ESET SOFTWARE AUSTRALIA PTY. LTD.TERMS AND CONDITIONS (FOR BUSINESS CUSTOMERS)

KEY INFORMATION

Please read this Key Information, and the Terms carefully before accepting the Terms. By accepting the Terms, you agree that:

- you may be required to pay our costs if you fail to comply with certain obligations in the Terms (e.g. we incur costs as a result of termination of these Terms);

- your failure to pay the price in accordance with the payment terms may result in us charging you interest, or suspending the provision of the Software until we receive payment;

- subject to your Consumer Law Rights, you have not relied on any representations or warranties made by us prior to entering this Agreement that are not included in these Terms and the Software is provided "as is" and all warranties, representations, conditions and other terms implied by statute or common law in respect of the sale of Software (including but not limited to those relating to quality, fitness for purpose, performance or correspondence with description) are, to the fullest extent permitted by law, excluded from these Terms;

- subject to your Consumer Law Rights, we will not refund any amounts paid by you;

- subject to your Consumer Law Rights, we exclude our liability for your (or your employee, subcontractor or agents') acts or omissions, any use of the Software by a person other than you, any works, services, goods materials or items which do not form part of the Software set out in these Terms, your computing environment, events beyond our reasonable control (including Force Majeure Events) and consequential loss;

- subject to your Consumer Law Rights, our liability for the provision of the Software will be limited to the amount you paid for the Software;

- where you have not opted out of the annual auto-renewal of the Software, the Term will be automatically renew on each annual auto-renewal period for a further period of 1 year;

- a minimum period applies to these Terms, during which, you will not be able to terminate these Terms for convenience, and if you do, you must pay us the relevant fee being the remainder of the fees for the Term had the Terms not been terminated early;

- if your personal information is collected by us under these Terms, your personal information may be disclosed to third parties in accordance with our privacy policy**.**

The Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

ESET Software is the trading name of ESET SOFTWARE AUSTRALIA PTY. LTD., incorporated and registered in Australia, with ABN 73 164 883 774 and whose registered office is at Level 3, 50 Yeo St. Neutral Bay 2089 NSW Australia ("us", "we" or "our").

The following terms and conditions ("Terms") specifically apply to all purchases by you ("you" or "your") of our ESET products (the "Software"). You need toread and accept these Terms as they set out the terms under which we will provide the Software to you. Using the website www.ESET.com/AU ("Website") indicates that you accept these Terms regardless of whether or not you choose to register with us. If you do not accept these Terms, please do not use theWebsite.

We are licenced by our head licensor, ESET, spol. s r. o., having its registered office at Einsteinova 24, 851 01 Bratislava, Slovak Republic ("ESET, spol. S.r.o."),to grant you access to the Software and, before you can use the Software, you will also need to agree to ESET, spol. S.r.o.'s relevant end-user licence agreement or other licence terms included with the Software ("Licence Agreement"). These are published on our website, www.eset.com/au.

1. **GENERAL**

    1.1 The clause headings in these Terms are inserted for ease of reference only and shall not affect the construction or interpretation of these Terms.

    1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

    1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

    1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 These Terms shall be binding on, and enure to the benefit of, the parties to these Terms and their respective personal representatives, successors andpermitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 You are classified as a business customer. These Terms are for business customers, (being a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf). If you are a consumer customer, (being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft of profession), then separate terms and conditions will apply to the sale of the Software and/or the Help-Desk Service (as defined in clause 12).

2. **OFFER, ACKNOWLEDGMENT AND ACCEPTANCE**

2.1 Any prices, quotations and descriptions made or referred to on the Website or in any written proposal made by us ("**Proposal**") are subject to availability, do not constitute an offer which is capable of acceptance by you and may be withdrawn or revised at any time prior to our expressacceptance of your order for the Software ("**Your Order**").

2.2 While we make every effort to ensure that items appearing on the Website are available, we cannot guarantee that all items will be immediately available when you submit Your Order. If we discover an error in the price of goods you have ordered we will inform you as soon as possible andgive you the option of reconfirming Your Order at the correct price, or cancelling it. If we are unable to contact you, we will treat Your Order as cancelled. If you cancel pursuant to this clause 2.2, and you have already paid for the goods, you will receive a full refund.

2.3 We are under no duty to accept Your Order and we may reject Your Order, without incurring any liability, if we are unable to process or fulfil it forany reason whatsoever. Should we be unable to process or fulfil Your Order, we will refund any prior payment that you have made for that item.

