

WEBSITE TERMS & CONDITIONS

THIS AGREEMENT IS MADE BETWEEN:

CAS Shield Pty Ltd ACN 632 912 899 with its registered office situated at 25 Dorricott Crescent, Goodna, Queensland, Australia ("CAS Shield"); and

the legal person whose full legal name and physical address which is specifically identified in the registration for User Codes on the Web Site ("User Organisation").

RECITALS

CAS Shield owns the Web Site and is the provider of the Services.

The User Organisation has requested to use the Web Site and the Services.

The Parties have agreed for CAS Shield to:

- (a) grant a license to the User Organisation (and its Authorised Users) to use the Web Site; and
 - (b) provide the User Organisation with the Services,
- both upon the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions in this Agreement, the following definitions shall apply, unless there is a contrary intention:

- (a) "Agreement" means this agreement;
- (b) "Authorised User" means any individual who has been authorised by the User Organisation to access and use the Web Site and Services on behalf of the User Organisation and is granted such access by CAS Shield.
- (c) "Confidential Information" of a Party means all personal, organisational, technical, business and financial information, know-how, trade secret(s) and all other commercially valuable information of that Party, in whatever form and of whatever description, which that Party claims is confidential to itself and over which it has full control and includes all other such information that may be in the possession of that Party, but does not include information which:
 - (i) is already in the public domain;
 - (ii) hereafter becomes part of the public domain, through no fault of the Receiving Party;
 - (iii) is received by the receiving Party on a non-confidential basis from a third party lawfully entitled to disclose the same;
 - (iv) is rightfully known by the receiving Party (as evidenced by its written record) prior to the date of first disclosure to it hereunder; or
 - (v) is independently developed by an officer or employee of the receiving Party who has no knowledge of such information;
- (d) "Commencement Date" means the earliest of:
 - (i) the date upon which the User Organisation pays the Service Fee;
 - (ii) the date upon which a User uses or clicks the "I ACCEPT" interactive function button, which is displayed on the Web Site; or
 - (iii) the date upon which a User first uses the Web Site for the Purpose;
- (e) "End Date" means either:
 - (i) the date upon this Agreement is terminated; or
 - (ii) the date upon which a User notifies CAS Shield in writing that they wish to cease using the Services. An email to "accounts@casshield.com" will serve as notification:

whichever is the first to occur;

(f) "Force Majeure Event" means in respect of CAS Shield, any circumstance or event which, despite using all reasonable endeavours, CAS Shield is unable to control, including without limitation, any act of God, flood, fire, damage caused by lightning, storm or tempest, floods, industrial strikes or lock outs or other industrial disturbances, acts of war, civil disturbance or terrorism or any policy enactments of any government;

(g) "Intellectual Property Rights" means all statutory, proprietary and other rights throughout the World in respect of patents (including without limitation, patents for inventions, innovations, improvements, additions or utility), registered and unregistered trade marks (including service marks), registered designs, circuit layouts, eligible layouts, copyrights (both existing and future copyrights), confidential information (including trade secrets and know-how) and all other rights with respect to intellectual property as defined by Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967;

(h) "Moral Rights" means those rights that are accorded to authors as defined under Part IX of the Copyright Act 1968 (Cth), including without limitation:

(i) the right of attribution of authorship;

(ii) the right not to have a work falsely attributed; and

(iii) the right of integrity of authorship;

-and any other equivalent right in any jurisdiction throughout the World;

(i) "Party" means either party to this Agreement and "Parties" shall mean both of them;

(j) "Privacy Statement" means CAS Shield's privacy policy which is published in the Web Site and any amended privacy policy which is displayed on the Web Site after the Commencement Date;

(k) "Purpose" means for the purpose of CAS Shield providing the Services to the User Organisation;

(l) "Services" means the provision of access to the Web Site and the Services set out in the Services Agreement contract payment management services to be provided by CAS Shield;

(m) "Services Agreement" means the agreement between CAS Shield and the User Organisation by which CAS Shield is to provide payment management services on certain terms and conditions;

(n) "Service Fee" means fees and charges which are specified in the Services Agreement;

(o) "Trade Mark" means the Australian registered and/or Australian unregistered trade mark of the User;

(p) "User Content" means all information (including without limitation, all numerical, literary and financial data and material), the User Code and all literary works (including all written reports, texts and graphics) and all other subject matter which is originally created by the User Organisation for the Purpose and first uploaded by an Authorised User onto the Web Site;

