

# MiniPause Booking Terms and Conditions

## 1. Interpretation

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The following rules of interpretation apply in this agreement unless the context requires otherwise:

- a. all monetary amounts are in Australian currency;
- b. headings in this agreement are for convenience only and do not affect its interpretation or construction;
- c. where any word or phrase is defined, any other part of speech of other grammatical form of that word or phrase has a cognate meaning;
- d. a reference to a document (including this agreement) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- e. a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- f. a reference to time refers to time in Adelaide, South Australia and time is of the essence;
- g. the meaning of general words is not limited by specific examples introduced by "include", "includes", "including", "for example", "in particular", "such as" or similar expressions; and
- h. words in the singular include the plural and vice versa.

## 2. Definition

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- a. **'Australian Consumer Law'** means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.
- b. **'Booking'** means the order placed by you for Services whether via MiniPause's Website, any third party payment gateway or directly with MiniPause.
- c. **'Business Day'** means a day (other than a Saturday, Sunday or public holiday) when banks in Adelaide, South Australia are open for business.
- d. **'Claim'** means any actual, contingent, present or future claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse for any Loss, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether in contract, tort (including but not limited to negligence), under statute or otherwise.
- e. **'Confidential Information'** means any information relating to a Retreat participant, a party, a customer, clients, suppliers, distributors or joint venture partners of MiniPause including any information specially designated as confidential, any information which, by its nature, may be reasonably regarded as confidential and any Intellectual Property Rights.
- f. **'Disclosee'** means, in respect of any particular Confidential Information, any party that has received that Confidential Information (whether directly or indirectly) from another party.

- g. **'Discloser'** means, in respect of any particular Confidential Information, any party that has disclosed or discloses that Confidential Information (whether directly or indirectly) to another party.
- h. **'Event Date'** means the date or dates on which the Booking is scheduled to take place.
- i. **'Event of Default'** means any of the following on the part of a party:
  - i. committing any material or persistent breach of this agreement;
  - ii. repudiating or, in the reasonable opinion of MiniPause, evincing an intention to repudiate, this agreement;
  - iii. misleading MiniPause in any material way; and/or
  - iv. experiencing an Insolvency Event.
- j. **'Force Majeure'** means any act, event or cause (other than lack of funds) which is beyond the reasonable control of the affected party, including:
  - i. an act of God, war, sabotage, terrorism, riot, civil disorder, revolution, national or state emergency, martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the affected party), epidemic or quarantine; and
  - ii. an action or inaction of any governmental agency (including any Court of competent jurisdiction), such as expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, decree or other legally enforceable order.
- k. **'Insolvency Event'** means, in respect of a party any of the following events or any analogous event:
  - i. where the party is an individual, that party commits an act of bankruptcy or is declared bankrupt or insolvent or that party's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency; or
  - ii. the party is otherwise unable to pay its debts as and when they fall due.
- l. **'Intellectual Property Rights'** means patents, rights to inventions, copyright and related rights, Moral Rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- m. **'Losses'** means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability, whether arising in contract, negligence, tort, equity, statute or otherwise; and that a party pays, suffers or incurs or is liable for, including all:

- i. liabilities on account of tax;
  - ii. interest and other amounts payable to third parties;
  - iii. legal and other professional fees and expenses on a full indemnity basis and other costs incurred in connection with investigating, defending or settling any Claim; and
  - iv. all amounts paid in settlement of any Claim.
- n. **'MiniPause'** means Marketa Berryman trading as MiniPause and/or MINIPAUSE (ABN 12 434 057 446).
  - o. **'MiniPause's Website'** means the website located at <https://www.minipause.au/>.
  - p. **'Moral Rights'** has the same meaning as that term has in Part IX of the *Copyright Act 1968 (Cth)*.
  - q. **'Personal Information'** has the meaning given in the Privacy Act.
  - r. **'Privacy Act'** means the *Privacy Act 1998 (Cth)*.
  - s. **'Representatives'** means, in respect of MiniPause, its the employees, officers, consultants, agents and professional advisers.
  - t. **'Retreat'** means the retreat to be provided by MiniPause commencing on the Event Date in accordance with the Booking.
  - u. **'Services'** means the Retreat or other services selected on MiniPause's Website or any other Services as otherwise agreed in writing between you and MiniPause.

