

UNSEEN TERMS OF SERVICE

These Terms of Service (**Terms**) are entered into between Unseen Intelligence Pty Ltd ACN 661 111 744 (**we, us or our**) and you, the party identified in the Transaction Document, together the Parties and each a Party.

The Purpose of the Terms is to outline the rights and obligations under which the Unseen cloud-based data analytics platform (**SaaS Platform or Services**) is provided to you, the licensor party, together the Parties and each a Party.

Our Disclosures: Please read these Terms carefully prior to accepting these Terms. By accepting these Terms, you agree that:

- we may amend the Terms at any time by providing you with written notice. If we modify these Terms in a manner which will, or is likely to be, materially detrimental to you, you may terminate these Terms in accordance with these Terms;
- in the event of a failure in the Hosting and Back-Up Services, we will use commercially reasonable endeavours to restore Your Data that is affected by the failure. However, there may be situations in which Your Data cannot be recovered or Your Data retained may be out of date;
- on termination of these Terms, to the maximum extent permitted by law, you will pay us for any third party charges or expenses to which we are committed, including without limitation any charges imposed on us by such third parties arising from the cancellation;
- we may amend the Services and Fees by providing you with written notice. If you do not agree to this, you may terminate these Terms;
- subject to your Consumer Law Rights, we will not refund any amounts paid by you;
- subject to your Consumer Law Rights, we will not be liable for any loss or damage caused by your Computing Environment, any Third Party Inputs, events beyond our reasonable control (including Force Majeure Events), and Consequential Loss; and
- subject to your Consumer Law Rights, our Liability for the supply of the Services will be limited to, at our discretion, the resupply of the Services or the repayment of the Fees paid by you to us.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Acceptance

- 1.1 You accept these Terms of Service by any of the following events occur:
- (a) signing and returning these Terms to us, including by email or any electronic executions platform acceptable to us;
 - (b) confirming by email that you accept the Terms of Service;
 - (c) confirming that you accept these Terms via the Unseen data analytics platform (the **SaaS Platform**) or applications through which we provide the SaaS Platform to you, including our website;
 - (d) instructing us (whether orally or in writing) to proceed with the provision of the Service; and

- (e) making part or full payment of the Fees.

2. Services

- 2.1 In consideration of your payment of the Fees, we will provide the Service and access to the SaaS Platform in accordance with these Terms and the Licence Type selected in the Transaction Document.
- 2.2 If these Terms express a time within which access to the SaaS Platform is to be provided, we will use reasonable endeavours to provide the SaaS Platform by such time, but you agree that such time is an estimate only, and creates no obligation on us to provide the Service by that time.
- 2.3 We may amend the Terms at any time by providing you with written notice. If we modify the Terms in a manner which will, or is likely to be, materially detrimental to you, you may terminate these Terms in accordance with clause 30.
- 2.4 Subject to any other provisions of the Terms, we will commence providing the Service within a reasonable time after the Commencement Date, or as otherwise agreed between the Parties.

3. Consultancy Services

- 3.1 These Terms constitute a “standing offer” under which, during the Term, you may engage us to supply **Consultancy Services** under separate Statements of Work.
- 3.2 You may issue a request for us to provide Consultancy Services (separate to those services that are particularised in these Terms) online, via email or by any other process which we may advise you to from time to time (**SOW Request**).
- 3.3 We may, in our discretion, accept or reject an SOW request. If we accept the SOW Request, we will provide you with written notice in the form of a Statement of Work setting out (among other things) the Consultancy Services requested and any further fee required for us to undertake the Consultancy Services. Once the Statement of Work is agreed by both Parties in writing, it will be binding in accordance with these terms and the Statement of Work.
- 3.4 If you agree to the Statement of Work for the Consultancy Services, it will be binding in accordance with these Terms, and we will provide the Consultancy Services to you in consideration for payment of the additional fees which will form part of the Fees.
- 3.5 Each Statement of Work is subject to, and will be governed by, these Terms and any other conditions agreed to by the Parties in writing. To the extent of any ambiguity or discrepancy between a Statement of Work and these Terms, the terms of the Statement of Work will prevail.

4. SaaS Licence

- 4.1 In consideration of your payment of the SaaS Platform Fee, we will supply you with the SaaS Platform in accordance with these Terms and the Licence Type selected in the Transaction Document.
- 4.2 During the Term, and subject to your compliance with these Terms, we grant you and your Authorised Users a non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the SaaS Platform solely for your business purposes and as contemplated by these Terms (**SaaS Licence**).

4.3 You agree that the SaaS Licence permits you to access and use the SaaS Platform in accordance with the End User License Agreement and as set out in these Terms.

5. Authorised Users

5.1 We agree to provide each Authorised User with access to the SaaS Platform in accordance with the Authorised User Permissions.

