

## Business Terms and Conditions

### 1. Definitions and interpretation

#### 1.1. Definitions

The definitions in this clause apply in this Business Terms and Conditions:

- (a) **Additional Services** has the meaning in clause 4.8(a) of the Master Services Agreement;
- (b) **Affiliate means** in relation to any party, a person which, directly or indirectly, (i) is Controlled by that party; or (ii) Controls that party; or (iii) is Controlled by a person referred to in (ii) above, and for this purpose **Control** means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes;
- (c) **agreement** means the Master Service Agreement; together with these Business Terms and Conditions and Privacy Policy, and any attached schedules and annexures;
- (d) **Business Day** has the meaning in clause 4.2(a) of the Master Services Agreement;
- (e) **Business Hours** has the meaning in clause 4.2(a) of the Master Services Agreement;
- (f) **Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whether present or future, fixed or unascertained, actual or contingent, at law, in equity, under statute or otherwise;
- (a) **Client, you** or **your** means the party identified in clause 1.1 of the Master Services Agreement as the Client and includes your Personnel and Affiliates;
- (b) **Client Data** has the meaning in clause 2.2;
- (c) **Commencement Date** has the meaning in clause 2 of the Master Service Agreement;
- (d) **Confidential Information** means all information of a confidential nature that a party obtains, receives or has access to as a result of the discussions leading up to, or the entering into or the performance of, the agreement (whether written, oral or in electronic form, or on magnetic or other media), including, but not limited to:
  - (i) all pricing information, business and financial information, sales and supply details, marketing strategies, customer and Service Provider listings, staff information, business listings, information concerning the business or customers relating to the Client or the Managed Services;
  - (ii) all processes, procedures, techniques, concepts, systems, manuals, licence agreements, disclosure documents, documents, agreements, contracts, notes, file and database structures and software relating to the Managed Services; and
  - (iii) all financial, business, operational and technical or other data, concepts and methods, ideas, know-how, designs, inventions, product or service plans, marketing information, trade secrets, programs, data or application systems codes and all other information of a party;
- (e) **Consequential Loss** means the following, however arising and even if it is reasonably contemplated by the parties on the Commencement Date as a likely result of breach of the agreement:
  - (i) direct, indirect, consequential, incidental, special, remote or unforeseeable loss, damage, cost or expense;
  - (ii) loss of revenue, profit, income, bargain, opportunity (including marketing or advertising opportunity), use, production, customers, business, contract, goodwill, or anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing, loss of or corruption to data, loss of use of data;
  - (iii) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or

- (iv) loss or damage of the nature set out above in clauses (i) to (iii) (inclusive) that is incurred or suffered by or to a third party.
- (f) **Documentation** means the manuals, user guides, training materials and other documents made available to the Client by the Service Provider or Vendor from time to time, which sets out a description of the Software and Hardware and any updates, replacements, revisions and additions to such documentation, provided or made available by the by the Service Provider or Vendor from time to time;
- (g) **End User** means Personnel of the Client who may access and use the Software, Hardware and Managed Services provided by, or managed by, the Service Provider on the Client's behalf;
- (h) **Exit Plan** means the plan for the provision of the Transitional Assistance Services in the event of the termination of this agreement, which is to be developed by the parties pursuant to clause 7;
- (i) **Force Majeure Event** means any act, event, omission or accident beyond a party's reasonable control, including but not limited to, acts of God, governmental actions, shipping, postal or other relevant transport strike, failure or accident, lockouts or other labour difficulty, war or national emergency, acts of terrorism, fire, explosion, flood, an act or omission of a third party, epidemic, pandemic, mandatory government shutdown or lockdown, shortage of or inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, hacker attacks, denial of service attacks, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network, or default of hosting or data centre providers;
- (j) **Hardware** means the third party computer hardware and accessories used in connection with the Client's operating environment and computer systems (whether provided by the Service Provider or a Vendor);
- (k) **GST** has the meaning given by the GST Law;
- (l) **GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (m) **Insolvency Event** means a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or similar insolvency administrator to a party or any substantial part of its assets or any event that has a substantially similar effect to the above events;
- (n) **Intellectual Property Rights** means designs, copyright, trade marks, patents, operations, software or systems, trade names and domain names, rights in goodwill, rights in confidential information or other intellectual property rights, whether under statute, common law, equity, and whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist or will subsist now or in future in any part of the world
- (o) **Loss** means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs including Consequential Loss;
- (p) **Managed Services** has the meaning in clause 4.1(a) of the Master Services Agreement;
- (q) **Personnel** means any officer, employee, agent, contractor, sub-contractor or consultant of a party;
- (r) **Personal Information** has the same meaning that it has under Privacy Laws, namely information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and recorded in a material form or not;
- (s) **Privacy Laws** means any applicable laws and codes of practice dealing with privacy, including the *Privacy Act 1988 (Cth)* (as amended), the Australian Privacy Principles and any other legislation, codes and policies relating to the handling of Personal Information;
- (t) **Service Provider, we, our or us** means QLD Club Network Specialists Pty Ltd (ACN 600 006 166), and where the context permits, includes our Personnel and Affiliates;
- (u) **Service Provider IP** has the meaning in clause 4.1;

