

1 Application

This Agreement provides for the Conditions pursuant to which you will be provided the Services by the Provider. Your signature of this Agreement constitutes your irrevocable acceptance of these Conditions.

2 Definitions:

2.1 The following definitions apply in this Agreement:

“Agreement” means these Conditions and the Service Activation Agreement.

“Airtime” means wireless telecommunication services.

“Asset” means an asset which is under your operational control. Example assets are trucks, vans, cars, plant and generators.

“Commissioning” means the process of activating a Device and verifying that it is functioning correctly with the Website.

“Device” means electronics equipment containing at least i) a GPS receiver; and ii) a wireless communications modem.

“Fees” means the fees payable by you for access to the Services, as set out in the Service Activation Agreement.

“Global SIM” means a SIM supplied by the Provider.

“Home Country” means the primary country in which the Global SIM will be used, as specified in the Service Activation Agreement.

“Information” means all information provided by, available through, contained in, or offered for use in connection with the Services, the Website, and the Materials.

“Installation” means the placement of Products on an Asset which you wish to monitor using the System.

“Materials” means, collectively and severally, every tangible thing you receive from the Provider; everything you see or read on the Website (including without limitation all text, images, photographs, illustrations, icons, video clips, and other visual materials); all server, client, or other software used on or in connection with the System (including without limitation all HTML code, Cold Fusion code, Java applets, ActiveX controls and other software code); and all depictions or compilations of Information.

“Minimum Period” means the period from the date of signature of the Service Activation Agreement as specified in the Service Activation Agreement.

“Other Countries” means countries, other than the Home Country, in which the Global SIM is enabled, as specified in the Service Activation Agreement.

“Products” means equipment, including Devices, authorised by the Provider for use with the System from time to time. The specifications of the Products are available on request.

“Provider”, “We” means Codan Limited, a company registered in Australia, ACN 007 590 605, of Technology Park, 2 Second Avenue, Mawson Lakes, South Australia 5095.

“Register” means the list of Devices which are registered to you from time to time.

“Services” means all services provided to you under this Agreement in relation to the System, including;

(i) access to the Website and the functionality thereon;
 (ii) the provision of data to the Website in a form accessible to you in relation to the Assets on which the Products have been installed; (iii) the provision of Airtime; and (iv) the provision of Support.

“SIM” means a Subscriber Identity Module in the form of a card which is installed in the Device to enable the provision of terrestrial Airtime.

“Suppliers” means Third Parties that supply goods or services to the Provider in connection with the System, including Products and Airtime.

“Support” means technical support in relation to the System, which shall be provided by phone and email between 9am and 5.30pm GMT+9:30 Monday to Fridays excluding South Australia’s public holidays.

“System” means, collectively and severally, the Website, the Services, the Products and any other services available through or offered for use on or in connection with the Website; all Information; and all Materials.

“Service Activation Agreement” means the Provider Service Activation Agreement completed by you in respect of a request for provision of the Services;

“Third Party” means any and all organisations, entities or individuals other than the Provider and you.

“Tracked Asset” means an Asset whose details have been entered on the Website and in respect of which a Device has been installed.

“Untracked Asset” means an Asset whose details have been entered on the Website but on which no Device has been installed.

“Website” means the **Codan Convoy** website currently accessed at <http://www.codanconvoy.com/> any other websites hereafter designated by the Provider as a Website, and all of their respective constituent web pages.

“User” means a person or persons using the System.

“You” and “your” means you the signatory of this Agreement as user and purchaser of the System.

3 Term and Termination

3.1 The term of this Agreement shall commence on the date that both parties sign the Service Activation Agreement and shall continue indefinitely until terminated in accordance with this Agreement.

3.2 You may terminate this Agreement in its entirety or in part only insofar as it relates to the Services delivered in respect of a particular Tracked Asset on giving of 90 days’ written notice to us, provided that such notice expires after the Minimum Period has ended. Subject to statutory requirements any refund offered for prepaid service shall be offered at the Provider’s sole discretion

3.3 We may terminate this Agreement in the event of your material breach, if such breach is not cured by you within 10 days of your receipt of our written notice to you of such breach. For the avoidance of doubt, your failure to pay the Fees (or any part thereof) when due for payment shall constitute a material breach.