5.2 You will ensure each Authorised User complies with these Terms and the End User License Agreement.

5.3 Each Authorised User must agree to our End User Licence Agreement (available here: <https://www.unseen.id/eula> or otherwise as notified by us to you from time to time) in order to access the SaaS Platform.

5.4 You may request in writing that additional Authorised Users be granted a licence to access the SaaS Platform (or to upgrade a particular Authorised User to a different access tier), in accordance with clause 20.

6. Account

6.1 Each Authorised User will require a login (which is linked to your Account), in order to access and use the SaaS Platform.

6.2 You must ensure that any information provided to us for any Account or login is accurate and complete, and you warrant that you are authorised to provide this information to us.

6.3 You and your Authorised Users must keep your Account and login details secure and confidential. You agree to immediately notify us if you become aware of, or have reason to suspect, any suspicious or unauthorised access to your Account or use of any login details linked to your Account.

6.4 We may suspend access to your Authorised Users Account where we reasonably believe there has been any unauthorised use of or access to the SaaS Platform. Where we do so, we will notify you within a reasonable time of the suspension occurring, and the Parties will work together to resolve the matter.

7. SaaS Licence – Additional Conditions of Use

7.1 You must not (and you must ensure that each Authorised User does not):

- (a) access or use the SaaS Platform except as permitted by the SaaS Licence, or other than through the interface that is provided by us;
- (b) use any crawlers, bots, spiders or any other similar technologies to access, scrape, or otherwise alter, amend or tamper with the SaaS Platform in any way not contemplated under these Terms;
- (c) access or use the SaaS Platform in any way that is improper or breaches any Laws, infringes any person's rights (including Intellectual Property Rights and privacy rights), or gives rise to any civil or criminal liability;
- (d) interfere with or interrupt the supply of the SaaS Platform or our System, or any other person's access to or use of the SaaS Platform;
- (e) introduce any Harmful Code into the SaaS Platform;
- (f) directly or indirectly use, copy, decompile or reverse engineer the SaaS Platform;

(g) allow others to access or use your Account (or in the case of Authorised Users, their login details), including any password or authentication details;

(h) use the SaaS Platform to carry out security breaches or disruptions of a network;

(i) attempt to access any data or log into any server or account that you are not expressly authorised to access;

(j) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or

(k) access or use the SaaS Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

8. Availability

8.1 From time to time, we may perform such reasonable scheduled and emergency maintenance and updates in relation to the SaaS Platform in order to continue to supply the SaaS Platform to you and our other customers (**Scheduled or Emergency Maintenance**). You agree that access to, or the functionality of all or part of the SaaS Platform, may need to be suspended for a time in order for us to perform Scheduled or Emergency Maintenance, and to the maximum extent permitted by law, we will not be liable to you for any interruptions or downtime to the SaaS Platform as a result of any Scheduled or Emergency Maintenance.

8.2 We will endeavour to provide you with reasonable notice, where possible, of any interruptions to access and availability of the SaaS Platform.

9. Viruses and Defects

9.1 We agree to use reasonable commercial efforts to supply the SaaS Platform free from defects and viruses. To the extent commercially feasible and reasonable, we further agree to remediate any such defects and viruses (with the exception of Third Party Inputs) within a reasonable time and as we become aware of them. If you become aware of any issues during the Term, please notify us.

10. Third Party Inputs

10.1 You acknowledge and agree that if you have selected a Licence Type that requires the SaaS Platform to be integrated into your software, our ability to operate the SaaS Platform may be contingent on Third Party Inputs. If your use of our SaaS Platform requires Third Party Inputs:

- (a) you are responsible for obtaining and managing all licences for the relevant Third Party Inputs;
- (b) you are responsible for paying all fees related to the Third Party Inputs; and
- (c) you agree to comply with terms and conditions applicable to the relevant Third Party Inputs at all times.