### 3. Agreement to these Booking Terms and Conditions

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- a. By making a Booking, you agree to be bound by these Booking Terms and Conditions ("**Booking Terms and Conditions**"). These Booking Terms and Conditions constitute a binding agreement between you and MiniPause and govern any Bookings made by you and Services provided by MiniPause.
- b. As part of these Booking Terms and Conditions, your Booking is also subject to our Website Terms of Use (located at <https://www.minipause.au/terms-conditions/>), which is incorporated by reference into these Booking Terms and Conditions.

#### Privacy

- c. As part of these Booking Terms and Conditions, your Booking is also subject to our Privacy Policy (located at <https://www.minipause.au/wp-content/uploads/2025/03/MiniPause-Privacy-Policy.pdf>), which is incorporated by reference into these Booking Terms and Conditions.
- d. During the Retreat MiniPause may take photographs and/or video footage of you and other participants for its marketing, advertising and/or promotional purposes. At the commencement of the Retreat, you will be asked to provide your consent to be included in any such photographs and/or video footage.

#### Legal capacity to transact

- e. If you are under 18 years of age, you cannot make a Booking through MiniPause's Website, third party platform or any other means. By making a Booking, you represent and warrant to

MiniPause that you are over the age of 18 years. Should MiniPause suffer any damage or other Losses as a result of a transaction entered into by a minor, MiniPause reserves the right to seek compensation for such Losses from his/her parents or guardians.

#### **4. Bookings**

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##### **Booking constitutes offer**

- a. By making a Booking, you make an offer to us to purchase the Services that you have selected pursuant to these Booking Terms and Conditions. Information contained on MiniPause's Website constitutes an invitation to treat only. No information on MiniPause's Website constitutes an offer by us to supply any services to you – however, MiniPause will endeavour to supply your selected Services to you.
- b. MiniPause will not commence processing any Booking made through MiniPause's Website or third-party payment gateway unless and until:
  - i. payment for the Booking has been received by us in full; and
  - ii. the Booking has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each booking for the purpose of preventing credit card and other fraud.
- c. MiniPause reserves the right at our discretion to:
  - i. at any time prior to your Booking being accepted in accordance with these Booking Terms and Conditions, cancel all or part of your Booking; and
  - ii. at any time:
    - a. refuse to provide the Services to you; and/or
    - b. terminate your access to MiniPause's Website.

##### **Request for Personal Information as part of a Booking**

- d. Given the nature of the activities forming part of the Retreat and the Services, it is a condition of your Booking being accepted that you provide to MiniPause Personal Information reasonably requested by MiniPause such as but not limited to, your personal details, your contact details, your emergency contact information, contact details for medical professionals that you consult, relevant medical history and any medication(s) that you are taking.
- e. MiniPause will request information from you in accordance with clause 4.d. once your Booking has been accepted by MiniPause.
- f. All such information provided in accordance with clause 4.d. will be handled in accordance with MiniPause's Privacy Policy (located at <https://www.minipause.au/wp-content/uploads/2025/03/MiniPause-Privacy-Policy.pdf>).

##### **Acceptance of Bookings**

- g. Subject to clause 4.d. acceptance of each Booking will take place if and when MiniPause either:
  - i. provides the Services to you, at the time at which MiniPause commences providing the Services; or
  - ii. notifies you in writing that your Booking has been accepted, at the time at which such

notification is sent by MiniPause.