(q) "User Code" means numerical and/or literary code and password issued to each Authorised User by CAS Shield for the purpose of that Authorised User accessing the Web Site under this Agreement and where the context requires, includes that Authorised User's personal name, IP address, mobile telephone, land line telephone number, street address and e-mail address;

(r) "Web Site" means the collection of web page(s) having a specific hypertext transfer protocol ("HTTP") address and accessible through the internet and which is situated at www.casshield.com, including without limitation: all "look and feel" and functionality (including all graphic user interfaces, tool bars and interactive click buttons); all software (including all object code, source code and meta-tags); all literary works (including financial forms, financial spread-sheets and tables, scripts, all numerical text, financial and business data, advertisements, including third party advertisements); all artistic works (including photographs and drawings), music works, sound recordings (including audio streaming), cinematographic films (including video and digital images); all registered and unregistered trade marks; this Agreement; the Services Agreement; the Privacy Statement; and the copyright notices; and any other legal notices; but in all cases excluding both the Web Site Content and the User Content;

(s) "Web Site Content" means all information (including without limitation, all numerical, literary and financial data and material) and all literary works (including all written reports, texts and graphics) and all other subject matter which is either:

(i) created and uploaded onto the Web Site by CAS Shield as a result of using the User Content for the Purpose; or

(ii) created and uploaded onto the Web Site by any third party users as a result of using the User Content for the Purpose.

1.2 INTERPRETATION

In this Agreement, except where the context indicates to the contrary:

(a) Words importing the singular shall include the plural (and vice versa);

(b) Words denoting a given gender shall include all other genders;

(c) The word "person" includes a reference to an individual, a body corporate, a joint venture, partnership, agency, trust or other body;

(d) Headings are for convenience only and shall not affect the interpretation of this Agreement;

(e) All monetary amounts shall be deemed to be in Australian currency;

(f) A reference to any statute and/or regulation or any provision of a statute and/or regulation, includes a reference to that statute and/or regulation, as amended, re-enacted, modified, replaced or substituted;

(g) A reference to a "day" in this Agreement is a reference to any calendar day and not necessarily a business day; and

(h) A reference to a "document" in this Agreement, includes a reference to a document in hard copy, electronic or digital form.

1.3 RECITALS

The Recitals form part of this Agreement.

2. COMMENCEMENT AND TERM

This Agreement and the Services will both commence on the Commencement Date and will continue until the End Date, subject to earlier termination under clause 19.

3. WEB SITE SERVICES

CAS Shield hereby agrees to provide the User Organisation with the Services in accordance with Services Agreement and otherwise in accordance with the terms and conditions of this Agreement.

4. THE USER'S ROLE, RISKS AND RESPONSIBILITIES

4.1 The User Organisation confirms and agrees that it has registered and each of its Authorised Users has received her or his User Code from CAS Shield using the Web Site.

4.2 The User Organisation agrees to cause its Authorised Users to upload the User Content to the Web Site to the maximum extent necessary in order for CAS Shield to properly provide the Services under the Agreement.

4.3 The User agrees to cause each of its Authorised Users to upload the User Content on the Web Site only using the specific User Code allocated to that particular Authorised User.

4.4 The User Organisation agrees that:

(a) Use User Codes under this Agreement is entirely at the User Organisation's risk; and

(b) the User Organisation must immediately notify CAS Shield (whether by email or telephone) of any third party unauthorised use or access to a User Code.

4.5 Without limiting clause 4.4, the User Organisation shall be liable for all actions taken through the Web Site by any person using one or more components of a User Code and the User Organisation and each Authorised User shall be bound by any additional terms and conditions specified in the Web Site

at the time such actions are taken as if such provisions were set forth in this Agreement in full, which provisions are also incorporated into this Agreement by this reference.

5. GRANT OF LICENSE TO USE THE WEB SITE

5.1 Subject to the User Organisation complying with all of its obligations under this Agreement, including the payment of the Service Fee, CAS Shield hereby grants to the User Organisation and the User Organisation hereby accepts from CAS Shield, a royalty-free, non-exclusive, non-transferable and revocable licence throughout the World for the Purpose for the User Organisation's Authorised Users to:

- (a) access and use the Web Site;
- (b) upload the User Content onto the Web Site; and
- (c) access the Web Site Content.

