

YourKind

YOURKIND PTY LTD ABN 31 663 959 448

MARKETPLACE TERMS OF SERVICE

INTRODUCTION

The Company provides the “YourKind Marketplace” online platform to allow users to sell digital products and services to customers. Use of the platform is subject to these Terms of Service.

DEFINITIONS

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

- (a) **ABN** means Australia Business Number.
- (b) **Account** means a registered account within the Platform.
- (c) **Business Day** means a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general banking business in Sydney, Australia.
- (d) **Community App** means the “YourKind Community App” digital platform developed by the Company and accessible from mobile application marketplaces from time-to-time.
- (e) **Community App Terms** means the terms and conditions of using the Community App, as updated from time-to-time, which can be found at <https://www.yourkind.io/terms>.
- (f) **Company** means YourKind Pty Ltd ABN 31 663 959 448.
- (g) **Confidential Information** means any written or verbal information that:
 - i Is information deemed as confidential under these Terms of Service;
 - ii A party informs the other party that it considers it confidential and/or proprietary;
 - iii A party would reasonably consider to be confidential in the circumstances; and
 - iv Is personal information within the meaning of the Privacy Act and GDPR.but does not include information that a party can establish:
 - v Was in the public domain at the time it was given to that party;
 - vi Became part of the public domain, without that party’s involvement in any way, after being given to the party;
 - vii Was in party’s possession when it was given to the party, without having been acquired (directly or indirectly) from the disclosing party; or
 - viii Was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.
- (h) **Corporations Act** means the *Corporations Act 2001* (Cth).

- (i) **Customer** means the individual or entity that purchases Products and/or Services via the Platform, subject to the terms and conditions of the Purchase Order Terms.
- (j) **Fee** means a fee charged by the Company for use of the Platform and includes both the Subscription Fee and Sale Fee.
- (k) **GDPR** means the EU General Data Protection Regulation 2016/679.
- (l) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (m) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.
- (n) **Listing** means a listing page offering for sale certain Products and/or Services.
- (o) **Listing Link** means the unique custom link for a specific Listing.
- (p) **Payment Gateway** means Stripe (or such other payment system the Company may adopt within the Platform from time-to-time).
- (q) **Personal Information** has the same meaning as in the Privacy Act.
- (r) **Platform** means the “YourKind Marketplace” online platform for the direct selling of digital products and services, developed by the Company and accessible from the Site.
- (s) **Privacy Act** means the *Privacy Act 1988* (Cth).
- (t) **Privacy Policy** means the Company’s privacy policy as updated from time-to-time, which can be found at <https://www.yourkind.io/policies>.
- (u) **Products and/or Services** means a digital product or service that is made available for sale via the Platform by Users.
- (v) **Promotion** means any promotional discount or benefit made available to Users by the Company from time-to-time.
- (w) **Purchase Order Amount** means the amount payable by the Customer to purchase Products and/or Services, as set by the User and notified to the Customer via the Marketplace.
- (x) **Purchase Order Terms** means the terms and conditions binding the Customer in respect of the purchase of Products and/or Services, as notified to the Customer at the time of purchase.
- (y) **Sale** means a sale of Products and/or Services to the Customer from the User that occurs via the Marketplace.
- (z) **Sale Fee** means the fee payable by the User on each Sale made via the Platform calculated as a percentage of the Purchase Order Amount, as advertised on the Site and/or within the Platform from time-to-time.
- (aa) **Site** means <https://www.yko.link> and any other URL where the Company advertises the Platform from time-to-time.

- (bb) **Stripe** means the cloud payments platform accessible at <https://www.stripe.com/>.
- (cc) **Stripe Connected Account Agreement** means the legal terms and conditions governing the use of Stripe Connect to be agreed directly with Stripe which includes the Stripe Terms of Service and can be found at <https://stripe.com/en-au/legal/connect-account> (as updated from time-to-time).
- (dd) **Stripe KYC Onboarding** means the standard onboarding process required to successfully set up a Stripe Connect account, as managed independently by Stripe.
- (ee) **Stripe Privacy Policy** the Stripe's privacy policy found at <https://stripe.com/privacy> (as updated from time-to-time).
- (ff) **Stripe Terms of Service** means the terms and conditions of using the Stripe and found at <https://stripe.com/legal/ssa> (as updated from time-to-time).
- (gg) **Subscription Fee** means the subscription fee payable by a User to create a custom profile link to promote (amongst other things) Products and/or Services, as advertised on the Site and/or within the Platform from time-to-time.
- (hh) **Tax Invoice** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (ii) **Terms of Service** means these terms and conditions of using the Platform, as updated from time-to-time, which can be found at the Site.
- (jj) **User** means any registered user of the Platform that creates Listings to sell Products and/or Services.
- (kk) **User Content** means all information, data, documents, and other such materials entered or uploaded into the Platform by a User but does not include derivative data or analytics.