- (v) **Software** means the third party software and applications as listed in Appendix B of the Managed Services Agreement.
- (w) **Support Cases** means a request for the Support Services;
- (x) **Term** means the collective period of the Initial Term and each Renewed Term;
- (y) **Transitional Assistance Services** means the transitional services as described in the Exit Plan to be provided by the Service Provider to the Client pursuant to clause 7, in the event of the termination of this agreement, in an attempt to facilitate the transfer of the Managed Services to the Client or a third party supplier appointed by the Client;
- (z) **Transitional Assistance Service Fees** means the fees payable by the Client to the Service Provider for the provision of the Transitional Assistance Services as the Service Provider's prevailing rates at the time;
- (aa) **Third Party Products and Services** means any Software, Hardware, products, services, content or technology (including all Intellectual Property Rights contained therein) that:
  - (i) are provided by third parties or Vendors;
  - (ii) interoperate with the Managed Services or the Additional Services; or
  - (iii) may be identified as third party products or services.
- (bb) **Vendor** means third party provider of Software or Hardware.
- (cc) **Vendor Support** means support services provided by a Vendor in relation to Third Party Products and Services;
- (dd) **Vendor Support Charges** means the fees and charges payable to a Vendor for the provision of Vendor Support; and
- (ee) **Vendor Support Contract** means the contract with a Vendor for the provision of Vendor Support.

## 1.2. Interpretations

In this agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) a reference to A\$, \$A, dollar or \$ is a reference to Australian currency;
- (d) parties must perform their obligations on the dates and times fixed by reference to Brisbane, Queensland;
- (e) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (h) any agreement, obligation, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (i) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.

## 2. Your obligations

2.1. During the Term, the Client must:

- (a) pay all fees and charges specified in this agreement in accordance with the payment terms;

- (b) provide the Service Provider with all necessary co-operation in relation to this agreement and all necessary access to Personnel, information, Client Data, systems (including system access details, such as username and passwords) and building clearances rights (including keys and access passes) as may be required by the Service Provider in order to provide the Managed Services and Additional Services (if any);
  - (c) comply with all relevant laws with respect to its obligations under this agreement;
  - (d) comply with all reasonable directions, policies and guidelines of the Service Provider or the licensor of the Software and/or Hardware as advised from time to time;
  - (e) carry out all of its responsibilities set out in this agreement in a timely and efficient manner; and
  - (f) ensure that End Users use the Software, Hardware, Managed Services and Additional Services (if any) strictly in accordance with this agreement and the Client will be responsible for any act or omission of a End User or an End User's breach of this agreement (as if it was your act or omission).
- 2.2. The Client may be required to provide data to the Service Provider, including:
- (a) data relating to the Client's business, software system and computer hardware and your Personnel, including Personal Information; and
  - (b) any other data disclosed by the Client or otherwise brought to the attention of the Service Provider (and all Intellectual Property Rights contained therein), (collectively, **Client Data**).
- 2.3. The Client will have sole responsibility for the legality, reliability, integrity, accuracy and quality of Client Data. The Client will ensure that your Personnel or other third parties have given their authority and consent for the provision by the Client of their data to the Service Provider (including Personal Information) and its use in accordance with this Agreement.
- 2.4. The Customer authorises the Service Provider to:
- (a) use Client Data to perform (and improve the performance of) the Managed Services and Additional Services (if any), and in the course of performing or delivering the Managed Services and Additional Services (if any) to use Client Data (and all Intellectual Property Rights contained therein);
  - (b) use Client Data to inform the Client of other products, software, hardware or services that the Service Provider may offer from time to time or in relation to Third Party Products and Services; and
  - (c) share Client Data, in aggregated anonymized form, with our Affiliates or other third parties (with whom the Service Provider may contract or be affiliated with from time to time) for the purposes of performing or improving the Managed Services and Additional Services or delivering the Managed Services and Additional Services to you.
- 2.5. The Client must affect and maintain appropriate insurance policies sufficient to meet any Claims arising from the network outages or interruption, the spreading of viruses or malicious code or unauthorised access to, and use of, your networks and computer systems.