## **5. No provision of medical advice or medical treatment by MiniPause**

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- a. MiniPause is not a registered medical practitioner and does not provide any kind of medical advice or treatment whatsoever.
- b. Any information provided by MiniPause, whether through MiniPause's Website, during the Retreat, the provision of any Services, or in any communication, is for general informational purposes only and is not intended as a substitute for professional medical advice.
- c. You should not rely on any information provided by MiniPause as if it were professional medical advice. If you have concerns regarding your health, they should seek medical advice from an appropriately qualified and licensed medical practitioner.

## **6. Pricing**

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- a. In consideration of the provision of the Services by MiniPause, you agree to pay MiniPause a fixed price, which is payable in advance at the time of making a Booking. The amount to be paid will be outlined at the time of Booking and is non-refundable except as otherwise provided in this agreement.
- b. MiniPause reserves the right to change the prices for Services displayed on MiniPause's Website at any time before you make a Booking.

## **7. Payment**

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### **Timing of Payment**

- a. Payment for the Services must be made in full at the time of making a Booking. A Booking is not confirmed until payment has been successfully processed through the third-party gateway (such as Eventbrite) or as otherwise agreed with MiniPause. MiniPause reserves the right to decline or cancel any Booking where payment has not been received.

### **Third Party Payment Gateways**

- b. MiniPause uses Eventbrite as its third-party payment gateway to facilitate secure online payment transactions. All payments will be processed through Eventbrite's checkout system, which is integrated into MiniPause's Website. Payments made through Eventbrite are subject to Eventbrite's terms and conditions and privacy policy.
- c. Unless you expressly consent otherwise, MiniPause does not see or have access to any personal information you provide to Eventbrite, other than the information required to process your Booking.

### **Credit and Debit Card Payments**

- d. Only VISA and MasterCard are accepted. In some cases, MiniPause may be unable to accept credit cards issued by banks outside of Australia.
- e. In the event that a Booking is not made via Eventbrite, then MiniPause may charge additional transaction fees for payments made by credit card.
- f. In the event that a Booking is made via Eventbrite, Eventbrite will apply its own service fees and payment processing fees, which are determined by Eventbrite. You will be notified of

Eventbrite's fees at the time of making a Booking.

#### **Refunds and other remedies**

- g. Except as expressly provided otherwise in clause 13 of this agreement and as required under the Australian Consumer Law, all amounts paid in relation to a Booking or any Services are non-refundable.

#### **Security**

- h. While MiniPause's third party payment gateway and website hosting providers employ secure technology for transactions with our customers, MiniPause will not be responsible for any damages, including consequential Losses (whether direct or indirect), that may be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than MiniPause.
- i. MiniPause may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud. Until your Booking has passed our internal fraud prevention checks, your Booking will remain on pending status. If further information is requested and you do not provide the requested information within such time as MiniPause considers appropriate at its discretion, your Booking will be cancelled and, if your payment has been received, it will be refunded to you using the original method of payment.

### **8. Participation in the Retreat**

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- a. For the duration of the Retreat, you expressly agree to:
  - i. comply with any of MiniPause's policies (copies of which will be provided to you prior to or at the commencement of the Retreat. MiniPause may require you to acknowledge and agree to any of its policies in writing);
  - ii. treat MiniPause's Representatives and all other Retreat participants with respect;
  - iii. not bully or harass any of MiniPause's Representatives or the other Retreat participants;
  - iv. not cause harm or embarrassment to any of MiniPause's Representatives or any of the Retreat participants;
  - v. not share, communicate or divulge in any way or format to any person other than MiniPause or the other Retreat participants any information that is shared by the other Retreat participants during the Retreat. This does not derogate from the parties' obligations owed under clause 9 of this agreement.
  - vi. not cause any loss or damage to any of MiniPause's property; and
  - vii. comply with any reasonable direction provided by MiniPause for the duration of the Retreat.
- b. In the event that you do not comply with any of the requirements listed in clause 8.a. above, an Event of Default will be deemed to have occurred and MiniPause:
  - i. reserves the right to demand that you leave the Retreat immediately without providing prior notice to you; and

- ii. this agreement will be deemed to have been terminated; and
- iii. you will not receive a refund of any amount paid to MiniPause in accordance with this agreement.