3.4 We shall be entitled to terminate this Agreement without any liability to you:

3.4.1 at any time on giving you 30 days’ written notice of our intention to do so;

3.4.2 without delay or notice to you on your undergoing or being the subject of bankruptcy or insolvency proceedings.

4 Modifications of this Agreement

The Provider may modify this Agreement from time to time (a) by giving you notice of the modified Agreement, or (b) by posting the modified Agreement on the Website. The modified Agreement will be binding on you as of the date of such notice or posting, whichever is earlier, whether or not you review it.

5 Services

5.1 The Provider will provide the Services to you subject to your timely payment of the Fees and the following conditions:

- 5.1.1 the Provider shall not be responsible for any delay or failure by it in performing the Services nor shall the Provider be responsible for any unavailability or inoperability of the Services, where such delay or failure of performance or unavailability or inoperability of Services is the result of war, riots, embargoes, strikes or acts or failures of the Provider's vendors or suppliers, interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion, other failures or outages affecting the Internet, accidents, acts of God, or any other event beyond the Provider's control.
- 5.1.2 Without limiting clause 5.1.1, you acknowledge and agree that from time to time the Services may be unavailable or inoperable or may otherwise fail, for various reasons, including equipment malfunctions, periodic maintenance procedures or repairs which the Provider may undertake from time to time, as well as causes beyond the control of the Provider, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures. The Provider shall have no responsibility or liability for such unavailability, inoperability or failure except to the extent of your remedy for Compensable Service Unavailability (as defined below) as set forth in this clause 5.1, and you agree that such remedy shall be your exclusive remedy, and the Provider's exclusive liability, whether in tort or in contract, for any unavailability, inoperability, or failure of Services.
- 5.1.3 You agree that the Provider is not liable for any claims or damages, including legal fees, in connection with any unavailability, inoperability, or failure of Services other than as provided by this clause 5.1 and you hereby release and forever discharge the Provider and its Suppliers from any such claims or damages.
- 5.1.4 You shall immediately notify the Provider of any instance of Service Unavailability. The Provider shall promptly determine, in its reasonable commercial judgment, whether such Service Unavailability is a Compensable Service Unavailability, and the Provider's records and data shall be the basis for such determination. As used in this Agreement, "Service Unavailability" shall be defined as the unavailability, inoperability, or other substantial failure of the Services, and "Compensable Service Unavailability" shall be defined as Service Unavailability that is reported by you and which is due solely to a failure of the Provider's computer equipment, software, or facilities. Furthermore, Compensable Service Unavailability shall not include Service Unavailability due to issues in relation to data supplied by you, your acts or omissions or the acts or omissions of your agents, network unavailability outside of the Provider's control, or events of force majeure.
- 5.1.5 For each day that you experience more than twelve (12) full hours of Compensable Service Unavailability, the Provider shall, upon your request, credit your account by an amount equal to the pro-rata charge for one (1) day's Fees (calculated on the basis of a thirty (30) day month). You shall not have any claim or be entitled to any credit for Compensable Service Unavailability of less than the number of hours provided for in the preceding sentence. You shall not be entitled to any remedy for Service Unavailability that is not reported by you as required in the preceding subsection.
- 5.1.6 Each Global SIM remains our property or the property of our Suppliers.
- 5.1.7 We may for any reason and without notice or liability to you:
 - 5.1.7.1 restrict the operation of a Global SIM to the Home Country; or

