

1 Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you become a user are set out below:

- Unless your Membership is terminated in accordance with these Terms, your Membership will roll over on an ongoing annual or monthly basis;
- We will handle your personal information in accordance with our privacy policy.
- Our liability under these Terms is limited to the yearly value of the Membership Fee, and we will not be liable for Consequential Loss;
- We will not be liable for your failure to get your vehicle serviced, pay your insurance, or for any legal or regulatory requirements that may apply to you as a vehicle owner or service provider;
- We will have no liability for any aspect of the User and Service Provider interaction including the services offered by the Service Provider, any advice provided, the performance of services and any event outside of our reasonable control; and
- We may receive a Commission from Users for bookings made through the Platform.

Nothing in these terms limit your rights under the Australian Consumer Law.

2 Introduction

- 2.1 These terms and conditions (**Terms**) are entered into between Mankind Developments Pty Ltd ABN 64 632 983 549 (**we, us** or **our**) and you, together the **Parties** and each a **Party**.
- 2.2 We provide a platform where vehicle service centres, mechanics and other similar providers (**Service Providers**) and vehicle owners (**Users**) can connect and transact (**Platform**). Users may be either individuals, or businesses with a fleet of vehicles. Users can choose a Membership based on their needs (as set out below). Users may also use the Platform to:
- (a) upload documentation relating to their vehicles, and share this documentation with Service Providers;
 - (b) export their vehicle information with other third parties, including accountants and potential buyers; and
 - (c) receive notifications of reminders, for example, insurance and green slip reminders.
- Further features of the Platform are described on the Platform.
- 2.3 In these Terms, **you** means (as applicable) the person or entity registered with us as either a User or a Service Provider or the individual accessing or using the Platform.
- 2.4 If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

3 Acceptance and Platform Licence

- 3.1 You accept these Terms by accepting these Terms on the Platform.
- 3.2 You must be at least 18 years old to use the Platform.
- 3.3 We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment and it adversely affects your rights, you may cancel your Membership with effect from the date of the change in these Terms by providing written notice to us. If you cancel your membership, (a) you will no longer be able to use the Platform on and from the date of cancellation, and (b) if you have paid Membership Fees upfront you will be issued a pro-rata refund having regard to the date of termination and the period for which you have paid.
- 3.4 If you access or download our mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.
- 3.5 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to download and use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 3.6 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
- (d) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (e) using the Platform to defame, harass, threaten, menace or offend any person;
 - (f) using the Platform for unlawful purposes;

- (g) interfering with any user of the Platform;
- (h) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
- (i) using the Platform to send unsolicited electronic messages;
- (j) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
- (k) facilitating or assisting a third party to do any of the above acts.

4 Accounts

- 4.1 You must register on the Platform and create an account (**Account**) to access the Platform's features.
- 4.2 You may only have 1 Account as a Service Provider and 1 Account as a User on the Platform.
- 4.3 You must provide basic information when registering for an Account including your business name (if applicable), contact name and email address and you must choose a password. As a Service Provider, you must link your **Stripe** merchant account to your Account before you may start accepting Bookings.
- 4.4 Once you have registered an Account, your Account information will be used to create a profile which you may then curate.
- 4.5 All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 4.6 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer it to others.
- 4.7 You are responsible for all activity on your Account, including payments made using your Account details. You agree to immediately notify us of any unauthorised use of your Account.
- 4.8 We may make access to and use of certain parts of the Platform subject to conditions or requirements, including identity and business verification, cancellation history, quality of services and threshold of reviews.
- 4.9 When you create an Account, you must also select a membership (**Membership**). You may choose between different tiers of Membership with different services and different membership periods as set out on our Platform, and depending on whether you are a User or Service Provider, and also depending on what type of User you are (whether an individual or business, and depending on your number of vehicles).