10.2 We do not make any warranty or representation in respect of any Third Party Inputs.

10.3 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and

- release us from and against, any Liability caused or contributed to by, arising from or connected with any Third Party Inputs, subject to clause 10.4.
- 10.4 Should any unavailability, error or change to a Third Party Input have a substantial and adverse impact on your use and enjoyment of the Services:
- you agree to notify us in writing within 5 days of the change coming into effect; and
 - following receipt of such notice by us, the Parties will use all reasonable endeavours to work together to resolve the matter.
- 10.5 This clause 10 will survive the termination or expiry of these Terms.
- 11. Implementation Services**
- 11.1 If selected in the Transaction Document, in consideration of your payment of the Fees, we will supply you with the Implementation Services in accordance with these Terms.
- 11.2 Prior to us supplying the Implementation Services, you agree to:
- make a backup of any relevant data in your Systems which is to be the subject of, or to be used in the performance of, the Services;
 - make a written note or make a backup of any configuration settings or information stored in your Systems;
 - make a plan to restore your Systems in the event that they are corrupted or lost;
 - notify any relevant parties of any planned outages or downtime necessary for the performance of the Implementation Services;
 - provide us with all information that is within your knowledge in relation to the System which would be reasonably necessary for us to know in order to perform the Implementation Services; and
 - where the equipment in your System is a computer, download and install any available:
 - security and protection updates for the operating system you use; and
 - updates to virus checking and other computer protection software you use.
- 11.3 You acknowledge and agree that not undertaking your obligations under clause 11.2 may impact on the results or the performance of the Services, and we will not be liable to you for any Liability to the extent caused or contributed to by your failure to comply with clause 11.2.
- 12. Support Services**
- 12.1 If selected in the Transaction Document, in consideration of your payment of the Fees, we will supply you with the Support Services in accordance with the These Terms.
- 12.2 In order for you to receive the Support Services, you or your Authorised User must place a request via email or through our online portal.
- 12.3 We will use our best endeavours to make the Support Services available to you during the Term, and in accordance with these Terms and where applicable, the Service Levels.
- 12.4 Unless otherwise agreed, support these Terms is not to be used to support any other products or services and does not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.
- 12.5 You agree to the reasonable usage of the Support Services. Where we consider your usage of the Support Services to be unreasonable, or unreasonably above average (compared with our other customers):
- we agree to notify you in writing of our concerns; and
 - following your receipt of such notice, the Parties will use all reasonable endeavours to work together to resolve the matter.
- 12.6 If:
- we have provided you with the notice in accordance with clause 12.5(a); and
 - the Parties are unable to resolve the matter pursuant to clause 12.5(b),
- we may (at our discretion):
- adjust our response time accordingly; and/or
 - vary the Fees to reflect your increased use of our limited resources, effective on and from us giving you written notice of the new Fees; or
 - terminate these Terms by giving 30 days' notice in writing to you, in which case clause 30.3 will apply.
- 13. Hosting and Backup Services**
- 13.1 If selected in the Transaction Document, in consideration of your payment of the Fees, we will supply you with the Hosting and Back-Up Services through our third-party provider (**Third Party Host**) in accordance with these Terms.
- 13.2 The hosting or back up of anything not specifically listed in these Terms is out of scope and must be requested as an additional service, to be separately scoped and agreed between the Parties.
- 13.3 You understand and agree the Third Party Host reserves the right to perform maintenance and upgrades at any time and from time to time.
- 13.4 We agree to work with the Third Party Host and use commercially reasonable endeavours to:
- provide you with reasonable notice of maintenance and upgrades relevant to the Hosting and Backup Services by sending you an email about any scheduled maintenance or upgrades that will result in an outage of more than 60 minutes; or
 - notify you as soon as practicable after becoming aware of the need for unscheduled maintenance relevant to the Hosting and Backup Services that will result in an outage of more than 30 minutes.
- 13.5 In the event of a failure in the Hosting and Backup Services, we will work with the Third Party Host and use commercially reasonable endeavours to restore Your Data that is affected. However, you acknowledge that there may be situations in which Your Data cannot be recovered or Your Data retained

may be out of date. To the maximum extent permitted by law, you agree that this clause 13.5 sets out our entire obligation with respect to disaster recovery and loss of Your Data in connection with the Hosting and Backup Services.

14. Development Services

14.1 For the purpose of this clause:

“**Developed IP**” means the Intellectual Property that we develop for you as a direct result of the performance of the Development Services, and excludes Our Materials, Your Materials, and the New Materials.

14.2 In consideration of your payment of the Fees, we will supply you with the Development Services in accordance with these Terms.

14.3 You agree that any dates for completion are an estimate only, and may be impacted by a failure by you to meet your obligations under these Terms. As such, we will not be liable in relation to, and you waive and release us from, any loss or Liability incurred in relation to any delay in the performance of the Development Services.

14.4 Unless otherwise agreed between the Parties in the relevant Transaction Document, ownership of all Intellectual Property Rights in the Developed IP will vest in us upon creation. We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence to use the Developed IP solely for the purpose of assessing the Developed IP’s compliance with these Terms.

14.5 Upon payment in full of the Fees, ownership of all Intellectual Property Rights in the Developed IP will vest in you. You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence to use the Developed IP solely for the purposes for which it was developed and for the performance of our obligations under these Terms.

15. Service Levels

15.1 Where applicable, we will endeavour to provide the SaaS Platform, the Support Services and/or the Hosting and Backup Services in accordance with the Service Levels set out in the Terms.

16. Security

16.1 We will establish and maintain appropriate, reasonable technical and organisational security measures in accordance with good industry practice to keep Your Data secure.