## **9. Confidentiality**

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- a. Subject to clauses 9.b and 9.c the Disclosee must:
  - i. keep all Confidential Information confidential;
  - ii. not use or exploit any Confidential Information in any way except in the proper performance of the Services in accordance with this agreement;
  - iii. not disclose or make available any Confidential Information in whole or in part to any third party; and
  - iv. not copy, reduce to writing or otherwise record any Confidential Information except in the proper performance of the Services in accordance with this agreement (and any such copies, reductions to writing and records will be the property of the Discloser).

### **Exceptions**

- b. The Disclosee may disclose Confidential Information to those of its Representatives who have an actual need to know the Confidential Information but only in the proper provision of the Services and performance of its duties under this agreement and provided that it informs such Representatives of the confidential nature of the Confidential Information before such disclosure.
- c. Subject to clause 9.d, the obligations in clause 9.a will not apply to any Confidential Information which (as shown by appropriate documentation and other evidence in the relevant Disclosee's possession):
  - i. was already known to the Disclosee on a non-confidential basis prior to the time of its first disclosure by the Discloser to the Disclosee, unless it came to be so known as a direct or indirect result of having been:
    - a. unlawfully obtained by the Disclosee, whether from a third party or otherwise; or
    - b. received by the Disclosee from a third party that owed a confidentiality obligation to the Discloser in respect of that information at the time of such receipt, in circumstances in which the Disclosee knew, or ought reasonably to have known after due enquiry, that the third party owed that confidentiality obligation to the Discloser;
  - ii. is or becomes generally available to the public, unless it became so generally available as a direct or indirect result of having been disclosed by any person:
    - a. in circumstances that constitute a breach of this agreement by the Disclosee; or
    - b. that owed a confidentiality obligation to the Discloser in respect of that information at the time of such disclosure, in circumstances in which the Disclosee knew, or ought reasonably to have known after due enquiry, that the person owed that confidentiality obligation to the Discloser;

- v. is, after the time of its first disclosure by the Discloser to the Disclosee, lawfully received by the Disclosee from a third party and the Disclosee reasonably believed, after due enquiry, that the information was not so received as a direct or indirect result of a breach by any person of a confidentiality obligation owed to the Discloser;
  - vi. is required by law or court order to be disclosed, provided that the Disclosee must:
    - a. promptly notify the Discloser in writing in advance of any such disclosure, if reasonably practicable; and
    - b. reasonably assist the Discloser in obtaining confidential treatment for, or avoiding or minimising such disclosure of, the relevant Confidential Information to the extent reasonably requested by the Discloser;
  - vii. is independently developed by the Disclosee without any direct or indirect use of, reference to, or reliance on any Confidential Information; or
  - viii. is authorised for release or use by the written pre-approval of the Discloser but only to the extent of such written pre-approval.
- d. The exceptions in clause 9.b. and 9.c. inclusive shall not apply to any specific Confidential Information merely because it is included in more generally non-confidential information, nor to any specific combination of Confidential Information merely because individual elements, but not the combination, are included in non-confidential information.

## **10. Non-disparagement**

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- a. Subject to clause 10.b., each party must not:
  - i. make, express, transmit, speak, write, verbalise or otherwise communicate in any way (directly or indirectly, in any capacity or manner) any remark, comment, message, information, declaration, communication or other statement of any kind (whether verbal, in writing, electronically transferred or otherwise) that might reasonably be construed to be critical of, or derogatory or negative towards, any other party or any representative of any other party; or
  - ii. cause, further, assist, solicit, encourage or knowingly permit any other person to do so, or support or participate in any other person doing so,
 and must take all reasonable steps to prevent its Representatives from doing so.
- b. Clause 10.a. shall not prohibit any party from making any statement or disclosure as required by law or court order, provided that such party must:
  - i. promptly notify the other party in writing in advance of any such statement or disclosure, if reasonably practicable; and
  - ii. reasonably assist the other party in obtaining confidential treatment for, or avoiding or minimising the dissemination of, such statement or disclosure to the extent reasonably requested by any party.

