

## TERMS & CONDITIONS OF PURCHASE (TCP) AND WEBSITE USE

### 1. About the Website

- (a) Welcome to **RUNPAY**, [www.runpay.com.au](http://www.runpay.com.au) ("**RUNPAY**", "**Website**", "**We**", "**Us**", "**Our**"). Our website offers Advice Services ("**Advice**", "**Coaching**") and also introduces interactions via our online Marketplace ("**Comparison Table**", "**Database**", "**Dataset**") and occasionally via other means between:
- (i) parties or an individual, directly or indirectly, representing a business of a product or service (i.e. "**Provider**", "**Vendor**" or "**Vendor/Provider**"); and
  - (ii) parties or an individual, receiving a product or service (i.e. "**Receiver**", "**Customer**", "**Customer/Receiver**" or "**Consumer**"),

to make it easier for the Customer/Receiver or the Vendor/Provider to locate, communicate, arrange payment and deliver information on a product/service in a fast and secure manner ("**Services**").

- (b) This Website is operated by RUNPAY™ (ABN 98 875 606 982). Access to and use of the Website, or any of its associated Products or Services available to purchase (excluding those directly owned by a Vendor/Provider), is provided by RUNPAY™. Please read these Terms and Conditions ("**Terms**") carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must immediately cease usage of the Website, or any of our own Products or Services.
- (c) We are not necessarily always directly or indirectly affiliated with, endorsed by, or verified by any of the listed payroll vendors, systems, solutions or information provided within our Comparison Table. Due to the complexity in maintaining the most up-to-date data and ongoing change in the Australian Payroll Industry ("**API**"), the information and accuracy of data provided within our Marketplace is not guaranteed to be absolutely correct. Given this, our database may not also fully represent the latest features or functionalities available, so please allow for potential gaps for niche vendors or any errors by us and registered or unregistered vendors. The information we provide is gathered directly from various sources available on the internet and we strive to maintain our database at an accuracy rate of approximately 88%. We encourage you to always contact the respective Vendors directly to validate any details provided in our Comparison Table prior to making any purchase of their own product(s).
- (d) From time to time, our "Advice Services" may evolve to what may be considered as "Consulting" rather than "General Advice". We define our primary offered Services as "Advice", which is informal guidance for general problems, while we define "Consulting" as a more formal, project-based or structured engagement to solve and address specific issues. Consulting focusses on achieving immediate, tangible results through hands-on work and execution, whereas Advisory Services are more collaborative and provide strategic, long-term, holistic insights and general support, coaching and guidance.

- (e) RUNPAY™ reserves the right to review, update and change any of the Terms described herewithin (including any price changes) to any of our Products and Services at its sole discretion. When we update these Terms in significance (including our currently listed prices), we will take all reasonable steps to notify you of such changes where such changes significantly impact you as the Customer/Receiver of our quality service(s). Where changes are considered by us as minor and in-line with overall Australian economic change(s) AND do not alter its' true intent or purpose, we will not communicate this to you so it is your responsibility to review our Terms upon every visit to, and use of, our website. Any changes to our Terms take immediate effect from the date of their publication. Before you continue, we encourage and recommend you keep a copy of these Terms for your own records in good faith.

## 2. Acceptance of the Terms

You accept these Terms by registering for our Services and/or making any payment as required under the Terms for use of our Services. You may also accept these Terms by clicking to accept/agree to the Terms where this option is made available to you on our website's interface.

## 3. The Services

- (a) In order to access our Services (otherwise described as "**The Services**") (e.g. RUNPAY Compare, RUNPAY Advert or RUNPAY Advice), the Customer/Receiver and/or Vendor/Provider are required to register for an account through the Website ("**Account**").
- (b) As part of the registration process, or as part of your continued use of our Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
- (i) Email address
  - (ii) Preferred username
  - (iii) Mailing address
  - (iv) Telephone number
  - (v) Password
  - (vi) or any other personal information provided by you, from time to time or at a later date, in accordance with our Privacy Policy.
- (c) You warrant that any information you give to RUNPAY™ in the course of completing the registration process will always be accurate, correct and up to date.
- (d) Once you have completed the registration process, you will be a registered member of the Website ("**Member**") and agree to be bound by all of these Terms and Conditions.
- (e) You may not use our Services and may not accept the Terms if:
- (i) you are not of legal age to form a binding contract with RUNPAY™; or
  - (ii) you are a person barred from receiving our Services under the laws of Australia or other countries including the country in which you are resident or from which you use our Services.