5.2 The User Organisation agrees that CAS Shield's grant of license to the User Organisation to the Web Site under clause 5.1 is subject to the following conditions:

- (a) that each Authorised User only uses his or her registered User Code; and
- (b) that an Authorised User has no rights to use the Web Site for any other purpose other than for the Purpose.

5.3 The User Organisation has the right to grant sub-licenses of its rights granted under clause 5.1 to any of its Authorised Users for the purpose of this Agreement, provided that those Authorised Users agree to be personally bound by the User Organisation's obligations under this Agreement.

5.4 The Parties further acknowledge and agree that:

- (a) The User Organisation has no rights to grant any sub-license to any third parties other than in accordance with clause 5.3; and
- (b) That any sub-licensee contemplated under clause 5.3, have no rights to grant any further sub-licenses of its rights to any third parties in any way whatsoever.

6. OWNERSHIP OF THE WEB SITE

The Parties confirm and agree that ownership of all title, rights and interest in and to the Web Site (including all Intellectual Property Rights throughout the World subsisting therein) remain vested solely in CAS Shield.

7. OWNERSHIP OF THE WEB SITE CONTENT

7.1 The Parties agree that ownership of all title, rights and interest in and to the Web Site Content (including all Intellectual Property Rights throughout the World subsisting therein) will remain vested solely in CAS Shield, at the time of creation.

7.2 The User Organisation agrees to execute any further documents (including executing any written assignments in favour of CAS Shield) and do all such further acts and things as may be necessary, to ensure the transfer of ownership to CAS Shield of all title, rights and interest in and to the Web Site Content (including all Intellectual Property Rights throughout the World subsisting therein), contemplated by clause 7.1, at the cost of CAS Shield.

8. OWNERSHIP AND GRANT OF LICENCE TO USER CONTENT

8.1 The Parties agree that ownership of all title, rights and interest in and to the User Content (including all Intellectual Property Rights throughout the World subsisting therein) will remain vested solely in the User Organisation, at the time of creation.

8.2 The User Organisation hereby grants to CAS Shield and CAS Shield hereby accepts from the User Organisation, a royalty-free, non-exclusive, non-transferable, perpetual and irrevocable license throughout the World, to use, reproduce, adapt and communicate the User Content on the Web Site for the Purpose.

9. MORAL RIGHTS

The User Organisation hereby unconditionally, irrevocably, genuinely and comprehensively consents in favour of CAS Shield (and all of its successors, assigns and licensees) for CAS Shield to use, reproduce, adapt and communicate (as defined under the Copyright Act 1968 (Cth) and any other equivalent legislation throughout the World) the User Content and the Web Site Content on the Web Site (as the case may be) without reference to the User as the author (if any) in any way whatsoever, which but for this consent under this clause 9, would constitute an infringement of the User Organisation's Moral Rights.

10. WARRANTIES

10.1 The User Organisation hereby makes the following warranties to CAS Shield:

- (a) That each of the User Organisation's Authorised Users will use their best endeavours to upload the User Organisation's User Content to the Web Site to the maximum extent necessary in order for CAS Shield to properly provide the Services;
- (b) That all of the User Content uploaded to the Web Site by any person using a User Code under this Agreement is accurate, suitable, complete and current for the Purpose;
- (c) That all of the User Content uploaded to the Web Site by any person using a User Code under this Agreement is free from any computer virus, computer codes and computer files, that are capable of interrupting or corrupting the functionality of the Web Site;
- (d) That all of the User Content uploaded to the Web Site by any person using a User Code under this Agreement will not infringe any third party's Intellectual Property Rights in any part of the World; and
- (e) Without limiting the generality under clause 10.1(d), that all of the User Content uploaded to the Web Site by any person using a User Code under this Agreement will not in any way breach any civil or criminal law of the Commonwealth, State and any Territory of the Commonwealth of Australia and any criminal or civil law in any other country of the World.

11. SERVICES AGREEMENT AND SERVICE FEE

11.1 The Services and the Service Fee are addressed in the Services Agreement. This agreement forms part of the Services Agreement.