### 3. Confidentiality

- 3.1. Each party (**Receiving Party**) receiving, possessing or otherwise acquiring Confidential Information of any other party (**Disclosing Party**) acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to or a trade secret of the Disclosing Party. Subject to clauses 3.2 and 3.3, the Receiving Party must:
- (a) keep the Disclosing Party's Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
  - (b) take all steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control; and
  - (c) not use, modify, reverse engineer or make copies, notes or records of the Disclosing Party's Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this agreement.

- 3.2. The Service Provider may disclose the Confidential Information of the Client only to the Service Provider's Personnel who have a need to know (and only to the extent that each has a need to know).
- 3.3. The obligations of confidentiality under this agreement do not extend to information that:
  - (a) is in the public domain;
  - (b) enters the public domain after the commencement of this agreement otherwise than as a result of any unauthorised act or omission of the person to whom that information is disclosed;
  - (c) is already in the possession of the person to whom information was disclosed at the time of disclosure and is not subject to objections of confidentiality; or
  - (d) is required to be disclosed by any applicable law.
- 3.4. The Service Provider shall comply with all Privacy Laws relating to the collection, access to, storage of and use of Personal Information disclosed to or made available to the Service Provider in the course of providing the Managed Services or Additional Services (if any), or otherwise dealt with by the Service Provider under or in connection with this agreement.

#### 4. Intellectual Property Rights

- 4.1. The Client acknowledges that, notwithstanding anything else, the Service Provider and/or its licensors own all Intellectual Property Rights in the Managed Services and/or Additional Services (and anything arising or generated therefrom) (collectively, the **Service Provider IP**). Using the Managed Services and/or Additional Services does not give the Client (or anyone else) ownership of, or any right, title or interest in any of the foregoing (or any Service Provider IP contained therein), or any information, content, Software or Hardware that may be provided to, or accessed by, the Client in connection with your use, all of which is, and will remain, owned by the Service Provider or its licensors.
- 4.2. The Client will remain the owner of your Client Data, provided the Client grants the Service Provider a royalty-free, non-exclusive and worldwide licence for the Service Provider to use any Client Data that the Client makes available to the Service Provider (and all Intellectual Property Rights contained therein) for the purpose of providing the Managed Services, the Additional Services (if any) or any ancillary services.

#### 5. Liability

- 5.1. To the maximum extent permitted by law, the Service Provider excludes all express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), in connection with the access to, and use of, the Managed Services, Additional Services and any Software or Hardware.
- 5.2. Nothing contained in this Agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* (Cth) or any other national, State or Territory legislation where to do so is unlawful.
- 5.3. To the maximum extent permitted by law, the Service Provider will not be liable to the Client, your Personnel or any third party for any:
  - (a) Claims or Losses (including Consequential Loss); or
  - (b) loss of, or damage to, any property or any personal injury, illness or death to you, your Personnel or any third person,arising out of, relating or connected to, the provision or use of the Managed Services, Additional Services (if any), any Software and/or Hardware and this agreement, regardless of the cause of action on which they are based, even if advised of the possibility of such damage occurring.
- 5.4. If or when Client transitions to home or alternative networks, the Service Provider shall use reasonable endeavours to keep and maintain connections and serviceability of the Client's home and alternative networks. However, the Client acknowledges and agrees that:
  - (a) home or alternative networks may not have adequate internet connectivity and equipment to effectively work;

(b) home equipment will not be as secure and may not have suitable software and security features,

and therefore, the Service Provider is not responsible or liable for inadequacies in those home or alternative networks or for securing those connections.

- 5.5. Under no circumstances will the Service Provider's aggregate liability, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed the Fees paid by the Client to the Service Provider under this agreement in the preceding two months of the Claim.
- 5.6. The Client agrees to defend, indemnify and hold the Service Provider, our Affiliates and our Personnel (collectively, the **Indemnified**) harmless from and against any and all Claims or Losses, that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of or arising out of:
- (a) the access to, and use of, the Managed Services, Additional Services (if any), any Software and/or Hardware by you Client, your End Users or any third party;
  - (b) any breach of any third party's Intellectual Property Rights or other rights caused by you or your End Users; or
  - (c) any breach by you, your End Users and your other Personnel of this agreement.