1 USING THE PLATFORM

1.1 General

- (a) To use the Platform, the User must accept these Terms of Service.
- (b) The licence granted under these Terms of Service shall be ongoing until terminated in accordance with the terms of these Terms of Service.
- (c) The User agrees that all use of the Platform is subject to these Terms of Service and must immediately cease to use the Platform if the User can no longer agree or adhere to these Terms of Service.
- (d) The Company may suspend an Account or restrict the access of any User that breaches these Terms of Service.
- (e) Persons under 13 years of age must not use the Platform under any circumstances. By accepting these Terms of Service, the User represents to the Company that they are 13 years of age and above

1.2 Relationship

- (a) The Company's role is limited to providing the digital platform to facilitate the sale of Products and/or Services between two independent contracting parties who are directly responsible to each other with respect to the Sale.
- (b) For the avoidance of doubt, the Company is not responsible for, and not liable to the Customer with respect to, the conduct of the User (or Customer) or any Products and/or Services that are sold by the User via the Platform. It is the sole responsibility of the User to provide the agreed Products and/or Services to the Customer following a Sale.

1.3 Community App

- (a) The Company owns and operates the Community App.
- (b) The User may also be a registered user of the Community App and use the social communities therein to promote Products and/or Services via distribution of Listing Links, subject to and in accordance with the Community App Terms.
- (c) Where the User is a registered user of the Community App then they may access the Platform via the Community App directly (to the extent this is made available by the Company from time-to-time).
- (d) The User may otherwise use the Platform as a standalone product without being a registered user of the Community App, in which case access to the Platform shall be limited to the Site only.

1.4 Account

- (a) To access the Platform, the User must have set up an Account.
- (b) To create an Account, the User must verify their email address or mobile number by entering the verification code sent to their email account or mobile device (as the case may be).
- (c) As part of Account sign up the User will be asked to enter (without limitation) their full name, email, country of residence, and desired username.
- (d) The User should complete Account set up accurately and truthfully, and not on the behalf or upon the instruction of any third party and must update their details should they become outdated.
- (e) The Company may permit or deny the User an Account in its absolute discretion (although the User may generally obtain an Account by completing registration and accepting these Terms of Service).
- (f) Where the Company has reasonable grounds to believe that the User is in breach of these Terms of Service or the subject to genuine negative feedback from Customers, the Company may in its complete discretion suspend the User's Account until such time as the issue is appropriately resolved.

1.5 Features

The Company shall provide the User with access to, and use of the features as provided within the Platform from time-to-time.

1.6 Products and/or Services

- (a) The User may make available for purchase Products and/or Services by creating a Listing, subject to each of the following conditions being met:
 - i Having a valid Account set up; and
 - ii Completing Stripe KYC Onboarding (as per clause 1.7)
- (b) The User shall have complete control over Listings they advertise on the Platform and must ensure that all information is complete and correct especially the description of the Products and/or Services being sold and what is included.
- (c) Once a Listing is successfully created, the User will be provided with the Listing Link which it may share with potential customers in its discretion to promote Products and/or Services (which may include via the Community App).
- (d) By offering Products and/or Services via the Platform, the User warrants to the Company that they are fully authorised and legally entitled to sell the Products and/or Services and doing so will not infringe the Intellectual Property rights of a third party in any way.
- (e) The User is solely responsible for ensuring that it has all necessary qualifications, accreditations, licences, permits, or other credentials necessary to sell the Products and/or Services for as long as they are offered for sale on the Platform.
- (f) The Company accepts no responsibility for any interaction between the User and Customers, whether that interaction occurs via the Platform or not.
- (g) The User agrees that they are responsible for providing the purchased Products and/or Services to the Customer in the manner advertised and dealing with any Customer support enquiries including any refund requests.