12. CONFIDENTIAL INFORMATION

12.1 In respect of each Party's Confidential Information, the other Party agrees to:

- (a) keep it confidential;
- (b) use it on the Web Site only for the Purpose;
- (c) not make any copies of it from the Web Site other than strictly required for the Purpose;
- (d) limit its disclosure to those of the other Party's directors, officers and employees, on a need to know basis for the Purpose;
- (e) not disclose it to any third party other than those persons referred to under clause 12.1(d) above, unless with the prior written consent of the first mentioned Party; and
- (f) (when applicable) mark each document embodying the first mentioned Party's Confidential Information, with the following notation: "Confidential Information and Copyright © of (the name of the first mentioned Party)".

12.2 Each Party's obligations under this clause 12 will survive expiration or earlier termination of this Agreement and will continue until such time as each part of the other Party's Confidential Information lawfully becomes part of the public domain.

13. CHANGES TO THESE TERMS AND CONDITIONS

13.1 If CAS Shield decides in its sole discretion to amend any term or condition of this Agreement, CAS Shield must immediately post the written notice to the User Organisation of such amendments and display such amendments on the Web Site (the "Amendments") including by way of e-mail to the User Organisation.

13.2 The User Organisation must immediately request termination of the Services under this Agreement, if any of the Amendments are unacceptable to the User Organisation.

13.3 Upon receipt of the Amendments, if the User Organisation's Authorised Users continue to use the Web Site, the User Organisation is deemed to have agreed to the Amendments for the purpose of this Agreement, commencing from the date of the receipt of the Amendments under this clause 13.

14. USE OF A PARTY'S TRADE MARK AND CORPORATE NAME

14.1 For the term of this Agreement, the User Organisation hereby grants to CAS Shield and CAS Shield hereby accepts from the User Organisation, a royalty-free, non-exclusive, non-transferable and revocable licence throughout the World to use the User Organisation's Trade Mark on the Web Site.

14.2 For the avoidance of doubt:

(a) CAS Shield will have no other rights granted to use the Trade Mark for any other purpose other than provided under clause 14.1.

(b) CAS Shield will have no rights to grant sub-licences of its rights granted under clause 14.1 in any way whatsoever.

14.3 All goodwill associated with the use of the Trade Mark by CAS Shield under this Agreement, will accrue immediately for the benefit of the User Organisation and will be solely owned by the User at the time of creation.

14.4 The User Organisation will have the right to use the name or corporate logo of CAS Shield in relation to this Agreement, subject to CAS Shield's prior written consent and any other conditions attached to such consent.

15. USER'S WEB SITE BEHAVIOUR

15.1 Without limiting the generality of all of the User Organisation's obligations under this Agreement, the User Organisation agrees that it and its Authorised Users must not undertake or procure any third party to do any of the following:

(a) Removing or obscuring, by framing or otherwise, any portion of the Web Site, the Web Site Content and the User Content;

(b) Hyperlinking the Web Site, the Web Site Content and the User Content to a third party website;

(c) Communicating over the Internet (including by way of e-mail) any part of the Web Site, the Web Site Content and the User Content to any third party not permitted by this Agreement; and

(d) Framing, mirroring, scraping or data-mining the Web Site, the Web Site Content and the User Content;

(e) Leaving the computing devices (including without limitation, the computer terminal, smart phone or tablet) unattended whilst accessing the Web Site;

(f) Allowing any directors, officers, employees, agents and consultants of the User Organisation who are not Authorised Users to access the Web Site using a User Code;

(g) Using a third party's user code to access the Web Site;

(h) Creating a false identity on the Web Site;

(i) Uploading any User Content that is defamatory, pornographic or obscene; and

(j) Any other internet based activity, which, in the sole discretion of CAS Shield, is not in the best interests of the proper functioning, performance and integrity of the Web Site.

16. RISK MANAGEMENT

16.1 Without limiting the Services Agreement, the Parties agree that:

(a) CAS Shield will provide the Services on an "as is," "as available" basis; and,

(b) CAS Shield provides the Web Site to Authorised Users on an "as is," "as available" basis.

16.2 Without limiting the generality of this clause 16, CAS Shield will not be liable for any special, indirect or consequential damages arising under or pursuant to this Agreement.

16.3 Without limiting the generality of this clause 16, CAS Shield hereby excludes the following warranties:

- (a) That the Web Site will be operating continuous and uninterrupted;
- (b) That the Web Site and Web Site Content is free from any computer virus, computer codes computer files, that are capable of interrupting or corrupting the functionality of the Web Site; and
- (c) That the Web Site and the Web Site Content will not infringe any third party's Intellectual Property Rights in any part of the World;
- (d) That the User's software, computing devices and Internet service, will be fit for purpose for use with the Web Site.
- (e) That the Web Site and the Services will satisfy all of the User Organisation's applicable contractual, legal and statutory obligations.