- 5.1.7.2 at any time set a limit on the amount of Fees you incur during each billing period; or
 - 5.1.7.3 place a bar on a Global SIM being used in one or more Other Countries.
 - 5.1.8 If you wish us to lift any of the restrictions we place on the use and operation of your Global SIM pursuant to clause 5.1.7, you must contact us requesting the same. We will give reasonable consideration to such requests but:
 - 5.1.8.1 shall be under no obligation to lift any restrictions we have imposed pursuant to clause 5.1.7;
 - 5.1.8.2 may require you to agree to our checking your creditworthiness prior to lifting such restrictions; and/or
 - 5.1.8.3 may require the payment of a non-interest bearing deposit by you of a sum specified by us (at our sole discretion) provided that sum shall not exceed \$500 USD.
 - 5.1.9 We may require the payment by you of a non-interest bearing deposit prior to our commencement of the delivery of the Services to you. The sum of such deposit shall be specified by us (but shall not exceed a sum equivalent to more than 4 months' Fees calculated by reference to your actual usage of the Services or, if you have not used the Services for at least 4 months, on the basis of your projected use of the Services based on the information given to us) and shall be repaid to you on the termination of this Agreement, unless this Agreement is terminated pursuant to clause 3.3.
- #### 6 Products, Installation, Commissioning and Support.
- 6.1 You shall place orders for the supply of Products with the Distributor.
 - 6.2 You or the Distributor shall install the Device you have purchased on the Asset that you wish to track using the System. On supplying the Device to you, the Distributor shall provide you with instruction as to the correct Installation, Commissioning and maintenance of the Device and you are expected take care of the Device; i.e. avoid tampering, disconnection of wiring / antennae, exposure to water / fire/ etc.).
 - 6.3 The Device will normally be delivered pre-equipped with a Global SIM. During the Commissioning process, the Global SIM will be activated and you will be liable for any Airtime charges incurred thereafter.
 - 6.4 You agree to use your best endeavors to ensure the Global SIM is used whenever possible and is not replaced with a SIM from a local network ("Local SIM") without our consent. For the avoidance of doubt, our overall commercial offer is based on the improved technical characteristics and end to end service control offered by the Global SIM; use of alternatives may affect service quality and risks placing an additional Support burden on us. We reserve the right to charge you in the event that additional costs are incurred as a result of fault investigation and rectification related to the use of Local SIMs without our consent.
 - 6.5 The list of countries in which the Global SIM is operational ("**Codan Mobile Service Area**") will be provided to on request. You acknowledge that the Codan Mobile Service Area may change without notice due to decisions by our Suppliers or as a result of restrictions placed on the us or our Suppliers by government authorities.
 - 6.6 In the event that a given country is not within the Codan Mobile Service Area, you shall source a Local SIM, in accordance with the specifications provided by us.
 - 6.7 You are responsible for all Airtime charges incurred by a Local SIM and for settling such charges with the Third Party provider in a timely manner to maintain the provision of Airtime to the Device. Your failure to maintain a valid Airtime service in respect of a Device shall not release you from your obligation to pay other Fees applicable to the provision of Services relating to such Device.
 - 6.8 During the term of this Agreement, the Provider will provide and make available to you the Support.

- 6.9 If you suspect that a fault has occurred in the Products during the term of this agreement, you should contact Support.
- 6.10 You may arrange for Products to be de-installed and / or re-installed by a Third Party from time to time. Such work must be carried out in accordance with technical instructions issued by the Provider from time to time.

7 Your Responsibilities

- 7.1 Throughout the term of this Agreement, you must at all times:
- 7.1.1 In respect of your use of any Products and/or the Global SIM:
- 7.1.1.1 strictly comply with the terms of this Agreement;
- 7.1.1.2 keep strictly to any conditions we set regarding the use of the Products, including the Global SIM if applicable;
- 7.1.1.3 follow in a timely fashion our reasonable instructions in relation to the System or any part of it;
- 7.1.1.4 tell us immediately if your name or address details change;
- 7.1.1.5 notify Support immediately in writing if a Device is lost or stolen. You acknowledge that if your Device or Global SIM is lost or stolen, you will not be responsible for any communications charges incurred after you have notified us of that fact but will be responsible for any Fees incurred beforehand.
- 7.2 You must not remove a Global SIM from a Device or use it in conjunction with other equipment or use it (or allow it to be used) for any illegal purpose. We may report such incidents to the police or any other relevant official organisation.