## 6. Suspension

- 6.1. You agree that the Service Provider may, at any time and at our sole discretion, with or without cause or any notice to you, terminate, suspend or block your access to (either temporarily or permanently):
- (a) all or any part of the Managed Services and/or Additional Services (if any); and/or
  - (b) any Software and/or Hardware provided by the Service Provider.
- 6.2. Cause for such suspension or termination under clause 6.1 may include, but are not limited to:
- (a) any serious or repeated breaches or violations of this agreement, our policies and guidelines and any other agreements entered into between the parties;
  - (b) serious or repeated breaches or violations of the Service Provider IP or a third party service providers' Intellectual Property Rights;
  - (c) your failure to pay any fees owing under this agreement (except in the case of a Disputed Invoice);
  - (d) an emergency; or
  - (e) requests by law enforcement or other government agencies.

## 7. Transitional Assistance Services

- 7.1. Subject to the payment of the Transitional Assistance Services Fees, the Service Provider shall provide Transitional Assistance Services to the Client in accordance with the requirements of the Exit Plan in the event of any termination of this agreement, except where:
- (i) the agreement is terminated by the Service Provider in accordance with clause 6.2 of the Managed Services Agreement; or
  - (ii) the Client fails to provide the Service Provider with the minimum notice period as specified in clause 6.1 of the Managed Services Agreement; or
  - (iii) the Client fails to request an Exit Plan from the Service Provider in writing within 5 days of receiving a notice of termination from the Service Provider or issuing a notice of termination to the Service Provider (as the case may be); or
  - (iv) the agreement is otherwise repudiated or frustrated by the Client.
- 7.2. The Service Provider and the Client shall co-operate and work together in an attempt to expressly approve an Exit Plan in respect of the Transitional Assistance Services. The Exit Plan shall be agreed in the following manner:
- (a) the Client shall provide the Service Provider with a written request for an Exit Plan, setting out the:
    - (v) requirements and specifications of the Transitional Assistance Services which it is requesting from the Service Provider, including the period of the

- Transitional Assistance Services and the resources, equipment and Personnel required to perform the Transitional Assistance Services; and
- (vi) such other information as the Service Provider may request to allow the Service Provider to prepare the draft Exit Plan;
  - (b) following receipt of the request for an Exit Plan from the Client, the Service Provider shall provide the Client with a draft Exit Plan (at the Client's cost) and the Client shall, within 7 days of the Service Provider providing the draft Exit Plan, review and comment on the draft Exit Plan;
  - (c) the Client shall formally approve or reject the draft Exit Plan by notice in writing to the Service Provider within 5 days of receipt of the draft Exit Plan;
  - (d) if the Client rejects the draft Exit Plan, the Client shall inform the Service Provider in writing of its reasons for its rejection. The Service Provider shall then revise the draft Exit Plan (taking reasonable account of the Client's comments) and shall re-submit a revised draft Exit Plan to the Client for the Client's approval within 5 days. The provisions of clause 7.2(b)- (d) shall apply until the resubmitted draft Exit Plan has been approved by the Client;
  - (e) if the Client rejects any resubmitted draft Exit Plan, the Client may reject the Managed Services to which the Exit Plan relates upon providing 60 days written notice to the Service Provider, provided the Client pays the Service Provider its reasonable costs incurred in providing the Managed Services (including Transitional Assistance Services Fees incurred in drafting the Exit Plan) up to the date of termination;
  - (f) the Exit Plan will be deemed to be accepted by the Client on the earlier of:
    - (i) the Client signing and delivering to the Service Provider a written statement certifying that the draft Exit Plan has been accepted by the Client; or
    - (ii) the Client failing to reject any resubmitted draft Exit Plan within 7 days of receiving it from the Service Provider; or
    - (iii) the Service Provider commencing performance of the Transitional Assistance Services,and the Exit Plan shall be expressly incorporated into the agreement; and
  - (g) If the Client (acting reasonably) rejects all draft Exit Plans submitted by the Service Provider and the notice period for termination of the agreement expires, the Service Provider will not be required to provide the Client with any Transitional Assistance Services following termination of the agreement.

7.3. The Client shall pay the Transitional Assistance Services Fees in respect of the provision of the Transitional Assistance Services.

## **8. Dispute resolution**

8.1. You must, before resorting to court proceedings, refer any dispute with us under or relating to this Agreement initially to a nominated representative of each party to endeavour to resolve the dispute within 20 days. If the dispute is not resolved within this period, then either party may, in its absolute discretion, initiate court proceedings.