2.4 Your Order shall constitute an offer by you for us to supply the Software to you on these Terms and that offer shall be subject to our subsequentacceptance. If you are a natural person acting on behalf of your organisation, then by submitting Your Order you represent that you have legal authority on behalf of your organisation to enter into a contract with us.

2.5 By submitting Your Order (which shall include confirmation of the price, a description of the Software to be supplied and term of your licence to usethe Software), you warrant that all information provided by you when placing Your Order, including all payment details set out in any purchase order, are correct, up-to-date, accurate and sufficient for us to fulfil Your Order following our acceptance of Your Order in accordance with clause 2.3.

2.6 Prior to our acceptance of Your Order, an automatic e-mail acknowledgement of Your Order may be generated by us ("Order Acknowledgement"). Please note that any Order Acknowledgement does not constitute a formal acceptance of Your Order, it merely confirms that we have received YourOrder.

2.7 Our acceptance of Your Order ("Acceptance") shall take effect and our contract with you to supply the Software will come into being at the point at which we communicate to you our express acceptance of Your Order. We will communicate our express acceptance by sending you an e-mail, whichwill include details of: your username, password and the licence key with Software installation instructions.

2.8 Our contract to supply the Software to you will be subject only to the provisions of these Terms and the Licence Agreement, to the exclusion of allother terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document, whether communicated to us before or after the date on which you submit Your Order to us).

2.9 We may keep records of Your Orders received, acknowledgements, Acceptances and other contract records for a reasonable period of time after our Acceptance and in accordance with our Privacy Policy, which can be found on the Website, a copy of which can be made available to you on request.

2.10 We may be able to provide you with copies of documentation referred to in clause 2.9 above, upon receipt of your written request, although our provision of such documentation is not guaranteed. It is your responsibility to ensure that you print a copy of all such documents, these Terms andthe Licence Agreement for your own records.

3. **PRICE AND PAYMENT**

3.1 Our prices (to include the relevant currency) for the Software are, unless stated otherwise on our Website or in our Proposal, as quoted on the Website or in our Proposal and shall be confirmed in our Acceptance. If there is any conflict between the price quoted on our Website and thatwhich is quoted in our Proposal, then the price quoted on the Proposal shall prevail.

3.2 The price quoted on the Website or in our Proposal excludes GST (unless stated otherwise on our Website or in Proposal). GST will be charged at therate applying at the time of delivery.

3.3 When placing Your Order with us, you shall submit your purchase order using our submission details on our Website. Any purchase order submitted by you shall subject to our Acceptance in accordance with clause 2.7 and to clause 2.8.

3.4 We have the right at any time prior to our Acceptance to withdraw any discount or disapply any promotion code and/or to revise prices to take into account increases in costs including (without limitation) costs of any materials, labour or the increase or imposition of any tax, duty or other levy andany variation in exchange rates. We shall notify you as soon as reasonably possible of

any price changes. If you are not happy with the proposed price changes then you will be able to terminate Your Order.

3.5 We also reserve the right, following our Acceptance, to notify you of any errors in the Software or pricing prior to you downloading the Software. In such event if you choose to continue with downloading the Software, you acknowledge that the Software will be provided on that basis and in accordance with such revised corrected price. If you reject the price correction or the Software under these circumstances, then you shall have the right to terminate your contract with us by serving us with written notice prior to your downloading the Software and we will refund the price to you.

3.6 Where the sale of the Software is invoiced by us, each invoice shall be due and payable in full within thirty (30) calendar days of the date of ourinvoice.

3.7 If at any time you fail to pay any amount due on the relevant due date, without limiting our other remedies under 8 (Termination), we may by noticedeclare all invoiced amounts unpaid at that date to be due and payable and those amounts shall then immediately be payable by you.

3.8 Interest on any overdue sum owed by you will be charged from the due date until payment of the overdue sum, whether before or after judgment.Such interest will accrue on a daily basis at eight percent (8%) a year above the Reserve Bank of Australia's cash rate from time to time (or, if lesser, at the maximum amount permitted under applicable law).

3.9 We may suspend the supply of the Software (or any other services supplied by us under these terms or any other agreement with you) until paymenthas been made in full.

3.10 No counterclaim or set-off may be deducted from any payment due without our prior written consent. We may also take action against you for theprice of the Software at any time after payment has become due.