8 Use of System for Lawful, Internal Purposes only

You agree and warrant that your use of the System will be solely for your lawful, internal purposes only, and for no other purpose. Without limiting the foregoing, you may not provide or otherwise make available the System to any Third Party. You may not use the System for any purpose that is unlawful or prohibited by this Agreement.

9 Not for Navigation

You acknowledge and agree that the System is not a navigational aid, and you agree and warrant that the System will not be used in navigation.

10 Safety Equipment

The System is not intended to replace, or eliminate the need for, safety equipment. You agree to have and maintain all safety equipment that may be required or advisable with respect to any asset being tracked with the Services.

11 Suspension

- 11.1 We reserve the right to suspend the Service in relation to one or more Assets or Devices if:
- 11.1.1 a Supplier network fails or if modification or maintenance work is being carried out, or if the network is unavailable for any reason;
- 11.1.2 if you commit a breach of clause 13.4; or
- 11.1.3 if we think or know your Device or Global SIM(s) is being used fraudulently or illegally or if either of them have been lost or stolen.
- 11.2 If the service is suspended under 11.1.2 and you wish to be reconnected, we may require you to pay an administration charge of \$55.00 USD in addition to all arrears.
- 11.3 If the service is suspended under 11.1.3, you will still have to pay the Fees.

12 Use of Information

You are solely responsible for your conduct with respect to any Information, including without limitation your conduct in creating, storing, transmitting, disseminating, accessing, receiving, or using any Information.

13 Fees

- 13.1 In consideration of the provision of the Services to you by the Provider, you shall pay the Fees to the Provider at the rates set out in the Service Activation Agreement.
- 13.2 All Fees are exclusive of Value Added Tax that shall be paid by you at the rate and manner prescribed by law.
- 13.3 The Provider shall be entitled to vary the Fees with 30 days' written notice and such variation shall be deemed to be accepted by You unless You notify the Provider in writing within 30 days that You do not accept the revised Fees.
- 13.4 You will pay all amounts due under this Agreement to the Provider within 30 days of receipt of a valid and correct invoice addressed to you.
- 13.5 The Provider shall be entitled to exercise its statutory right to interest on all overdue payments and to compensation for debt recovery costs under the late payment legislation.
- 13.6 You shall notify us of any billing queries within one month of the date of the invoice upon which the query arises and shall not withhold payment of any Fees set out in the queried invoice, or any invoice, by reason of your billing query until it has been resolved by us.
- 13.7 All amounts due under this agreement shall be paid in full without any deduction or withholding other than as required by law. You shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

14 No Warranties

- 14.1 YOU WILL USE THE SYSTEM AT YOUR OWN RISK. THE SYSTEM IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, QUALITY, OR ACCURACY.
- 14.2 Without limiting the foregoing, the Provider does not warrant that the System or its operation will be accurate, reliable, uninterrupted, error-free or free of viruses or other harmful agents, nor does the Provider warrant that any Information will be accurate, reliable, complete, or timely. You acknowledge that Information may be transmitted via satellite and over local exchange, interexchange and Internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by local and long distance carriers, utilities, satellite companies, communications companies, Internet service providers and other Third Parties, all of which are beyond the control of the Provider. You accept all risk arising out or relating to the delay, failure, interruption, corruption, or interception of any Information. No agent or representative has the authority to create any warranty regarding the System on behalf of the Provider.