17. Security Incidents

17.1 If either Party becomes aware of or reasonably suspects that a security incident has occurred arising from our provision of the Services, such that Your Data has or may have been compromised (for example, unauthorised access) (each a **Security Incident**), that Party must promptly notify the other Party and we agree to, within a reasonable time:

- (a) conduct an investigation to determine whether a Security Incident has occurred, and where one has, the cause and impact of it on Your Data; and
- (b) where a Security Incident is deemed to have occurred, remediate the Security Incident to the extent that this is operationally, commercially and technically feasible.

17.2 You agree that we may suspend the Services where a Security

Incident has or may have occurred and this is considered necessary or prudent (as determined by us, at our reasonable discretion) to address or deal with the Security Incident.

17.3 We will bear our costs in conducting any investigation or remediation required under this clause, unless the incident triggering the Security Incident was caused or contributed to by you (or any Authorised User), in which case, you will be liable for those costs reasonably and necessarily incurred by us arising from the Security Incident.

18. Notifiable Data Breaches

18.1 This clause 18 will only apply to the extent the notifiable data breaches scheme under Part IIIC of the *Privacy Act 1988* (Cth) (**Notifiable Data Breaches Scheme**) applies to us.

18.2 If as a result of our investigations in accordance with clause 17.1 of these Terms, we believe a Security Incident has occurred that we consider to be notifiable under the Notifiable Data Breaches Scheme, we will:

- (a) promptly notify you of this by telephone or email;
- (b) provide notice to the Office of the Australian Information Commissioner in accordance with the Notifiable Data Breaches Scheme; and
- (c) be the sole Party to notify the individuals who are likely to be at risk of serious harm arising from the Security Incident.

18.3 Where we do not have the contact details of affected individuals, we will provide you with a statement to provide to affected individuals.

19. Variations

19.1 You may request a variation or change to the Services, including the timing for the provision of the Services, or a change to the Licence Type (including any change to the Authorised User numbers or Authorised User Permissions) (**Variation**), by providing written notice (including by email and our online portal) to us, with details of the Variation (**Variation Request**). We will not be obliged to comply with a Variation Request unless we accept the Variation Request in writing. The Parties agree to comply with these Terms as varied by any Variation Request accepted in writing.

19.2 If we consider that any instruction or direction from you constitutes a Variation, then we will not be obliged to comply with such instruction or direction unless a Variation Request has been issued and accepted by us in accordance with this clause 19.

19.3 Any Variation will apply within a reasonable time after our acceptance of your Variation Request, and if applicable, any increase to the Fees will be charged on a pro-rata basis if such increase occurs during the then-current Fee period.

20. Your Obligations and Representations

20.1 You agree:

- (a) to use the SaaS Platform in an ethical and responsible manner, and to comply these Terms, the End User License Agreement and all applicable Laws and relevant ethical and regulatory standards;
- (b) to provide all assistance, information, documentation, access, facilities and other things

- reasonably necessary to enable us to comply with our obligations under the Terms or at Law;
- (c) to provide us and our Personnel with reasonable, convenient and safe access to your Premises and/or Systems to the extent reasonably necessary in order for us to supply the SaaS Platform, and at the times agreed between the Parties;
 - (d) to ensure all information provided to us is kept up-to-date and the email address you provide is valid and regularly checked;
 - (e) to make any changes to your Systems, such as System upgrades, that may be required to support the delivery and operation of the SaaS Platform;
 - (f) to ensure that any Systems used by you in connection with the SaaS Platform have all necessary approvals and comply with all Laws;
 - (g) that you have reviewed and understand these Terms, the End User License Agreement and our Privacy Policy, and that you (and Authorised Users) will use the SaaS Platform in accordance with them;
 - (h) to notify us of any breach or suspected breach of these Terms or the End User License Agreement by you (or an Authorised User), within 48 hours of becoming aware or any such breach or suspected breach; and
 - (i) that you are responsible for all Authorised Users and other users within your organisation or within your control using the SaaS Platform, including your Personnel.
- 20.2 You acknowledge and agree that:
- (a) the technical processing and transmission of the SaaS Platform, including Your Data, involves transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices;
 - (b) the SaaS Platform is provided to you and your Authorised Users, solely for you and your Authorised Users' benefit and you will not (or you will not attempt to) disclose, or provide access to, any aspect of the SaaS Platform to third parties without our prior written consent;
 - (c) any information, advice, material, work and services (including the SaaS Platform) provided by us does not constitute legal, financial, merger, due diligence or risk management advice;
 - (d) you will be responsible for the use of any part of the SaaS Platform by your Authorised Users and any other person you provide with access to the SaaS Platform, and you must ensure that no person uses any part of the Services:
 - (1) to break any Law or infringe any person's rights (including Intellectual Property Rights);
 - (2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
- (3) in any way that damages, interferes with or interrupts the supply of the Services; and
 - (e) you will not alter or modify the Services in any way that is not contemplated by the purposes of the Services.
21. **Payment**
- 21.1 You agree to pay us the Fees, and any other amount payable to us under these Terms, in accordance with the payment terms as set out in the Transaction Document (**Payment Terms**).
- 21.2 Once you have paid the Fees as set out in the Transaction Document and created an Account you can access the SaaS Platform.
- 21.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
- (a) after a period of 5 Business Days, cease providing the Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so (including legal fees, debt collector fees and mercantile agent fees); and/or
 - (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.
- 21.4 You agree that we may vary the Fees by providing written notice to you of such variation. Where we provide this notice, the new Fees will take effect on and from the end of the Initial Term or the then Renewal Period. If you do not agree to any Fee variation:
- (a) you agree to notify us in writing within 30 days of the Fee variation coming into effect; and
 - (b) following receipt of such notice by us, the Parties will use all reasonable endeavours to work together to resolve the matter.
- 21.5 If:
- (a) you have provided us with the notice in accordance with clause 21.4(a); and
 - (b) the Parties are unable to resolve the matter pursuant to clause 21.4(b),
- you may elect to terminate these Terms prior to the end of the Initial Term or the then Renewal Period in accordance with the notice period in clause 30.1, and in which case, clause 30.3 will apply.
- 21.6 Unless otherwise agreed between the Parties and unless your access to the SaaS Platform is terminated in accordance with clause 30.
- 21.7 To the maximum extent permitted by law, there will be no refunds or credits for any unused licenses or license period (or part thereof).
- 21.8 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us (whether under these Terms or otherwise).