## 4. Your obligations as a Member

As a Member, you agree to comply with the following:



- (a) you will not share your profile with any other person;
- (b) you will use the Services only for purposes that are permitted by:
  - (i) the Terms; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify RUNPAY™ of any unauthorised use of your password or email address or any breach of security of which you have become aware; you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
- (e) any content that you broadcast, publish, upload, transmit, post or distribute on the Website (Your Content) will always be accurate, correct and up to date and you will maintain reasonable records of Your Content;
- (f) you agree not to harass, impersonate, stalk, threaten another Member of the Website (where interaction with other Members is made available to you);
- (g) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of providing the Services;
- (h) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of RUNPAY™; you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website; you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member profiles without notice and may result in termination of the Services. Appropriate legal action will be taken by RUNPAY™ for any illegal or unauthorised use of the Website;
- (i) you acknowledge and agree that any automated use of the Website or its Services is prohibited;
- (j) you acknowledge and agree that RUNPAY™ reserves the right to monitor, moderate, or remove any content posted on the Website that violates these Terms or is otherwise deemed inappropriate in RUNPAY's sole discretion; and
- (k) you agree to use the Website and its Services only for lawful purposes and in accordance with these Terms, and you will not engage in any activity that interferes with or disrupts the Website or its Services.

5. Using the Website as the Customer/Receiver ("**Customer**", "**Consumer**")

To receive our offered services you must sign up via our Services page and accept all of the sections, clauses and rules described herewith in these Terms and Conditions.

6. Using the Website as the Vendor/Provider ("**Vendor**")

To use our website as a registered Vendor/Provider you must sign up and pay via our Services page and accept all of the sections, clauses and rules described herewith in these Terms and Conditions.

7. Payment

- (a) All payments made in the course of your use of our Services alone are made using, but not necessarily limited to, Stripe. In using our Website, our Services or when making any payment in relation to your use of our Services, you warrant that you have also read, understood and agree to be bound by the Terms and Conditions set by our nominated Payment Service Provider(s) ("**PSP's**") (also known as Payment Gateway Providers) as these providers standalone and separate from our own Terms and Conditions. We reserve the right to change our nominated PSP(s) at any time. Should we engage a new or disengage our own account with a nominated PSP, we will take all practically reasonable steps to inform any directly impacted customers or consumers of our services.

8. Refunds/Returns Policy

- (a) For the purposes of this policy a Product is a tangible item, like a T-Shirt or Cap, that can be owned, while a Service is an intangible action performed for our customer, such as providing Advice, sharing organised information or dataset (e.g. "**Comparison Table**" or "**Marketplace**"). The key difference is tangibility; products are physical objects, whereas services are activities or experiences.
- (b) Refunds/returns by us only apply to purchases related directly to our own services (ie. not a Vendor's own product or service) processed via our own website's ([www.runpay.com.au](http://www.runpay.com.au)) nominated Payment Service Provider ("**PSP**"). Our own services are described above under Section titled "The Services".
- (c) All officially registered Vendor/Providers ("**registered Vendors**") agree to comply with the *Australian Consumer Law*. Any benefits set out in this Policy may apply in addition to consumer's rights under the *Australian Consumer Law*.
- (d) Since RUNPAY™ is only a facilitator in introducing the Customer/Receiver ("**Customer**") to Vendor/Provider(s), RUNPAY™ does not hold any liability to the Customer/Receiver directly and will not personally refund them any payments made in the use of Vendor/Provider's own Product or Services.
- (e) If any Vendor/Provider agrees to a refund of their own Product or Service to a Customer/Receiver, it is acknowledged that RUNPAY™ is not responsible for any refund (all or part) of our own Service offered via our website to the Customer/Receiver. We do not provide any refund that relates directly to your selection of any Vendor/Provider's Product listed in our Marketplace. We are not always necessarily directly or indirectly affiliated with, endorsed by, or verified by any of the listed Vendors. Due to the complexity

in maintaining the most up-to-date data, the information and accuracy of data provided within our Marketplace is not guaranteed to be absolutely correct as we allow for potential gaps for niche vendors or any errors by us and/or Unregistered or Registered Vendors, so our Advice or Database ("**Marketplace**") may not fully represent the latest features or functionalities available. Always contact the respective Vendors directly to validate any details provided through our Advice or in our Comparison Table prior to making any purchase of their own product(s). Our Marketplace is a Service providing organised information and a dataset of Vendors, Systems and Solutions and their variances. Our Advice must too, be treated and accepted as being impartial.