15 Exclusion and Release of Liability; Exclusion of Consequential Damages

- 15.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OR RELATING TO YOUR USE OF THE SYSTEM. WITHOUT LIMITING THE FOREGOING, THE PROVIDER SHALL NOT BE LIABLE FOR, AND YOU PROSPECTIVELY WAIVE AND RELEASE THE PROVIDER FROM, ANY CLAIMS ARISING OUT OF OR RELATING TO YOUR USE OF THE SYSTEM, INCLUDING WITHOUT LIMITATION YOUR ACCESS TO OR USE OF THE PRODUCTS, THE SERVICES, THE INFORMATION, THE MATERIALS, OR ANY OTHER SERVICES AVAILABLE THROUGH OR USED IN CONJUNCTION WITH THE SYSTEM; ANY CLAIMS ARISING OUT OF OR RELATING TO THE CREATION, CONTENT, STORAGE, TRANSMITTAL, DISSEMINATION, ACCESSING, RECEIPT, USE, DELAY, FAILURE, INTERRUPTION, CORRUPTION, OR INTERCEPTION OF ANY INFORMATION; AND ANY CLAIMS ARISING OUT OF OR RELATING

TO ANY DELAY, FAILURE, INTERRUPTION OR LOSS OF SERVICE; PROVIDED, HOWEVER, THAT THIS SENTENCE SHALL NOT RELEASE THE PROVIDER OF INTENTIONAL OR WILLFUL MISCONDUCT.

15.2 IF, DESPITE THE FOREGOING, THE PROVIDER IS FOUND TO BE LIABLE TO YOU, THEN THE ENTIRE AGGREGATE LIABILITY OF THE PROVIDER FOR ALL CLAIMS AND CAUSES OF ACTION WHICH ARISE OUT OF OR RELATE TO YOUR USE OF THE SYSTEM, WHETHER BASED ON CONTRACT, NEGLIGENCE, RECKLESSNESS, STRICT LIABILITY OR OTHERWISE DAMAGE TO OR LOSS OF ANY REAL OR PERSONAL PROPERTY, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, DESTRUCTION OF BUSINESS OR OTHER BUSINESS INJURY, AND ANY OTHER INJURIES OR DAMAGES OF ANY KIND SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY YOU UNDER THIS AGREEMENT IN THE SIX MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST OR IMPUTED PROFITS, BUSINESS INTERRUPTION, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES), EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.3 EACH PROVISION THAT PROVIDES FOR A LIMITATION OF LIABILITY OR REMEDIES OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY THE PROVIDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE OTHER WARRANTY DISCLAIMERS OR LIMITATIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

15.4 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF THE PROVIDER FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE; OR FRAUD OR FRAUDULENT MISREPRESENTATION.

16 Additional Protected Entities

For purposes of any disclaimers of warranty, any exclusions or limitations of liability or damages, any indemnity provisions, any and all references to the "Provider" shall mean the Provider, its Suppliers, and their respective officers, directors, agents, shareholders, owners, employees, trustees, administrators, receivers, sureties, insurers, attorneys, successors and predecessors in interest, parent and subsidiary and affiliated corporations, communications the Providers, partners, licensors and suppliers, attorneys, assigns and receivers of each of the foregoing, past, present and future.

17 Links to Third Party Sites

Links to sites operated by Third Parties ("Linked Sites") will let you leave the Website. Linked Sites are not under the control of the Provider, and the Provider is not responsible for the contents of any Linked Sites or any link contained in any Linked Sites, or any changes or updates to such sites. The Provider is not responsible for any information, data, or transmission of any kind received from any Linked Sites. The Provider is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Provider of any Linked Sites or of any information, product or services.

18 Indemnification

You agree to defend, indemnify and hold the Provider, its Suppliers, and their respective officers, directors, agents, shareholders, owners, employees, trustees, administrators, receivers, sureties, insurers, attorneys, successors and predecessors in interest, parent and subsidiary and affiliated corporations, communications providers, partners, licensors and suppliers, attorneys, assigns and receivers of each of the foregoing, past, present and future, harmless from and against any claims, actions or demands, liabilities and settlements, including without limitation reasonable legal and accounting fees, arising from or relating to or alleged to arise from or relate to your use of the System.

19 Intellectual Property

19.1 The Provider or its Suppliers shall retain all right, title and interest, including without limitation all copyright, patent, trade secret, trademark and other proprietary rights, in any and all intellectual property embodied in the System, including without limitation all source code, object code, databases, user interface screens, algorithms, development frameworks, repositories, system designs, system flow, processing techniques and procedures related thereto, online and/or printed documentation, copies, and derivatives of any of the foregoing, in whole or in part.