22. Warranties

22.1 We agree:

- (a) that we are properly constituted and have the right and authority to enter into these Terms;
- (b) that we will use reasonable efforts to ensure all of our obligations under these Terms will be carried out by suitably competent and trained Personnel and in an efficient and professional manner;
- (c) that we have legal authority to grant you the SaaS Platform Licence;
- (d) that all pre-existing Intellectual Property Rights in the Services (with the exception of the property rights in any Third-Party Inputs) will be owned, held or licensed by us;
- (e) that the provision of the Services does not and will not infringe any other person's Intellectual Property Rights; and
- (f) that the Services will operate and be provided in accordance with these Terms (including any Specifications).

22.2 You represent, warrant and agree that:

- (a) you will provide us with any information that we require in order to provide the SaaS Platform Services to you (for example, information that we need to set up the Accounts, create your dashboards or get you onboarded);
- (b) you have not breached any third party rights, including Intellectual Property Rights, in your use of the Services;
- (c) there are no legal restrictions preventing you from entering into these Terms;
- (d) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
- (e) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms;
- (f) you are not and have not been the subject of an Insolvency Event;
- (g) if applicable, you hold a valid ABN which has been advised to us; and
- (h) if applicable, you are registered for GST purposes.

23. Intellectual Property

Our Intellectual Property Rights

23.1 As between the Parties, you acknowledge and agree that we own all Intellectual Property Rights in:

- (a) Our Materials;
- (b) New Materials or Improvements; and
- (c) any Feedback,

and as between the Parties, these Intellectual Property Rights

will at all times vest, or remain vested, in us, and nothing in these Terms constitutes an assignment or transfer of such Intellectual Property Rights. To the extent that ownership of these Intellectual Property Rights does not automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.

23.2 In the use of any Intellectual Property Rights in connection with these Terms, you agree that you must not (and you must ensure that your Personnel and your Authorised Users do not) commit any Intellectual Property Breach. Where you reasonably suspect that such a breach may have occurred, you must notify us immediately.

23.3 You also agree that:

- (a) we may use Feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback;
- (b) you must not whether directly or indirectly, without our prior written consent:
 - (1) copy, modify, adapt, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile any part of the Services or otherwise attempt to discover any part of the source code of the SaaS Platform;
 - (2) use any unauthorised, modified version of the Services, including (without limitation) for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to the SaaS Platform;
 - (3) unless authorised under these Terms, use the Services in a web-enabled form for the purposes of third-party analysis or view via the internet or other external network access method;
 - (4) rent or sublicense the use of the Services to any third parties, without our prior written consent or as otherwise permitted under these Terms;
 - (5) take any action that may compromise or jeopardise our Intellectual Property Rights in the Services or otherwise;
 - (6) remove or deface any confidentiality, copyright or other proprietary notice placed on the Services; or
 - (7) use the Services in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing.

Your Intellectual Property Rights

23.4 As between the Parties, you will continue to own all Intellectual Property Rights in Your Materials.

23.5 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials, solely for the purposes for which they were developed and for the performance of our obligations under these Terms, and as otherwise contemplated by these

Terms.

- 23.6 If you or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and agree to ensure that your Personnel) consent to our use or infringement of those Moral Rights.

Your Data

- 23.7 As between the Parties:

- (a) Your Data is and will remain your property; and
- (b) you retain any and all rights, title and interest in and to Your Data, including all copies, modifications, extensions and derivative works.