3.11 Any extension of credit allowed to you may be changed or withdrawn at any time on notice to you.

3.12 You shall hold us fully indemnified and shall pay to us on demand all and any costs (including reasonable out-of-pocket expenses, legal and otherprofessional costs on a full indemnity basis), charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from your failure to pay tous any overdue sum due under these Terms.

4. **DELIVERY**

4.1 While we endeavour to meet stated timescales or dates for the sending of the information set out in clause 2.7, we shall not be liable to you in respect of delays or failure to do so. As such, any timescales specified on our Website, our Proposal, any Order Acknowledgement or Acceptance areestimates only.

4.2 Delivery of the information referred to in clause 2.7 shall be to a valid e-mail address submitted by you. You must check your email address detailson any Order Acknowledgement or Acceptance we provide and notify us without delay of any errors or omissions.

5. **INTELLECTUAL PROPERTY RIGHTS & LICENCE AGREEMENT**

5.1 All intellectual property rights in the Software are owned by our head licensor, ESET, spol. s r. o. and/or its licensors. ESET, spol. s r. o. reserves allrights to the Software, save as expressly granted under the Licence Agreement.

5.2 We are licenced to grant you access to the Software, but subject to you agreeing to enter into the Licence Agreement with ESET, spol. s r. o. As such,the Software supplied by us cannot be installed without you agreeing to the terms of the Licence Agreement. The Software is licensed, not sold.

5.3 The Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineeredor combined with any other software, save to the extent that:

5.3.1 this is permitted in the Licence Agreement; or

5.3.2 applicable law expressly allows such a right which cannot legally be excluded by contract.

6. **WARRANTIES (WHICH ARE ALL SUBJECT TO YOUR CONSUMER LAW RIGHTS)**

6.1 The Software is supplied by us 'as is' and all warranties, representations, conditions and other terms implied by statute or common law in respectof the sale of Software (including but not limited to those relating to quality, fitness for purpose, performance or correspondence with description) are, to the fullest extent permitted by law, excluded from these Terms.

6.2 We do not offer a warranty that use of the Software will be uninterrupted or error free.

6.3 We do not offer any warranties, representations or guarantees in relation to the Software installation, configuration, error/defect correction or Help-Desk Services.

6.4 You assume all responsibility and risk for the selection of the Software to achieve your intended results and for the installation, use and resultsobtained from the Software.

6.5 You are advised to refer to the Licence Agreement with regard to determining your rights against our head licensor, ESET, spol. s r. o.

6.6 These Terms also apply to any repaired or replacement Software supplied by us to you.

7. **AUSTRALIAN CONSUMER LAW**

7.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Software by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).

7.2 If the Australian Consumer Law applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the Australian Consumer Law. You agree that our liability for the Software provided to an entity defined as a consumer under the Australian Consumer Law is governed solely by the Australian Consumer Law and these Terms.

8. **LIABILITY**

8.1 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any liability, caused or contributed to by, arising from or connected with:

8.1.1 loss of, or damage to, any property or any injury to or loss to any person;

8.1.2 acts or omissions of you and your employees, subcontractors or agents;

8.1.3 any use or application of the Software by a person or entity other than you, or other than as reasonably contemplated by these Terms;

8.1.4 any event outside of our reasonable control (including a Force Majeure Event, and a fault, defect, error or omission in your computing environment or your data); and/or

8.1.5 any work, services, goods, materials or items which do not form part of the Software (as expressed in these Terms), or which have not been provided by us.

8.2 Despite anything to the contrary, to the maximum extent permitted by law:

8.2.1 neither party will be liable for any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; and

8.2.2 a party's liability for any liability under these Terms (including as part of any indemnity) will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party (or any of its employees, subcontractors or agents), including any failure to mitigate that liability.

8.3 To the maximum extent permitted by law, our total liability to you for all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), under statute, indemnity or otherwise, will in no circumstances exceed the aggregate of the amount you paid us for the relevant Software.

9. **TERM & TERMINATION**

9.1 Your right to use the Software shall be time limited. The term of your use of the Software shall commence on the date of your agreement to the Licence Agreement and shall continue for the period of time confirmed in the Acceptance ("Term"). At the end of the Term you shall no longer have the right to use the Software and the Licence Agreement shall terminate. Where you have not opted out of the annual auto-renewal of the Software,the Term will be extended upon each annual auto-renewal for a further period of 1 year and any reference to Term shall be deemed to include such extension(s).