19.2 You should assume that all Materials are copyrighted and protected under treaty provisions and worldwide copyright laws, unless otherwise noted. Except as otherwise expressly provided in this section, you may not copy, distribute, transmit, display, perform, reproduce, publish, modify, rewrite, reverse-engineer, disassemble, decompile, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), create derivative works from, license, sublicense, transfer, or sell any Information or Materials without the prior written consent of the copyright owner. You agree to comply with all provisions of any license applicable to any software included in Materials. If you violate any of the terms of this section, your permission to use the System will automatically terminate. In addition, violation of the provisions of this section may subject you to severe civil and criminal penalties. Requests to reproduce Materials should be sent to the Provider at:

Codan Limited, Technology Park, 2 Second Avenue, Mawson Lakes, South Australia 5095.

20 Changes to the Website

You agree that the Provider may change the appearance or operation of the Website at any time for any reason, with or without notice. You agree that the Provider will not be liable to you or any Third Party as a result of such changes.

21 Termination

21.1 You may not use the System at any time following your receipt of notice from us that we consider that you are in material breach of this Agreement, and your right to access or use the System will automatically and immediately terminate upon expiration or other termination of this Agreement for any reason whatsoever. For the avoidance of doubt any failure to pay the Fees or any part thereof when due will be a material breach of this Agreement.

21.2 If we end all or part of this Agreement under 3.3 above, you will only have to pay the Fees to the date this Agreement ends.

21.3 If you end all or part of this Agreement under 3.2 and the Minimum Period has ended we will charge you Fees to the end of the month that the 90 day period ends unless that period ends later than the 10th day of a month, in which case service charges will be payable up to the end of the following month.

21.4 If you wish to terminate this Agreement prior to the expiry of the Minimum Period you must:

21.4.1 provide us with not less than 90 days' written notice; and

21.4.2 Without limitation to any other remedy we may have, pay to us a sum equivalent to the sum of the profit we would have made from your use of the ended Services from the date of termination to the end of the Minimum Period had you not terminated the Agreement (which sum shall be calculated solely by us with reference to your past use of the Services).

22 Compliance with Laws

You are responsible for compliance with all laws, regulations and other rules applicable to your use of the System.

23 Injunctive Relief

You agree that the Provider will suffer irreparable injury in the event you fail to comply with this Agreement and that monetary damages may be inadequate to compensate the Provider for such breach. Accordingly, you agree that the Provider will, in addition to any other remedies available to it at law or in

equity, be entitled to injunctive relief, without posting a bond, to enforce this Agreement.

24 Survival

All terms, conditions and warranties contained in this Agreement which by their sense and context are intended to survive the performance hereof by the parties hereunder shall survive the completion of the performance, cancellation or termination of the Agreement. Without limiting the foregoing, the provisions entitled "Use of Information," "No Warranties," "Exclusions and Release of Liability; Exclusion of Consequential Damages," "Additional Protected Entities," "Indemnification", "Jurisdiction" and "Severance" shall survive the termination of the Agreement.

25 Whole Agreement

This Agreement constitutes the entire agreement and understanding between the Provider and you with respect to the subject matter thereof, including without limitation your use of the System, superseding all prior or contemporaneous communications and/or understandings. This Agreement may not be modified except by a subsequent writing signed by the Provider and notified to you.

26 Notices:

The Provider may deliver notice to you under this Agreement, by means of electronic mail or by first class mail to the electronic mail address or postal mailing address provided by you. You may give notice to the Provider by first class mail to the Provider's postal mailing address, which is Technology Park, 2 Second Avenue, Mawson Lakes, South Australia 5095.

27 Severance

- 27.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 27.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

28 Governing Law

- 28.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of South Australia.
- 28.2 Each party to this Agreement irrevocably agrees that the courts of South Australia have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.