- 23.8 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data during the Term (and for a reasonable period after the Term), to:

- (a) supply the Services to you and your Authorised Users (including to enable you and your Personnel to access and use the Services), and otherwise perform our obligations under these Terms; and
- (b) diagnose problems with the Services;
- (c) enhance and otherwise modify the Services;
- (d) perform Analytics;
- (e) develop other services, provided we de-identify Your Data.

- 23.9 You acknowledge and agree that:

- (a) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, your Authorised Users or your Personnel; and
- (b) we assume no responsibility or Liability for Your Data. You are solely responsible for Your Data and the consequences of using, disclosing, storing or transmitting it. It is your responsibility to backup Your Data.

- 23.10 You represent, warrant, acknowledge and agree that:

- (a) You have obtained all necessary rights, releases and permissions to provide or have Your Data provided to us and to grant the rights granted to us in these Terms;
- (b) Your Data (and its transfer to and/or use, collection, storage or disclosure by us as contemplated by these Terms) does not and will not violate any Laws (including those relating to export control and electronic communications) or the rights of any third party, including any Intellectual Property Rights, rights of privacy, or rights of publicity; and
- (c) the operation of the Services is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the use, output and operation of the Services.

- 23.11 Following termination of these Terms in accordance with clause 30, you may request to have Your Data deleted from our Systems by providing us with written notice, and we will

take reasonable steps to destroy or permanently de-identify Your Data. However, you understand and agree that we may retain Your Data if otherwise required or authorised by law.

- 23.12 This clause 23 will survive termination or expiry of this Terms.

24. Analytics

- 24.1 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:

- (a) does not contain any identifying information; and
- (b) is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

- 24.2 We, and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

- 24.3 We may use and disclose to our service providers anonymous data about your access and use of the SaaS Platform for the purpose of helping us improve the SaaS Platform. Any such disclosure will not include details of your, or any Authorised User's, identity or personal information.

25. Confidential Information

- 25.1 Each Receiving Party agrees:

- (a) not to disclose the Confidential Information of the Disclosing Party to any third party;
- (b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and
- (c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.

- 25.2 The obligations in clause 25.1 do not apply to Confidential Information that:

- (a) is required to be disclosed in order for the Parties to comply with their obligations under these Terms;
- (b) is authorised to be disclosed by the Disclosing Party;
- (c) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or
- (d) must be disclosed by Law or by a regulatory authority, including under subpoena.

- 25.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 25. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 25.

- 25.4 This clause 25 will survive the termination of these Terms.

26. Privacy

- 26.1 For the purposes of this clause, **Personal Information** and

- Sensitive Information** have the meanings given in the *Privacy Act 1988* (Cth), and also include any similar terms as defined in any other privacy law applicable to you.
- 26.2 You must, and must ensure that your Personnel and your Authorised Users, at all times comply with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any privacy or anti-spam Laws applicable to you in respect of all Personal Information collected, used, stored or otherwise dealt with under or in connection with these Terms (**Privacy Laws**).
- 26.3 Without limiting this clause 26, you must ensure that:
- (a) you have collected, used, stored and otherwise dealt with Your Data, including, where applicable, any Personal Information or Sensitive Information, in accordance with all Privacy Laws; and
 - (b) we are capable of collecting, using, storing and otherwise dealing with Your Data, including, where applicable, any Personal Information or Sensitive Information, in the manner contemplated by these Terms, without infringing any third party rights or violating any Privacy Laws.
- 26.4 Without limiting this clause 26, you agree to only disclose Your Data, to the extent it contains Personal Information if:
- (a) you are authorised by Privacy Laws to collect the Personal Information and to use or disclose it in the manner required by these Terms;
 - (b) you have informed the individual to whom the Personal Information relates, that it might be necessary to disclose the Personal Information to third parties; and
 - (c) where any Personal Information is Sensitive Information, you have obtained the specific consent to that disclosure from the individual to whom the Sensitive Information relates.
- 26.5 Despite anything to the contrary, and to the maximum extent permitted by law, you indemnify us from and against any Liability we may suffer, incur or otherwise become liable for, arising from or in connection with your breach of this clause 26.
- 26.6 We agree to handle any Personal Information you provide to us, solely for the purpose of performing our obligations under these Terms, and in accordance with any applicable Laws and our Privacy Policy.
- 26.7 This clause 26 will survive the termination of these Terms.
- 27. Australian Consumer Law**
- 27.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- 27.2 If the ACL applies to you as a consumer, nothing in these Terms your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- 27.3 This clause 26.6 will survive the termination or expiry of these Terms.
- 28. Exclusions to liability**
- 28.1 To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:
- (a) any interruptions or downtime to the SaaS Platform as a result of any Scheduled or Emergency Maintenance;
 - (b) your Computing Environment;
 - (c) any use or application of the Services by a person or entity other than you, or other than as reasonably contemplated by these Terms; and/or
 - (d) any works, services, goods, materials or items which do not form part of the Services (as expressed in these Terms), or which have not been provided by us.
- 28.2 This clause 28 will survive the termination or expiry of these Terms.
- 29. Limitations on liability**
- 29.1 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for Consequential Loss;
 - (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by the other Party to mitigate its loss; and
 - (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates.
- 29.2 This clause 29 will survive the termination or expiry of this these Terms.
- 30. Termination**
- 30.1 Either Party may terminate these Terms or any Statements of Work at any time by giving 30 days' notice in writing to the other Party.
- 30.2 These Terms or any Statement of Work will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms or the Statement of Work and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 30.3 Upon expiry or termination of these Terms or any Statement of Work:

- (a) we will immediately cease providing the Services (or the Services under the relevant Statement of Work);
 - (b) we will be entitled to anonymise or permanently delete all Your Data within 1 month from expiry or termination of these Terms;
 - (c) without limiting your Consumer Law Rights, you agree that any payments made by you to us are not refundable to you;
 - (d) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms; and
 - (e) upon request by us, you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or Intellectual Property owned by us that is in your possession or control, subject to clause 25.
- 30.4 Unless otherwise agreed between the Parties, if these Terms is terminated, then any current Statement of Work will also terminate on the date of termination.
- 30.5 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of these Terms.
- 30.6 Where these Terms are terminated by you pursuant to clause 30.1, you agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including legal fees, debt collector fees and mercantile agent fees).
- 30.7 Where these Terms are terminated by us pursuant to clause 30.2 you agree to pay us:
- (a) the Fees for the remainder of the Term; and
 - (b) our additional costs, reasonably incurred, and which arise directly from such termination (including legal fees, debt collector fees and mercantile agent fees).
- 30.8 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 30.9 This clause 30 will survive the termination or expiry of these Terms.
- 31. GST**
- 31.1 If GST is payable on any supply made under these Terms, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under these Terms and must be paid in addition to the consideration expressed elsewhere in these Terms, unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.
- 31.2 If an adjustment event arises in respect of any supply made under these Terms, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued if required, and any payments to give effect to the adjustment must be made.
- 31.3 If the recipient is required under these Terms to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing that the supplier is entitled to.
- 31.4 The terms “adjustment event”, “consideration”, “GST”, “input tax credit”, “recipient”, “supplier”, “supply”, “taxable supply” and “tax invoice” each has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 32. General**
- 32.1 **Access:** The Services may be accessed in Australia and overseas. We make no representation that the Services comply with the Laws (including Intellectual Property Laws) of any country outside of Australia. If you access the Services from outside Australia, you do so at your own risk and you are responsible for complying with the Laws in the place you access the Services.
- 32.2 **Advertising and linked websites:** The SaaS Platform may contain links to websites of third parties. You acknowledge and agree that we do not endorse, and we are not responsible for the content contained on, any such linked websites or any hyperlink contained in a linked website. Your access to or use of any linked website is at your own risk.
- 32.3 **Amendment:** These Terms may only be amended by written instrument executed by the Parties.
- 32.4 **Assignment:** Subject to clause 32.5, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 32.5 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 32.6 **Counterparts:** These Terms may be executed in any number of counterparts that together will form one instrument.
- 32.7 **Disputes:** You agree to notify us should you have concerns relating to our performance of the Services. A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from

seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

- 32.8 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. To the maximum extent permitted by law, you release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 32.9 **Force Majeure:** A Party will not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.
- 32.10 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.
- 32.11 **Governing law:** These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 32.12 **Illegal Requests:** We reserve the right to refuse any request for or in relation to any Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.
- 32.13 **Modern Slavery:** You warrant, represent and agree that you comply with and will continue to comply with all applicable Modern Slavery Laws, and you have thoroughly investigated and inspected your labour practices, and the labour practices of your members, employees and contractors, to ensure that no Modern Slavery is used anywhere in your operations or supply chain or in the operations or supply chains of any of your members, employees or contractors.
- 32.14 **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 32.15 **Online execution:** These Terms may be executed by means of such third party online document execution service as we nominate subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
- 32.16 **Publicity:** With your prior written consent, you agree that we may advertise or publicise the broad nature of our provision of the Services to you, including on our website or in our promotional material.
- 32.17 **Relationship of Parties:** These Terms do not create a partnership, joint venture, employment or agency relationship between the Parties.
- 32.18 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or

enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

33. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in these Terms, and:

Account means an account accessible to you and/or your Authorised Users to use the Services, including, the SaaS Platform.

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended, from time to time.

Authorised User, if applicable, means a user permitted to access and use the Services under your Account, as further particularised in the Transaction Document.