16.4 The User Organisation hereby releases and indemnifies and continues to release and indemnify CAS Shield (and all of its respective directors, officers, employees, agents, contractors, sub-contractors and representatives) all individually and collectively referred to in this clause 16.5 as the "Indemnified Party") from and against all actions, claims, proceedings and demands, which may be brought by any person whether against the Indemnified Party or both the User Organisation and the Indemnified Party, either on their own or jointly with third parties, in respect of any loss, injury or damage (whether personal, property, financial, consequential financial loss or infringement of any Intellectual Property Rights throughout the World) howsoever arising, that the Indemnified Party may suffer, incur or sustain as a result of:

- (a) the User Organisation' (or any Authorised User) illegal, negligent acts or omissions in relation to this Agreement;
- (b) the User Organisation's (or any Authorised User) breach of any of its obligations under this Agreement;
- (c) the use of a User Code by any person;
- (d) any person accessing and using the Web Site using a User Code;
- (e) any person uploading User Content onto the Web Site using a User Code;
- (f) any person access the Web Site Content; or
- (g) CAS Shield's use of the Trade Mark,

and from and against all damages, costs and expenses incurred or sustained, in defending or settling any such actions, claims, proceedings or demands.

16.5 The User Organisation hereby warrants to CAS Shield that:

- (a) It owns all title, right and interest in and to the Trade Mark (including all Intellectual Property Rights throughout the World subsisting therein); and
- (b) To its actual knowledge, information and belief as of the Commencement Date and after making all enquiries, the use of the Trade Mark by CAS Shield will not infringe any third party's Intellectual Property Rights in any part of the World.

16.7 This clause 16 will survive expiration and earlier termination of this Agreement.

17. THIRD PARTY PROCEEDINGS

17.1 Each Party must immediately notify the other Party upon becoming aware of:

- (a) any claim or allegation that the exercise of any of its rights under this Agreement constitutes an infringement of the rights, including the Intellectual Property Rights of any third party in any part of the World in respect of the Web Site, the Web Site Content and the Trade Mark; or

(b) any third party's actual infringement or threatened infringement of any of the Party's rights, including any Intellectual Property Rights in any part of the World in respect of the Web Site, the Web Site Content and the Trade Mark.

17.2 The Parties must confer as to what steps, if any, are to be taken against any person infringing any part of the Web Site, the Web Site Content and the Trade Mark.

17.3 If CAS Shield decides to commence legal proceedings, CAS Shield will be responsible for all legal costs, damages and expenses incurred, sustained or awarded and will be solely entitled to any damages, account of profits or other compensation recovered by such applications or legal proceedings. The User Organisation must furnish all such necessary assistance in relation to those applications or legal proceedings, at the cost of CAS Shield.

17.4 The terms and conditions of this clause 17 will survive expiration or earlier termination of this Agreement.

18. FORCE MAJEURE

18.1 Where a Party is unable, wholly or in part, by any Force Majeure Event to carry out any obligation under this Agreement and that Party:

(a) gives the other Party notice of that Force Majeure Event, including reasonable particulars; and

(b) uses all reasonable diligence to remove that Force Majeure Event as quickly as possible,

then that obligation is suspended so far as it is affected by the Force Majeure Event during the period of that Force Majeure Event and its effects and that Party shall be allowed a reasonable extension of time to perform its obligations.

18.2 If the Force Majeure Event continues for a period of one (1) month, the Parties will meet in good faith to achieve a satisfactory resolution to the problem.

18.3 An obligation to pay the Service Fee is not excused by a Force Majeure Event.

19. TERMINATION

19.1 This Agreement may be terminated by either Party without default upon 30 days' written notice to the other Party, provided at the time the notice is issued CAS Shield is not holding money or providing Services to the User Organisation. Such termination will not affect the Services Agreement.

19.2 This Agreement will taken to have been terminated if a Services Agreement between CAS Shield and the User Organisation is terminated.