5 Platform summary

- 5.1 We provide the Platform to users (including hosting and maintaining the Platform), process payments between Users and Service Providers and provide promotional opportunities for Service Providers (together the **Medicar Services**). You understand and agree that we only make available the Medicar Services. We are not party to any agreement entered into between a User and a Service Provider and we have no control over the conduct of Service Providers, Users or any other users of the Platform.
- 5.2 While we may provide certain features, such as insurance reminders, we are not responsible for your failure to get your vehicle serviced, pay your insurance, or for any legal or regulatory requirements that may apply to you.
- 5.3 A Service Provider wanting to provide services creates an Account on the Platform and posts an accurate and complete description of the services they can provide, including the fees for the services (**Service Fees**) and other details e.g. their location and available times (**Service Provider Listing**).
- 5.4 A User wanting to book a service creates an Account on the Platform to view and browse Service Provider Listings.
- 5.5 A User may request to book in the services described in a Service Provider Listing by sending a request through the Platform. The request is an offer from the User to the Service Provider to book the services described in the Service Provider Listing (**Booking Request**).
- 5.6 If the Service Provider accepts the Booking Request through the Platform, it becomes a **Confirmed Booking**.
- 5.7 By accepting a Booking Request, the Service Provider confirms that it is legally entitled to and capable of supplying the services described in the Booking Request.
- 5.8 Service Providers must include all additional terms and conditions relating to their goods and services in the relevant Service Provider Listing or must clearly state that there are additional terms and conditions. By sending a Booking Request, a User is accepting the additional terms and conditions of the relevant Service Provider. To the extent there is inconsistency between any additional terms and conditions and these Terms, these Terms will prevail.
- 5.9 Users may also use the listed contact details to contact a Service Provider externally to the Platform.

6 Promotional Opportunities and Discount Codes

- 6.1 As a Service Provider, you may choose to purchase promotional opportunities, such as a boost to your Service Provider Listing (**Promotional Opportunity**). Promotional Opportunities are subject to the fees and the terms and conditions as set out in any Promotional Opportunity offer and displayed on the Platform or otherwise communicated to you. In the event of any conflict between any Promotional Opportunity terms and conditions and these Terms, the Promotional Opportunity terms and conditions will prevail.
- 6.2 As a User, we may from time-to-time issue you promotional discount codes for use on the Platform. To redeem the promotional discount code, you must enter the code into your Account, and the discount will be applied to your next Membership payment or Confirmed Booking.

7 Memberships

- 7.1 You may purchase a Membership by paying the Membership fees outlined on the Platform (**Fees**) in advance on a monthly or annual basis (**Billing Cycle**).
- 7.2 Your Membership will automatically renew at the end of the Billing Cycle for the same period of time and you will be charged the Fees in connection with each subsequent Billing Cycle unless and until you cancel your Membership.
- 7.3 Your membership may begin with a free trial for the period specified on the Platform (**Free Trial Period**). Free trials are only available for new Account holders and we may limit eligibility to prevent free trial abuse. If you don't cancel your Membership before the end of the Free Trial Period, the Billing Cycle will commence on the day after the Free Trial Period and the Membership Fees are payable on the same date.
- 7.4 **Cancellations and Changes to your Membership:** If you wish to suspend or change your Membership (for example, by upgrading to a different Membership tier), you must provide notice to us through your Account that you wish to suspend or vary your Membership at least **24 hours** before the end of the current Billing Cycle. If you vary your Membership and the Membership Fees increase, we will charge you for the increase in the Membership Fees on a pro-rata basis for the remainder of the period until the start of the next Billing Cycle, and you will have access to the additional Membership features from the date you make such payment.
- 7.5 The Membership Fees, Commission and Service Fees are only refundable and cancellable in accordance with your Consumer Law Rights and these Terms.
- 7.6 We may need to change what is available as part of your Membership (for example, the inclusions, exclusions, updated features) from time to time. If we change what is available as part of your Membership, we will provide you with at least **30 days'** notice of the change. After the notice period has lapsed, we will apply the changes to your Membership. If the changes adversely affect your enjoyment of the Membership, you may cancel your Membership with effect from the date we apply the changes to your Membership by providing written notice to us. If you cancel your membership, (a) you will no longer be able to use the Platform on and from the date of cancellation, and (b) if you have paid Membership Fees upfront you will be issued a pro-rata refund having regard to the date of termination and the period for which you have paid.
- 7.7 We may need to change the Membership Fees from time to time. If we change the Membership Fees, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Membership Fee to your Membership. If the updated Membership Fee is not acceptable to you, you may cancel your Membership in accordance with the 'Cancellation of Memberships' clause.