1.7 Stripe Connect Setup

- (a) The User must complete Stripe KYC Onboarding to be able to sell Products and/or Services via the Platform.
- (b) The User acknowledges and accepts that:
 - i The Stripe KYC Onboarding is managed Independently by Stripe without involvement of the Company and the Company is not privy to documentation shared with Stripe as part of this process; and
 - ii They must agree to the Stripe Connected Account Agreement as a condition to using Stripe Connect which shall form a direct contractual relationship with Stripe.
- (c) Payment processing services for sellers on the Platform are provided by Stripe and are subject to the Stripe Connected Account Agreement. By agreeing to these Terms of Service or continuing to operate an Account on the Platform, the User agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of the Platform enabling payment processing services through Stripe, the User agree to provide the Company with accurate and complete information about them and their business and authorise the Company to share it and transaction information related to your use of the payment processing services provided by Stripe.

- (d) The Company is not responsible for the performance and availability of the Payment Gateway as a third-party dependency as per clause 4.10.

1.8 Sales

- (a) The User may set (and update) the Purchase Order Amount on specific Products and/or Services in its discretion via Listings.
- (b) All payments by Customers of the Purchase Order Amount will be managed via the Payment Gateway.
- (c) Where a Sale occurs, the User will be notified via the Platform and their Account credited with the Purchase Order Amount, less the applicable Sale Fee and any transactions costs charged by the Payment Gateway.
- (d) The User may withdraw funds from their Account to their nominated bank account as provided during Stripe KYC Onboarding at any time.

2 FEES, PAYMENTS, AND REFUNDS

2.1 Sale Fee

- (a) The primary Fee is the Sale Fee which shall be paid automatically at the point of Sale via the Payment Gateway.
- (b) To clarify, the Sale Fee will be deducted from the Purchase Order Amount at the time funds are released to the User's Account following a Sale.
- (c) The User accepts that the Sale Fee is valid consideration for the Company facilitating the transaction via the Platform.

2.2 Subscription Fee

- (a) Where payable, the Subscription Fee shall be paid in advance for the subscription period elected by the User.
- (b) The User agrees to make payment in advance for the Subscription Fee due at such frequency, or on such dates, as the User has subscribed for.
- (c) The User can manage and update their subscription preferences at any time via their Account.
- (d) Subscription Fees will automatically renew on an ongoing basis and be charged to the User at the end of the User's current subscription period for an additional period equal in length on the same terms, unless and until cancelled by the User.
- (e) Where a Subscription is validly cancelled by the User, those specific features and benefits associated with the subscription shall cease at the end of the current billing cycle.
- (f) Promotions may affect payment of the Subscription Fee including free trial periods.

2.3 Variations

- (a) The Company reserves the right to introduce or change any Fees from time-to-time by giving the User written notice. Any new or changed Fees will apply at the next transaction after the User has been given such notice.
- (b) If a User does not accept a change to any Fees, then they can simply terminate their Account and stop using the Platform.

2.4 Currency

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

2.5 GST

For Users in Australia, GST is applicable to any Fees charged by the Company to the User. Unless expressed otherwise, all Fees shall be deemed inclusive of GST. The Company will provide the User with a Tax Invoice for any payments.

2.6 Refunds

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

3 USER CONTENT

3.1 The User acknowledges and agrees that:

- (a) User Content is the sole responsibility of the User that uploaded the User Content to the Platform;
- (b) By uploading User Content to the Platform the User warrants to the Company that it is true and accurate;
- (c) By uploading the personal information of a third party to the Platform, the User warrants to the Company that they have this third party's consent to do so;
- (d) The User indemnifies the Company for any User Content that is fake, illegal, pornographic, offensive, discriminatory, defamatory, rude, indecent or objectionable that the User makes available using the Platform;
- (e) Without limiting the Company's rights, the Company may remove or suspend accessibility to User Content via the Platform that the Company determines is fake, illegal, pornographic, offensive, discriminatory, rude, indecent or objectionable in its sole discretion;
- (f) To the extent permitted by law, under no circumstances will the Company be liable in any way for User Content and the User is responsible for the accuracy, quality and legality of any data uploaded to the Platform;
- (g) The Platform may enable the User to create User Content, but by doing so the User shall not acquire an interest to any Intellectual Property owned by the Company which may exist in the Platform; and
- (h) The User warrants that it has all necessary Intellectual Property rights to use User Content and shall indemnify the Company for any infringement the User commits of third-party Intellectual Property rights by using User Content on the Platform.