19.3 In the event of termination of this Agreement pursuant to clause 19.1 or 19.2, in addition to the provisions of the Services Agreement :

(a) if the Defaulting Party is the User Organisation, the User Organisation must immediately deliver up to CAS Shield (as the Terminating Party) all written and electronic documents relating to all Web Site Content (and the Defaulting Party must not retain copies in any form) in its possession or control;

(b) each Party must maintain the confidentiality of the Confidential Information of the other Party in accordance with clause 12;

(c) the licence granted by the User Organisation to CAS Shield under clause 8 shall continue in perpetuity;

(d) the licence granted by the User to CAS Shield under clause 14 shall terminate; and

(e) CAS Shield must promptly remove the Trade Mark from the Web Site.

19.4 Termination of this Agreement and the Services for any reason whatsoever:

(a) is without prejudice to the rights of each Party to sue for and recover any fees, monies, or payments then due and to the rights of that Party in respect of any previous breach of any of the provisions of this Agreement; and

(b) does not relieve either Party of its respective obligations of confidentiality (clause 12);

(c) Clauses 6, 7, 8, 9, 10, 12, 16 and 19 will survive expiration or earlier termination of this Agreement.

19.5 This clause 19 will survive expiration or earlier termination of this Agreement.

20. DISPUTE RESOLUTION

20.1 The dispute resolution process provided by the Services Agreement shall apply to any dispute or disagreement in respect of this Agreement.

21. APPLICABLE LAW

This Agreement is governed by and shall be construed in accordance with the laws of the State of Queensland. The Parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State of Queensland.

22. NON-ASSIGNMENT

The User Organisation must not assign, mortgage or charge or otherwise deal with any of its rights, title and interest under this Agreement to any third party, unless it has obtained the prior written consent of CAS Shield, which may be withheld by CAS Shield in its absolute discretion.

23. NO WAIVER

A Party's failure to exercise or delay in exercising any power or right, does not operate as a waiver of that power or right. The exercise of a power or right, does not preclude its future exercise or the exercise of any other power or right.

24. AMENDMENT

Except as provided by clause 13, this Agreement may only be amended or modified by mutual written agreement of the Parties.

25. SEVERANCE

25.1 Each word, phrase, sentence, paragraph and clause (a "Provision") of this Agreement is severable.

25.2 If a Court determines that a Provision is unenforceable, illegal or void then the Court may sever that Provision. The Parties agree that the unenforceability, illegality or voidness of the severed Provision, will not affect the validity of the other Provisions of this Agreement.

26. NOTICES

26.1 Any notice to be given by a Party to the other Party under this Agreement must be:

- (a) In writing;
- (b) Directed to the recipient's e-mail address specified in the User Code or the Web Site (as the case may be) with a read request receipt and delivery receipt option; and
- (c) Sent by e-mail to that e-mail address and which will be deemed to be duly given upon receipt of the request receipt and delivery receipt for the sender.

26.2 Either Party will have the right to amend its Address for Notices under this clause 26.2, subject to prior written notice to the other Party.

26.3 For the avoidance of doubt and without limiting the generality of clause 26.2, CAS Shield will have the right to amend its Address for Notices on the Web Site itself without further notice to the User.

27. COSTS

Each Party is responsible for its own legal costs incurred in relation to the negotiation and settlement of this Agreement.

28. RELATIONSHIP

The Parties agree that this document does not create or evidence the relationship between them of partnership, joint venture, employer and employee, trust, agency or otherwise but that of independent contractors.

29. PRIVACY

The User Organisation's (and each Authorised User's) rights to access the Web Site under this Agreement are subject to the Privacy Statement, which is incorporated herein by reference.

30. ENTIRE AGREEMENT

This Agreement contains the whole understanding of the Parties relating to its subject matter and it supersedes and cancels any and all representations, agreements, commitments, warranties and promises, made by the same Parties with respect to the same subject matter. Any purported representations, agreements, commitments, warranties and promises of the Parties not recorded in this Agreement are of no effect.

31. LEGAL AUTHORITY TO ENTER INTO AGREEMENTS

Without limiting the generality of Section 127 of the Corporations Act 2001 (Cth), the User Organisation warrants that any person who uses a User Code and enters this Agreement on the User's behalf has the authority from the User Organisation to enter into this Agreement.

32. INCONSISTENCY

In the event of any inconsistency, the following items prevail over the other items from highest paramountcy to lowest paramountcy as herein presented:

- (a) The terms and conditions of the Services Agreement;
- (b) The terms and conditions of this Agreement; and
- (c) The terms and conditions of Privacy Statement.