8 Payments

- 8.1 As a User, you agree to pay (and your chosen payment method will be charged) the Service Fees when a Booking Request is accepted and becomes a Confirmed Booking.
- 8.2 In consideration for providing the Platform, we will charge the Commission (including any third-party payment processing fees) to the User as set out on the Platform (**Commission**). You (the User) agree to pay the Commission at the same time you pay the Service Fees.
- 8.3 Upon receipt of the Service Fees from the User, our third party payment processor, currently **Stripe**, will hold the Service Fees until such time as you have completed the services in the Confirmed Booking, or until such time as the Service Fees are refunded to the User (if the User is entitled to a refund in accordance with these Terms).
- 8.4 The payment methods we offer for the Membership Fees, the Commission and for the Service Fees are set out on the Platform. We may offer payment through a third-party provider for example, **Stripe**. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 8.5 You must not pay, or attempt to pay any of the fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third party payment processor to debit your account in accordance with these Terms and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.
- 8.6 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us in connection with the Platform.
- 8.7 We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.

9 Refunds and Cancellation Policy

- 9.1 The cancellation, exchange, variation, or refund of any goods and services ordered on this Platform is strictly a matter between the relevant User and Service Provider. The terms and conditions agreed to between the Service Provider and the User must be set out clearly in the relevant Listing. Should the Service Provider and User agree to a refund of the Service Fees, both the Service Provider and User acknowledge and agree that the Service Fees are only refundable in accordance with the Consumer Law Rights of the Service Provider and these Terms.
- 9.2 If: (1) User and Service Provider mutually agree to cancel a Confirmed Booking; or (2) following reasonable attempts by a User to contact a Service Provider for the Service Provider to fulfil the Confirmed Booking, the Confirmed Booking is

cancelled; and (3) we are satisfied that the Service Fees should be returned to the User, we will return the Service Fees to the User, provided that the Service Fees have not yet been paid to the Service Provider. The Commission for the refunded Confirmed Booking shall be a debt due and payable by the Service Provider to us, and we may deduct this Commission from any future Service Fees payable to the Service Provider.

9.3 For disputes between Users and Service Providers, we encourage Parties to attempt to resolve disputes (including claims for returns or refunds) with the other Party directly and in good faith, either on the Platform or through external communication methods. If a dispute cannot be resolved through these means, the Parties may choose to resolve the dispute in any manner agreed between the Parties or otherwise in accordance with applicable laws.

9.4 This clause will survive the termination or expiry of these Terms.

10 Identify verification

10.1 If we choose to conduct business verification or background checks on any Service Provider, to the extent permitted by law, we disclaim all warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Service Provider or guarantee that a Service Provider will not engage in misconduct in the future. Any verification of Service Providers on the Platform is not an endorsement or recommendation that the Service Provider is trustworthy or suitable. You should do your own due diligence before using a Service Provider's services.

11 Reviews

11.1 Users may review their experience with the Service Provider on the Platform (**Review**).

11.2 Reviews can be viewed by any user and will remain viewable until the relevant Account is removed or terminated.

11.3 You agree to provide true, fair and accurate information in your Review. If we consider that the Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban you from posting the Review. We do not undertake to review each Review. To the maximum extent permitted by law, we are not responsible for the content of any Reviews.

11.4 This clause will survive the termination or expiry of these Terms.

12 Intellectual Property

12.1 All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms, any content on the Platform, and the products) (**Our Intellectual Property**) will at all times vest, or remain vested, in us.

12.2 We authorise you to use Our Intellectual Property solely for the purposes for which it was intended to be used.

12.3 You must not, without our prior written consent:

- (a) copy, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property; causing any of Our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of Our Intellectual Property.

12.4 This clause will survive the termination or expiry of these Terms.

13 Content you upload

13.1 You may be permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**) on the Platform.

13.2 If you make any User Content available on or through the Platform, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content on the Platform and our social media platforms. You may request that any of your User Content is removed from the Platform or social media by sending us an email to the address at the end of these Terms. We will endeavour to action any removal requests within a reasonable time.

13.3 You agree that you are solely responsible for all User Content that you make available on or through the Platform. You represent and warrant that:

- (a) you have the rights to share the User Content; and
- (b) the User Content will not infringe a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

13.4 We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

13.5 This clause will survive the termination or expiry of these Terms.

14 Warranties

14.1 You represent, warrant and agree that:

- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
- (b) there are no legal restrictions preventing you from entering into these Terms;
- (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;

- (d) where you are a Service Provider, you are responsible for complying with all laws, rules and regulations which apply to providing the services in your Service Provider Listings;
- (e) where you are a Service Provider, you are appropriately qualified, and have any required skills, knowledge or training, to provide the goods and services;
- (f) where you are a Service Provider, you are solely responsible for determining which services to accept, the type, timing, manner and means, methods or processes of providing your services, and the price you charge for services. You are not our employee and are not entitled to any employment benefits. We do not supervise, direct or control any of the goods and services you offer. We do not set your fees, work hours, your schedule or your location. We do not provide you with training, equipment or tools or any materials to provide your goods and services. You are responsible for any taxes payable on any fee you receive for your goods and services.