Authorised User Permissions, if applicable, means the authorised user permissions as set out in the Transaction Document.

Business Day means a day on which banks are open for general banking business in New South Wales, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date these Terms are accepted in accordance with its terms.

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and Systems.

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) is prepared or produced under or in connection with these Terms at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Fees under these Terms will not constitute "Consequential Loss" for the purposes of this definition.

Consumer Law Rights has the meaning given in clause 26.6.

Development Services means the development services outlined in these Terms.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

Feedback means any idea, suggestion, recommendation or request by you or any of your Personnel and your Authorised Users, your customers, whether made verbally, in writing, directly or indirectly, in connection with the Services.

Fees means the fees as set out in the Transaction Document, including the SaaS Platform Fee and fees for any relevant Services.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Harmful Code means any computer program or virus or other code that is harmful, destructive, disabling or which assists in or enables theft, alternation, denial of service, unauthorised access to or disclosure, destruction or corruption of information or data.

Hosting and Backup Services means the hosting and backup services outlined in these Terms.

Implementation Services means the implementation services outlined in any Transaction Document, if applicable.

Improvements means any development, modification, adaptation or improvement of Our Materials or any New Materials made by or on behalf of either Party (or any of their respective Personnel), or in respect of which Intellectual Property Rights are acquired by, either Party during the Term.

Insolvency Event means any of the following events or any analogous event:

- (a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (b) a Party ceases, or threatens to cease, carrying on business;
- (c) a Party is unable to pay the Party's debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
- (e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business.

Intellectual Property means any copyright, registered or unregistered designs, patents or trade mark rights, domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Breach means any breach by you (or any of your Personnel) of any of our Intellectual Property Rights (or any breaches of third-party rights, including any Intellectual Property Rights of third parties), including using or exploiting our Intellectual Property for purposes other than as expressly stated in these Terms (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the provision of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Modern Slavery has the meaning given in the Modern Slavery Laws.

Modern Slavery Laws means any legislation of the Commonwealth or a State relating to Modern Slavery, Modern Slavery-Like Practices or similar matters, including but not limited to the *Modern Slavery Act 2019* (Cth) and all regulations made under or in respect of the *Modern Slavery Act 2019* (Cth).

Modern Slavery-Like Practices include, without limitation, child labour, trafficking in persons, forced labour, debt bondage, deceptive recruiting for labour and services, slavery, servitude and other forms of serious exploitation.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

New Materials means all Intellectual Property developed, adapted, modified or created by either Party or their respective Personnel in the provision of the Services, but excludes Our Materials, Your Materials and the Developed IP.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation, Specifications and services that we may provide to you under these Terms, and which may contain material which is owned by or licensed to us, and is protected by Australian and international laws.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Premises means any premises the subject of the Services.

Privacy Laws has the meaning given in clause 26.2.

Privacy Policy means any privacy policy set out on our Site;

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

SaaS Platform means the 'Unseen' software as a service platform that we provide to you in accordance with these Terms.

SaaS Platform Fee means the fees for access to SaaS Platform as set out in the Transaction Document.

Service Level Agreement means, if applicable, the agreement setting out the Service Levels for our Services, as set out in the Transaction Document.

Services means the services that we agree to perform under these Terms, including provision of the SaaS Platform and each of the services selected in the Transaction Document.

Site means <https://app.unseen.id>

Specifications means any specifications for the Services, and, if applicable, as further particularised in a Transaction Document or an attachment to these Terms.

Statement of Work means a statement of work for the supply of our Consultancy Services, issued by us.

Support Services means any support services outlined in these Terms.

System means all hardware, software, networks, telecommunications and other IT systems used by a Party from time to time, including a network.

Term means the term of these Terms, commencing on the Commencement Date and ending on the date on which these Terms is terminated in accordance with its terms.

Third Party Inputs means services or components, licensed to you or provided to us by third parties, which may be subject to their own end user licence agreements including, but not limited to, your existing software, Systems and your web browser.

Transaction Document means any written communication between us and you, including but not limited to a schedule, quote, or Statement of Work, that contains commercial details of our supply of Services to you.

Your Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you, your Personnel and your Authorised Users into the Services or stored by or generated by your use of the Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with these Terms. Your Data does not include the Analytics, or any data or information that is generated as a result of your usage of the Services that is a back-end or internal output or an output otherwise generally not available to users of the Services.

Your Materials means all work, models, processes, technologies, strategies, materials, information,

documentation and services (including Intellectual Property), owned or licensed by you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of these Terms.

34. Interpretation

- a. In these Terms, unless the context otherwise requires:
- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
 - (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
 - (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
 - (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
 - (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
 - (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
 - (g) words like including and for example are not words of limitation;
 - (h) a reference to time is to local time in New South Wales; and
 - (i) a reference to \$ or dollars refers to the currency of Australia from time to time.