4 GENERAL CONDITIONS

4.1 Licence

- (a) By accepting the terms and conditions of these Terms of Service, the User is granted a limited, non-exclusive and revocable licence to access and use the Platform for the duration of these Terms of Service, in accordance with these Terms of Service.
- (b) The Company may issue the licence to the User on the further terms or limitations as it sees fit.
- (c) The Company may revoke or suspend the User's licence(s) in its absolute discretion for any reason that it sees fit, including for breach of these Terms of Service by the User.

4.2 Modification of Terms

- (a) The Company may, in its sole discretion, modify or update these Terms of Service from time-to-time.
- (b) Where changes are made to these Terms of Service, the Company will insert a 'last modified' date at the top of these Terms of Service to indicate the effective date of the updates.
- (c) The User should review this page periodically for notice of any changes to these Terms of Service.
- (d) The Company may notify the User of a change to these Terms of Service, such as material changes that affect the User's rights.
- (e) When the Company changes these Terms of Service in a material manner, it will update the 'last modified' date at the top of these Terms of Service and notify the User that material changes have been made to these Terms
- (f) The modified terms shall come into effect the next time the User accesses the Platform following the update to the Terms of Service.
- (g) If the User does not accept any changes to the terms of these Terms of Service, the User may terminate these Terms of Service and must immediately cease using the Platform.

4.3 Software-as-a-Service

- (a) The User agrees and accepts that the Platform is:
 - i Hosted on servers managed by the Company, or by third-party service providers and systems approved by the Company, and shall only be accessed using the internet or other connection to the Company servers and is not available 'locally' from the User's systems; and
 - ii Managed and supported by the Company and other third-party service providers engaged by the Company from time-to-time from the servers, and that no 'back-end' access to the Platform is available to the User unless expressly agreed in writing.

- (b) As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Platform.

4.4 Support

- (a) The Company provides user support for the Platform via the email address support@yourkind.io.
- (b) The Company reserves the right to require the payment of reasonable fees for non-standard support requests prior to the provision of such support.

4.5 Use & Availability

- (a) The User agrees that it shall only use the Platform for legal purposes and shall not use it to engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.
- (b) The User is solely responsible for the security of their mobile device for obtaining access to their Account. The User shall notify the Company as soon as they become aware of any unauthorised access of their Account and the Company cannot be held liable for such in any way.
- (c) The User agrees that the Company shall provide access to the Platform to the best of its abilities, however:
 - i Access to the Platform may be prevented by issues outside of its control; and
 - ii It accepts no responsibility for ongoing access to the Platform.

4.6 Privacy & Personal Information

- (a) The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for Personal Information that it collects about the User.
- (b) The Privacy Policy does not apply to how the User handles Personal Information. If necessary under the Privacy Act, it is the User's responsibility to meet the obligations of the Privacy Act by implementing a privacy policy in accordance with law.
- (c) The Platform may use cookies (a small electronic tracking code) to improve a User's experience while browsing, while also sending browsing information back to the Company. The User may manage how it handles cookies in its own browser settings.
- (d) The User acknowledges and accepts:
 - i The Company collects Personal Information of Users as part of creating an Account and/or Profile;
 - ii When Personal Information is provided in connection with the Payment Gateway, Stripe receives that Personal Information and processes it in accordance with Stripe's Privacy Policy;
 - iii Under no circumstances will the Company be responsible to the User for the User's use of Personal Information; and

- iv All Personal Information input into the Platform by a User is provided with that User's consent.

4.7 Analytics

The Company may use information and data collected via the Platform, which may include User Content, for promotional, research, developmental, statistical and analytical purposes, subject to and in accordance with the Privacy Policy.

4.8 Security

The Company takes the security of the Platform and the privacy of its Users very seriously. The User agrees that the User shall not do anything to prejudice the security or privacy of the Company's systems or the information on them.

4.9 Intellectual Property

- (a) **Trade marks.** The Company has moral and registered rights in its trade marks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- (b) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that it shall not infringe on any third-party rights through the use of the Platform.
- (c) **The Platform.** The User agrees and accepts that the Platform is the Intellectual Property of the Company and the User further warrants that by using the Platform the User will not:
 - i Copy the Platform or the services that it provides for the User's own commercial purposes; and
 - ii Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in the Platform, or any documentation associated with it.
- (d) **Content.** All content (excluding User Content) submitted to the Company, whether via the Platform or directly by other means, becomes and remains the Intellectual Property of the Company, including (without limitation) any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the Platform.