## **11. Intellectual Property**

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### **Intellectual Property Rights of MiniPause**

- a. Nothing in this agreement causes any of MiniPause's Intellectual Property Rights to be



transferred to you.

## Copyright

- b. In these Booking Terms and Conditions, the term "**Proprietary Content**" means:
  - i. MiniPause's Website;
  - ii. all of MiniPause's content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in MiniPause's Website, and the selection and arrangement thereof); and
  - iii. all documents, resources and other information (in whatever format) owned or used by MiniPause in connection with the Services.
- c. All Proprietary Content is the property of MiniPause or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Booking Terms and Conditions or with the prior written consent of MiniPause or other copyright owner (as applicable).
- d. You may:
  - i. download and print out content from MiniPause's Website; and
  - ii. use any information, documents and resources provided to you by MiniPause, only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

## Trademarks

- e. MiniPause's name and logo are trademarks of MiniPause. The look and feel of MiniPause's Website (including all button icons, scripts, custom graphics and headers) are the trademarks, service marks and/or trade dress of MiniPause. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the prior written consent of MiniPause.

## Copyright claims

- f. If you believe that MiniPause's Website, documents or resources contain any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, MiniPause will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 14 days after receipt of that notice, MiniPause will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, MiniPause will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further 14 days, file an action seeking a court order against the provider of the allegedly infringing material, MiniPause may restore any removed or blocked material at our discretion. If the original notifying

party files such a legal action, MiniPause will remove or block the allegedly infringing material pending resolution of that legal action.

## **12. Liability, Indemnity and Remedies**

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### **Indemnity**

- a. Each party (Indemnifier) irrevocably indemnifies and covenants to hold the other party (Indemnified Party) harmless from and against all Losses suffered by the Indemnified Party (including third party claims on the Indemnified Party) which arise in connection with any breach of this agreement by the Indemnifier and/or any negligent or other tortious conduct of the Indemnifier in the provision of the Services.

### **Indemnities continuing**

- b. Each indemnity contained in this agreement is an additional, separate, independent and continuing obligation that, subject to clause 12.c survives the termination of this agreement for a period of 3 years.
- c. If a claim is made within the period stipulated in clause 12.b, then the relevant indemnity remains in full force and effect until all money owing, contingently or otherwise, under the indemnity has been paid in full.

### **Limitation of liability**

- d. To the maximum extent permitted by law and except as otherwise set out in this agreement, MiniPause expressly disclaims all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the Services, including any implied warranty of merchantability and fitness for a particular purpose.
- e. Where the conditions, representations and warranties referred to in clause 12.d cannot be disclaimed or excluded by law, then the aggregate liability of MiniPause in respect of any Claim for Losses that you may bring against MiniPause in respect of the Services is limited, at MiniPause's election, to one or a combination of the following remedies:
  - i. re-supply of the Services;
  - ii. payment of the costs of re-supply of the Services by a third party; or
  - iii. the refund of any amounts paid (either in full or part) by you to MiniPause under this agreement in respect of the Services.

### **Release**

- f. You agree that your participation in a Retreat is at your own discretion and risk. You agree to release MiniPause and its officers, employees, agents, consultants, licensors, partners and affiliates from any Claim, demand or cause of action that you may have against any of them arising from these Booking Terms and Conditions. MiniPause may plead this release as a bar and complete defence to any claims or proceedings.

### **Force Majeure**

- g. To the maximum extent permitted by law, and without limiting any other provision of these Booking Terms and Conditions, MiniPause excludes liability for any delay in performing any of its obligations under these Booking Terms and Conditions where such delay is caused by

circumstances beyond the reasonable control of MiniPause, and MiniPause shall be entitled to a reasonable extension of time for the performance of such obligations.