9.2 Without affecting any other right or remedy available to it, either party may terminate these Terms with immediate effect by giving written notice tothe other party if:

9.2.1 the other party commits a material breach of these Terms which breach is irremediable or (if such breach is remediable) fails to remedy thatbreach within a period of fourteen (14) calendar days after being notified in writing to do so;

9.2.2 the other party repeatedly breaches any of these Term in such a manner as to reasonably justify the opinion that its conduct is inconsistentwith it having the intention or ability to give effect to these Terms;

9.2.3 a party disposes of the whole or any part of the party's assets, operations or business other than in the ordinary course of business;

9.2.4 a party ceases, or threatens to cease, carrying on business;

9.2.5 a party is unable to pay the party's debts as the debts fall due;

9.2.6 any step is taken by a mortgagee to take possession or dispose of the whole or any part of the party's assets, operations or business;

9.2.7 any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a party's creditors or any class of a party's creditors; or

9.2.8 any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a party's assets, operations or business;

9.3 Without affecting any other right or remedy available to it, we may terminate these Terms with immediate effect by giving you written notice if:

9.3.1 you fail to pay any amount due under this agreement on the due date for payment and remain in default for more than 14 days after beingnotified in writing to make such payment; or

9.3.2 there is a change of control of the Customer.

10. CONSEQUENCES OF TERMINATION

10.1 On termination or expiry of these Terms you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of theSoftware supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt. If you terminate these Terms before the end of the Term, you must pay us the relevant fee being the remainder of the fees for the Term had the Terms not been terminated early. You agree that this is a genuine pre-estimate of our loss due to us obtaining a licence to the Software for you from our head licensor.

10.2 Termination or expiry of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date oftermination or expiry, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

11. FORCE MAJEURE

11.1 If we are unable to perform our obligations to you, either directly or indirectly, or if we are able to perform them only at an unreasonable cost toourselves because of circumstances beyond our control (a "Force Majeure Event"), we may cancel or suspend any of our obligations to you without liability.

11.2 Examples of those circumstances include, but are not limited to:

11.2.1 strikes, lock-outs or other industrial action; or

11.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

11.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or

11.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

11.2.5 impossibility of the use of public or private telecommunications networks.

11.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time toperform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

12. TECHNICAL SUPPORT SERVICES

12.1 Subject to the following conditions, we are able to offer you at no charge a help-desk service to assist you with any problems that you might have with installing the Software and a technical support help-desk service during the Term ("Help-Desk Service"):

12.1.1 the Help-Desk Service shall be supplied during normal business hours (9:00 am – 5:30 pm Monday to Friday excluding Australian public holidays) and shall cover only the following scope: email, chat and telephone support, which will assist in addressing ESET and Malware related issues by supplying you with the appropriate documented (known) solution(s);

12.1.2 in providing the Help-Desk Service we shall use only our reasonable endeavours to assist you and the service shall be provided without any warranty, guaranty or representation of any kind whatsoever;

12.1.3 it is your responsibility to back up all your data, software and programs before making use of the Help-Desk Service;

12.1.4 we shall be under no obligation to supply the Help-Desk Service and we reserve the right to withdraw, suspend or to terminate the Help- Desk Service at any time;

12.1.5 we cannot guarantee any response times when you make an enquiry of the Help-Desk Service; and

12.1.6 by making use of the Help-Desk Service, you agree that we shall have no liability to you whatsoever for any loss or liability that you may suffer and which arises from your use of or our provision of the Help-Desk Service notwithstanding any negligent act or omission on our part (including but not limited to the liability referred to in clause 8.1).

12.2 If you require technical support services beyond those set out in clause 12.1, then any such additional service may be supplied subject to youentering into a separate agreement with us for the provision of our premium technical support service.

13. UPDATES TO THE SOFTWARE

13.1 During the Term, and under the condition that you have entered into the Licence Agreement, we will provide periodical updates to the Software so as to continually protect your device(s) against viruses or malware. No prior notification of such updates will be given and therefore we requireyou to fully comply with your obligations under clause 14.1.1 to ensure that such updates are successfully received by your device(s).

13.2 Where the Licence Agreement ends for any reason, we will immediately cease to provide any updates and, as a consequence, your device(s) maynot be protected against viruses or malware.