4.10 Third Party Dependencies

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

4.11 Confidentiality

- (a) Each party acknowledges and agrees that:

- i the Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);
 - ii it owes an obligation of confidence to the Discloser concerning the Confidential Information;
 - iii it must not disclose the Confidential Information to a third party except as permitted in these Terms of Service;
 - iv all Intellectual Property rights remain vested in the Discloser, but disclosure of Confidential Information does not in any way transfer or assign any rights or interests in the Intellectual Property to the receiving party; and
 - v any breach or threatened breach by the receiving party of an obligation under these Terms of Service may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently, the Discloser has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the receiving party (and its agents, assigns, employees, officers and directors, personally) or to compel specific performance of this clause.
- (b) A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:
 - i any actual, suspected, likely or threatened breach by it of any obligations it has in relation to the Confidential Information.
 - ii any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or
 - iii any actual, suspected, likely or threatened theft, loss, damage, or unauthorized access, use or disclosure of or to any Confidential Information.
- (c) The receiving party must promptly take all steps that the Discloser may reasonably require and must co-operate with any investigation, litigation or other action of the Discloser or of a related body corporate if there is:
 - i any actual, suspected, likely or threatened breach of a term of these Terms of Service; or
 - ii any theft, loss, damage or unauthorized access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

4.12 Liability & Indemnity

- (a) The User agrees that it uses the Platform at its own risk.
- (b) The Company makes no representation or guarantee that the User will gain a particular benefit from using the Platform including making any Sales.
- (c) The User acknowledges that the Company is not responsible for the conduct or activities of any User or Customer and that the Company is not liable for such under any circumstances.

- (d) The User agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with the User's use of or conduct in connection with the Platform, including any breach by the User of these Terms of Service or the failure to deliver agreed Products and/or Services to Customers following a Sale.
- (e) In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, damage to property, injury, illness, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the User's access to, or use of, or inability to use the Platform, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, injury, illness or business interruption of any type, whether in tort, contract or otherwise.
- (f) Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, the Company's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at the Company's option to:
 - i The re-supply of services or payment of the cost of re-supply of services; or
 - ii The replacement or repair of goods or payment of the cost of replacement or repair.

4.13 Termination

- (a) Either party may terminate these Terms of Service by giving the other party written notice or simply by cancelling an Account, and access to the Platform shall terminate immediately.
- (b) Termination of these Terms of Service is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of these Terms of Service up to the date of expiry or termination.

4.14 Dispute Resolution

- (a) If any dispute arises between the parties in connection with these Terms of Service (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
 - i Includes or is accompanied by full and detailed particulars of the Dispute; and
 - ii Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- (b) Within 10 Business Days after a Dispute Notice is given, a representative of each party with the authority to resolve the dispute, must meet (virtually or otherwise) and seek to resolve the Dispute.

- (c) Subject to clause (d), a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- (d) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- (e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

4.15 Electronic Communication, Amendment & Assignment

- (a) The Company will send the User notices and other correspondence to the details that the User submits to the Company, or that the User notifies the Company of from time-to-time. It is the User's responsibility to update its contact details as they change.
- (b) A consent, notice or communication under these Terms of Service is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- (c) Notices must be sent to the parties' most recent known contact details.
- (d) The User may not assign or otherwise create an interest in these Terms of Service.
- (e) The Company may assign or otherwise create an interest in its rights under these Terms of Service by giving written notice to the User.

4.16 General

- (a) **Special Conditions.** The parties may agree to any Special Conditions to these Terms of Service in writing.
- (b) **Prevalence.** To the extent these Terms of Service are in conflict with, or inconsistent with any Special Conditions made under these Terms of Service, the terms of those Special Conditions shall prevail.
- (c) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms of Service.
- (d) **Relationship.** The relationship of the parties to these Terms of Service does not form a joint venture, agency or partnership.
- (e) **Waiver.** No clause of these Terms of Service will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- (f) **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to these Terms of Service and the transaction facilitated by it.
- (g) **Governing Law.** These Terms of Service are governed by the laws of New South Wales, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.

- (h) **Severability.** Any clause of these Terms of Service, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms of Service.
- (i) **Interpretation.** The following rules apply unless the context requires otherwise:
 - i Headings are only for convenience and do not affect interpretation.
 - ii The singular includes the plural and the opposite also applies.
 - iii If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - iv A reference to a clause refers to clauses in these Terms of Service.
 - v A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
 - vi Mentioning anything after *includes*, *including*, or similar expressions, does not limit anything else that might be included.
 - vii A reference to a *party* to these Terms of Service or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
 - viii A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
 - ix A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

END TERMS OF SERVICE