### **13. Cancellation**

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#### **Cancellation of the Booking by MiniPause**

- a. MiniPause reserves the right to cancel a Booking at any time in their absolute discretion due to insufficient participant numbers or unforeseen circumstances that prevent the Retreat from being run. In such cases, you will be entitled at your election to either:-
  - i. a full refund of any amounts paid to MiniPause in relation to the Booking; or
  - ii. the option to transfer your Booking to an alternative date, subject to availability.

#### **Notification of cancellation by MiniPause**

- b. In the event that MiniPause cancels a Booking, you will be notified by MiniPause in writing by email and/or text message as soon as practicable.

#### **Cancellation of the Booking by you**

- c. If you cancel a Booking more than five (5) weeks before the Event Date, you will be entitled to a full refund of any amounts paid to MiniPause, minus a cancellation administration fee of \$50.00.
- d. If you need to cancel a Booking, please notify MiniPause as soon as possible via email to [marketa@minipause.au](mailto:marketa@minipause.au).
- e. If you cancel a Booking within five (5) weeks of the Event Date, then you will remain liable for the full charges of the Retreat, and no refund will be provided. No cancellation fee will be charged.
- f. Any refund will be processed using the original method of payment.
- g. This clause 13 does not release you from the obligation to make any other payments that are but for the cancellation of a Booking, due and payable in accordance with the terms set out above.

### **14. Notices**

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- a. A Notice given to a party under this agreement must be:
  - i. in writing in English;
  - ii. sent to the email address of the relevant party as the relevant party may notify to the other party from time to time; and
  - iii. delivered/sent either:
    - a. personally;
    - b. by commercial courier;
    - c. by pre-paid post; or
    - d. by e-mail.
  - iv. A notice is deemed to have been received:
    - a. if delivered personally, at the time of delivery;

- b. if delivered by commercial courier, at the time of signature of the courier's receipt;
- c. if sent by pre-paid post, 48 hours from the date of posting; or
- d. if sent by e-mail, 4 hours after the sent time (as recorded on the sender's e-mail server), unless the sender receives a notice from the party's email server or internet service provider that the message has not been delivered to the party,

except that, if such deemed receipt is not within business hours (meaning 9:00 am to 5:00 pm on a Business Day), the notice will be deemed to have been received at the next commencement of business hours in the place of deemed receipt.

- b. To prove service, it is sufficient to prove that:
  - i. in the case of post – that the envelope containing the notice was properly addressed and posted; and
  - ii. in the case of email – the email was transmitted to the party's email server or internet service provider.

## **15. General**

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### **Further assurances**

- a. Each party must (at its own expense, unless otherwise provided in this agreement) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

### **Third parties**

- b. This agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

### **Entire agreement**

- c. This agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations, obligations or other terms, written or oral, in relation to this agreement other than those expressly stated in it or necessarily implied by statute.

### **Severability**

- d. If a provision or the application of a provision of this agreement is invalid, prohibited, void, illegal or unenforceable in a jurisdiction:
  - i. it is to be read down or severed or be ineffective in that jurisdiction to the extent of the prohibition, invalidity voidness, illegality or unenforceability; and
  - ii. this will not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

**No waiver**

- e. Any waiver of a right under this agreement must be in writing and signed by the party granting the waiver.
- f. No failure, delay, relaxation, forbearance or indulgence by a party in exercising any power or right conferred upon it under this agreement will operate as a waiver of that power or right in any subsequent matter or prejudice or restrict the rights of the party. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this agreement.

**Amendment**

- g. This agreement must not be varied except by written instrument executed by all of the parties.

**Assignment**

- h. A party must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this agreement without the prior written consent of the other party.

**Governing law and jurisdiction**

- i. This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of South Australia, Australia.
- j. The parties irrevocably agree that the courts of South Australia, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).'

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