## **9. Third party providers**

9.1. The Client acknowledges that the Managed Services and Additional Services (if any) may enable or assist the Client to use or access Third Party Products and Services and that the Client does so solely at its own risk.

9.2. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such Third Party Products and Services, or any transactions completed, and any contract entered into by the Client, with the owner, licensor or operator of such Third Party Products and Services.

9.3. The Service Provider recommends that the Client refer to the third party's terms and conditions and privacy policy prior to using the relevant Third Party Products and Services.

9.4. Any rights the Client may have to access Third Party Products and Services shall be limited to:

- (a) the extent of the Service Provider's ability to pass on such rights to Client; or

- (b) the relevant third party licensor terms

## 10. Non-solicitation

- 10.1. The Client agrees not to engage, employ or solicit the Service Provider's Personnel during the term of this agreement and for 12 months after the termination or expiry of this agreement (or, if this is deemed invalid, for 6 months from the date of termination of this Agreement).

## 11. Force Majeure

- 11.1. Subject to the remaining provisions of this clause 11, the Service Provider shall not be liable to the Client for any delay or non-performance of our obligations under this agreement to the extent that such non-performance is due to, or arises as a result of, a Force Majeure Event.
- 11.2. In the event that the Service Provider is delayed or prevented from performing our obligations under this agreement by a Force Majeure Event, the Service Provider shall notify the Client in writing of the Force Majeure Event.
- 11.3. As soon as practicable following the Service Provider's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.
- 11.4. Subject to clause 11.5, the Service Provider shall notify the Client as soon as practicable after the Force Majeure Event ceases or no longer causes the Service Provider to be unable to comply with its obligations under this Agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise in writing by the parties.
- 11.5. Where the duration of the delay or failure continues for more than 20 Business Days and the parties are unable to agree on a course of action, either party may immediately terminate agreement by written notice to the other party.

## 12. Notices

- 12.1. All notices, requests, demands, consents, approvals, offers, agreements or other communications (**notices**) given by a party under or in connection with this agreement must be:
  - (a) in writing;
  - (b) signed by a person duly authorised by the sender or, where transmitted by e-mail, sent by a person duly authorised by the sender;
  - (c) directed to the intended recipient's address (as specified in clause 12.3 or as varied by any notice); and
  - (d) hand-delivered, sent by prepaid post or transmitted by e-mail to that address.
- 12.2. A notice given in accordance with this clause is taken as having been given and received:
  - (a) if hand-delivered, on delivery;
  - (b) if sent by prepaid post: (i) within Australia, on the fourth Business Day after the date of posting; or (ii) to or from a place outside Australia, on the seventh Business Day after the date of posting; or
  - (c) if transmitted by e-mail, on transmission, but, if the delivery or transmission is not on a Business Day or is after 5.00pm (recipient's time) on a Business Day, the notice is taken to be received at 9.00am (recipient's time) on the next Business Day.
- 12.3. The parties' respective details for the purposes of this clause are set out in the 'Parties' section of the Master Services Agreement (unless otherwise notified in writing by one party to the other).

## 13. General

- 13.1. A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.



- 13.2. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 13.3. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, then the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 13.4. These Business Terms and Conditions, the Managed Services Agreement and any documents referred to therein, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 13.5. Neither party shall, without the prior written consent of the other party (which will not be unreasonably withheld), assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this agreement, except that the Service Provider may assign, sell or transfer our rights or obligations under this agreement to an Affiliate or bona fide third party purchaser of the Service Provider's business.
- 13.6. Nothing in this agreement is to be construed as constituting a partnership, employment relationship, joint venture, or any other form of association between the parties in which one party may be liable for the acts or omissions of any other party.
- 13.7. If there is any inconsistency between the terms of the Managed Services Agreement and these Business Terms and Conditions, the terms of these Business Terms and Conditions shall prevail to the extent of the inconsistency.
- 13.8. Clauses 3, 4, 5, 7, 8, 10, 11, 12 and 13 of the Business Terms and Conditions, and clauses 3 and 6 of the Master Services Agreement and any other clauses in this agreement which is expressed to, or by its nature, survive expiry or termination of this agreement, will survive expiry or termination of this agreement and are enforceable at any time at law or in equity.
- 13.9. The laws of the state of Queensland, Australia govern this agreement. The parties agree to submit to the exclusive jurisdiction of the courts of Queensland.

Terms and Conditions current as of October 2023.