15 Australian Consumer Law

- 15.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010 (Cth)*, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- 15.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- 15.3 Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
- 15.4 As a User, the goods and services provided by a Service Provider may also confer on you certain rights under the ACL.
- 15.5 This clause will survive the termination or expiry of these Terms.

16 Limitations on liability

- 16.1 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:
 - (a) any aspect of the User and Service Provider interaction including the services offered by the Service Provider, the description of the services requested or offered, any advice provided, or the provision of services.
- 16.2 Despite anything to the contrary, to the maximum extent permitted by law:
 - (a) neither Party will be liable for Consequential Loss;
 - (b) each Party's liability for any Liability under these Terms 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 that Party's personnel, including any failure by that party to mitigate its losses; and
 - (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Membership Fees, Commission and Service Fees paid by you in the 12 months immediately preceding the act, event or omission giving rise to the Liability (and where there has been less than 12 months of Membership Fees paid, an amount equal to 12 months of Membership Fees calculated on a pro rata basis having regard to the amount of Membership Fees paid and the period of time).
- 16.3 This clause will survive the termination or expiry of these Terms.

17 Termination

- 17.1 Your Account and these Terms may be terminated by you at any time, using the 'cancel Account' functionality (or similar) in the Account page section of your Account settings. Your cancellation will take effect from the end of the current Billing Cycle.
- 17.2 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
 - (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 17.3 As a Service Provider, if you repeatedly receive negative reviews, then this will be considered a breach of a material term for the purpose of the above clause.
- 17.4 Should we suspect that you are in breach of these Terms, we may suspend your Account while we investigate the suspected breach.
- 17.5 Upon expiry or termination of these Terms:
 - (a) we will remove your access to the Platform;
 - (b) we will immediately cease providing the Medicare Services;
 - (c) where you are a User, we will cancel any existing Confirmed Bookings and you will the Service Fees will be refunded to you;

- (d) where you are a Service Provider, we will cancel any existing Confirmed Bookings and refund the relevant Users in accordance with the Refunds and Cancellation Policy clause; and
 - (e) where we terminate the Terms as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.
- 17.6 Where termination is due to our breach of these Terms, we agree to refund you for any prepaid unused Membership Fees, Commission or Service Fees on a pro-rata basis.
- 17.7 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 17.8 This clause will survive the termination or expiry of these Terms.

18 Service Provider insurance

- 18.1 As a Service Provider, we may request that you provide evidence of your insurance. Where we do so, we are not confirming that the insurance you have is sufficient or suitable for the goods and services you choose to provide to Users. If we do not ask you to provide evidence of insurance this does not indicate that we believe you do not require insurance. You acknowledge and agree it is your responsibility to make your own investigations and receive professional advice on the insurance you require.

19 Notice regarding Apple

- 19.1 To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Platform and any content available on the Platform.
- 19.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
- 19.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 19.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 19.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 19.6 You agree to comply with any applicable third-party terms when using our mobile application, including any Usage Rules set forth in the Apple App Store Agreement of Service.
- 19.7 Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 19.8 You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

20 General

- 20.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 20.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 20.3 **Disputes:** In relation to a dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) between a User and us, or a Service Provider and us, a Party may not commence court proceedings relating to a Dispute without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 20.4 **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

- 20.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notifies the other party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations, and uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- 20.6 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.
- 20.7 **Governing law:** These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 20.8 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 20.9 **Privacy:** Each Party agrees to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988 (Cth)* and any other applicable legislation or privacy guidelines.
- 20.10 **Publicity:** With your prior written consent, you agree that we may advertise or publicise the broad nature of our supply of the Medica Services to you, including on our website or in our promotional material.
- 20.11 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 20.12 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 20.13 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

21 Definitions

- 21.1 **Consequential Loss** means , whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission, and/or, any 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. The Parties agree that your obligation to pay us the Membership Fee under these Terms will not constitute "Consequential Loss".
- 21.2 **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control.
- 21.3 **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.
- 21.4 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

For any questions or notices, please contact us at:

Mankind Developments Pty Ltd (ABN 64 632 983 549)

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