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14. YOUR OBLIGATIONS IN RESPECT OF THE SOFTWARE

14.1 You must fully comply with the following obligations throughout the Term:

14.1.1 You must ensure that all of your devices have access to the internet to receive our updates under clause 13.1. We shall have no responsibility where you suffer a loss because we have been unable to update the Software on your device(s) due to you failing to complywith this clause.

14.1.2 If the Licence Agreement ends for any reason, you must immediately remove the Software from your device(s). If you continue to use the Software on your device(s) you acknowledge and accept that no further updates will be sent by us under clause 13 and as a consequence,your device(s) may no longer be protected against viruses or malware and you therefore do so entirely at your own risk.

14.2 We may need certain information from you so that we can supply the Software and/or the Help-Desk Service to you, for example, a valid email address and the full name of the person(s) who will enter into the Licence Agreement and use the Software. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Softwareand/or the Help-Desk Service late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

14.3 It is your responsibility to inform us if your information changes during the Term, even where we have not asked for it, and we shall have no liability for any loss suffered as a result of us being unable to provide the Software and/or the Help-Desk Service or any part of it, any periodicupdates to the Software and/or any auto-renewal as a result of you not promptly providing us with such updated information.

15. GST

15.1 If GST is payable on any supply made under these Terms, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under these Terms and must be paid in addition to the consideration expressed elsewhere in these Terms, unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.

15.2 If an adjustment event arises in respect of any supply made under these Terms, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued if required, and any payments to give effect to the adjustment must be made.

15.3 If the recipient is required under these Terms to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing that the supplier is entitled to.

15.4 The terms "adjustment event", "consideration", "GST", "input tax credit", "recipient", "supplier", "supply", "taxable supply" and "tax invoice" each has the meaning which it is given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

16. ASSIGNMENT

You may not assign any of your rights or obligations under these Terms to another person without our prior written consent. We can assign all or any ofour rights and obligations under these Terms to another person, but this will not affect your rights under these Terms.

17. NOTICE

All notices, documents and other communications relating to these Terms sent by you to us must be in writing and sent by hand or posted by standard post to ESET Software Australia at 50 Yeo St. Level 3, Neutral Bay 2089 NSW - or e-mailed to sales@eset.com.au and any such notice shall be deemed to have been duly served upon and received by the party to whom it is addressed at the time of delivery if delivered by hand, on the expiry of 5 business days after posting or at the time of transmission in the case of e-mail. We may give notice to you at the postal address you provide to us in Your Order. Notice willbe deemed received and properly served three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post.

18. DISCLAIMER

18.1 While we endeavour to ensure that the information on the Website and in our Proposals are correct, to the maximum extent permitted by law, we do not warrant the accuracy and completeness of the material on the Website or in our Proposals. We may make changes to the material on the Website or in our Proposals, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and we make no commitmentto update such material.

18.2 The material on the Website is provided "as is", without any warranties, representations, conditions or other terms of any kind. Accordingly, to themaximum extent permitted by law, we provide you with the Website on the basis that we exclude all warranties, representations, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to

the Website).

19. **PRIVACY**

19.1 Each party must comply with the Privacy Act 1988 (Cth) (**Privacy Act**) in the collection, use, storage and handling of any personal information obtained from the other party in connection with this Agreement.

20. **CONFIDENTIALITY**

20.1 Each party undertakes that it shall not at any time during the Term, and for a period of five years after termination of the Term, disclose to any person any confidential or proprietary information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 20.3.

20.2 Each party may disclose the other party's confidential information:

20.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms. Each party shall ensure that its employees, officers, representativesor advisers to whom it discloses the other party's confidential information comply with this clause 20; and

20.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

20.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under orin connection with these Terms.

21. **MISCELLANEOUS**

21.1 If any part of any provision of this Agreement is found to be invalid, illegal or unenforceable, then that part shall be deemed to be deleted and theremainder of such provision and all other provisions of this Agreement shall remain valid and enforceable.

21.2 These Terms constitute the entire agreement between the parties and supersede and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Neither party shall have any remedies in respect of any condition, representation or warranty not set out in these Terms and in our Acceptance.

21.3 No alteration, modification or addition to these Terms shall be valid unless made in writing and signed by the duly authorised representativesfrom both parties.

21.4 A waiver by either party of a right or remedy under these Terms is only effective if given in writing and shall not be taken or held to be a waiver inrespect of any subsequent breach or default.

21.5 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, appoint aparty as the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

21.6 These Terms are governed by and construed in accordance with the laws of New South Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.