Property to the receiving party; and

any breach or threatened breach by the receiving party of an obligation under these Terms 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.

A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:

Any actual, suspected, likely or threatened breach by it of clause 15.1;

Any actual, suspected, likely or threatened breach by any person of any obligation in relation to Confidential Information; or

Any actual, suspected, likely or threatened theft, loss, damage, or unauthorised access, use or disclosure of or to any Confidential Information.

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:

Any actual, suspected, likely or threatened breach of a term of these Terms; or

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.

19 LIABILITY & INDEMNITY

The User agrees that it uses the Platform at its own risk.

The User acknowledges that Two Square Pegs is not responsible for the conduct or activities of any user and that Two Square Pegs is not liable for such under any circumstances.

The User agrees to indemnify Two Square Pegs for any loss, damage, cost or expense that Two Square Pegs may suffer or incur as a result of or in connection with the User's use of or conduct in connection with the Platform, including any breach by the User of these Terms.

In no circumstances will Two Square Pegs 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 or any content, or in any way relating to an experience itself (or the provision or non-provision of an experience), whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not Two Square Pegs knew or should have known of the possibility of such damage to business interruption of any type, whether in tort, contract or otherwise.

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, Two Square Pegs and Two Square Pegs's related entities exclude all conditions and warranties that may be implied by law.

To the extent permitted by law, Two Square Pegs's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at Two Square Pegs's option to:

the re-supply of services or payment of the cost of re-supply of services; or

The replacement or repair of goods or payment of the cost of replacement or repair.

20 BREACH

Where a party is in breach of these Terms, the other party may issue a written notice (**Breach Notice**) requiring the party in breach that must set out:

the nature of the breach;

the provisions of the Agreement that are alleged to have been breached;

a reasonable timeframe to remedy the breach in not less than 10 Business Days; and

The action required to remedy the breach.

Where a party issues a compliant Breach Notice in accordance with clause 17.1, 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:

the steps taken to remedy the breach; or

why the party believes it is not in breach as put forward in the Breach Notice,

shall not in itself confirm the alleged breach but shall be in itself a breach of these Terms.

Failure to remedy a breach set out in a Breach Notice shall be a material breach of these Terms (**Material Breach**).

21 TERMINATION

Breach. Where a party is in Material Breach of these Terms, the other party may terminate these Terms by giving written notice of termination, which shall become effective 5 Business Days after the date of the notice.

Cancellation or Non-Renewal. The User may deregister from the Platform (and therefore terminate the agreement formed by these Terms) by giving Two Square Pegs written notice. Two Square Pegs may terminate these Terms at any time by giving written notice to the User.

Insolvency. Either party may terminate these Terms immediately by notice, if the other party:

stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

is insolvent within the meaning of section 95A of the Corporations Act;

fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act) unless:

the debt to which the statutory demand relates is discharged within 15 Business Days of the date of the failure; or

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;

has an administrator appointed in respect of it;

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;

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;

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

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.

Expiry or termination of these Terms 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 up to the date of expiry or termination.

The rights and obligations under the relevant provisions of clauses 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21 and 22 survive termination of these Terms, as well as any other provisions that are intended or expressed to survive termination.

22 DISPUTES

Negotiation. If there is a dispute between the parties relating to or arising out of these Terms, then within five Business Days of a party notifying the other party of a dispute, senior representatives from each party must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions.

Mediation. If the dispute between the parties relating to or arising out of these Terms is not resolved within five Business Days of notification of the dispute under Clause 19.1, the parties must agree to submit the dispute to mediation, administered by lawyers engaged in alternative dispute resolution.

Arbitration. If the dispute between the parties relating to or arising out of these Terms is not settled by mediation under Clause 19.2, either party may by written notice to the other refer the dispute to arbitration administered by the Institute of Arbitrators Australia. The arbitrator will be agreed between the parties from a panel suggested by the President of the Institute of Arbitrators Australia or failing Agreement, an arbitrator will be appointed by the President of the Institute of Arbitrators Australia.

Court proceedings. A party may not commence court proceedings in relation to a dispute relating to or arising out of these Terms until it has exhausted the procedures in this clause 19 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.

23 FORCE MAJEURE

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

specify the obligations and the extent to which it cannot perform those obligations;

fully describe the event of Force Majeure;

estimate the time during which the Force Majeure will continue; and

Specify the measures proposed to be adopted to remedy or abate the Force Majeure.

Following a notice of Force Majeure in accordance with clause 20.1 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.

The party that is prevented from carrying out its obligations under these Terms 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.

The party that is prevented from carrying out its obligations under these Terms as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under these Terms.

The term of these Terms will not be extended by the period of Force Majeure.

24 ELECTRONIC EXECUTION, COMMUNICATION & AMENDMENT

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

The parties agree that these Terms may be executed electronically and that any signature required directly or incidental to these Terms may be made electronically except where required to be physically made under law.

The User can direct notices, enquiries, complaints and so forth to Two Square Pegs as set out on the Platform. Two Square Pegs will notify the User of a change of details from time-to-time.

Two Square Pegs will send the User notices and other correspondence to the details that the User submits to Two Square Pegs in the User Data, or that the User notifies Two Square Pegs of from time-to-time. It is the User's responsibility to update its contact details as they change.

A consent, notice or communication under these Terms is effective if it is sent as an electronic communication unless required to be physically delivered under law.

25 ASSIGNMENT

Two Square Pegs may assign the benefit of these Terms to any third-party at any time by giving the User written notice, and the User agrees to do all things reasonably necessary to effect such assignment.

The User must obtain the written approval of Two Square Pegs before assigning its rights under these Terms, and any purported assignment without such consent shall be deemed a material breach of these Terms.

26 GENERAL

Priority. To the extent that any terms of the Particulars are inconsistent with the terms of the General Conditions, the terms of the General Conditions shall prevail. To the extent that the Special Conditions are inconsistent with any other terms of these Terms, the Special Conditions shall prevail.

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.

Relationship. The relationship of the parties to these Terms does not form a joint venture or partnership.

Waiver. No clause of these Terms will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

Further Assurances. Each party must do anything necessary (including executing agreements and documents) to give full effect to these Terms and the transaction facilitated by it.

Liability for Expenses. Each party must pay its own expenses incurred in negotiating, executing, stamping and registering these Terms.

Inconsistency. If these Terms are inconsistent with any other previous document or Agreement between the parties, this document prevails to the extent of the inconsistency.

Counterparts. These Terms may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Time. Time is of the essence in these Terms.

Severability. Any clause of these Terms, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms.

Governing Law. These Terms are governed by the laws of Victoria, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.