- (f) Notwithstanding the above clause, if a Customer/Receiver ("**Customer**", "**Consumer**") is unsatisfied with a Vendor/Provider's Product or Service and wants to explore approval of a refund of our Services standing alone and can demonstrate to us that it is purely and directly related to our own Service(s) and Advice provided to them (i.e. our Customer), we invite the Customer/Receiver to contact us in writing via our website to dispute our Service. We declare and recommend at all times any Advice provided through any of our services is validated directly with any Vendor/Provider directly prior to any purchase of a Vendor's own product or services. The decision by us to approve such a request, however, is out of the ordinary and considered exceptional, so therefore the decision to approve any level of refund is purely at the sole discretion of RUNPAY's Owner and Founder not a Customer/Receiver ("**Consumer**") of our services.
- (g) Pursuant to the above clause, where a registered Vendor/Provider is contacted by a Customer/Receiver who is requesting a refund of RUNPAY's Service offering given an extremely unusual circumstance, the registered Vendor/Provider agrees that it will use Reasonably Practical Judgement ("**RPJ**") when considering whether our ("**RUNPAY's**") Services are truly the cause of the Vendor/Provider's standalone rating of bad or poor service. Such a dispute would be considered incredibly unusual, but can be investigated and considered by us if described and proved to us in writing and supported by other means. The decision to approve any scale of refund is purely at the sole discretion of RUNPAY's Owner and Founder and not a Customer/Receiver ("**Consumer**") of our services.
- (h) Both the Customer/Receiver and registered Vendor/Provider agree that they will comply with this Refund Policy.
- (i) Any other general refunds, repairs, and replacements (whichever applies) of Goods ("Products") and/or Services are handled in accordance with the *Australian Consumer Law* considering and factoring in all the rules and/or procedures described below:
- (j) All refunds will be issued via the original payment method.
- (k) *Some Products and Services come with certain guarantees that are set by Australian Consumer Law which aim to protect you as a consumer of Goods and/or Services in Australia. We will refund, repair, and/or replace (whichever applies) purchased products or services offered by us in accordance with the Australian Consumer Law. The Australian Consumer Law provides a set of Consumer Guarantees which protect consumers when they buy products and services. If the Australian Consumer Law applies, then we cannot*

avoid the Consumer Guarantees which it provides. If there is an unforeseen inconsistency between this Policy and the Australian Consumer Law, the *Australian Consumer Law* will prevail. Further information about the *Australian Consumer Law* and these Consumer Guarantees is available from the website of the *Australian Competition and Consumer Commission*.

- If any product or service purchased from us has a major failure (as defined in the *Australian Consumer Law*) then you may be entitled to a replacement or refund from us. You may also be entitled to compensation for any reasonably foreseeable loss or damage resulting from that major failure. If a product or service which you purchased from us has a failure which does not amount to a major failure (as defined in the *Australian Consumer Law*) then you may still be entitled to have the goods repaired or replaced. For clarity, a 'major failure' under the *Australian Consumer Law* includes circumstances where: the goods are substantially unfit for their normal purpose and cannot be easily fixed within a reasonable time; the goods are significantly different from their description or sample; the goods are substantially unusable; or the goods are unsafe.
- For cancellations or changes of mind related to our subscription-based services or any other related Advice Services, customers may cancel their subscription via our website. Please note that no pro-rata refunds are issued for the unused portion of the current billing cycle. No refunds will be provided for change of mind, in accordance with Australian Consumer Law, unless the service is truly faulty, not as described, or unfit for its intended purpose. This means that refunds will not apply given a change of mind after accessing the full functionality of our service or advice, such as viewing or exporting vendor comparison data or receiving advice, as Australian Consumer Law does not mandate refunds for change of mind for digital services once delivered, absent any reasonable fault.
- In the event that a product you purchased has been damaged during delivery please contact us as soon as possible. Any damaged product must be returned in the condition in which it was received, together with any packaging and other items which you received with the damaged product. We will arrange to repair or collect the damaged product and replace it with an equivalent product, or to refund it, provided that you have contacted us within 14 business days from the date of receiving the product. Any damage claims made after this period may not be accepted unless required by Australian Consumer Law.
- Products will not be refunded or cannot be returned if you have misused the said product in a way which caused the problem. You knew or were made aware of the problem(s) with the product or service before you purchased it and/or you asked for a service to be done in a certain manner, or you asked for alterations to a product, against our advice, or you were unclear about what you wanted.
- Notwithstanding the other provisions of this Policy, we may refuse to provide a repair, replacement or refund for a product or service purchased by you if you have:



- (a) Significantly Utilised our Services: You have fully utilised or extensively accessed the RUNPAY™ Vendor Marketplace database or services, such as downloading or extracting the entire or substantial portions of the data, as this constitutes significant use and utilisation beyond reasonable access limits also considering acts that are NOT of goodwill, good intent or good faith, rendering it then ineligible for a change-of-mind refund under Australian Consumer Law.
  - (b) Misused or Shared without prior consent or authority: You have shared your access credentials to the RUNPAY™ Vendor Marketplace database with unauthorised third parties, violating our Terms of Service, which prohibits sharing or distributing access to the service for commercial or non-personal use.
  - (c) Not complied with our Terms of Service: You have used the service in a manner that breaches our Terms of Service, such as attempting to reverse-engineer, copy, or reproduce the database content for purposes other than personal business evaluation, which disqualifies eligibility for a refund.
  - (d) Provided No Reasonable Evidence of Service Fault given our business's true purpose and mission: You claim the service is faulty or unfit for purpose (e.g., alleging the database is inaccurate) but cannot provide verifiable or reasonable evidence to support the claim, and records indicate our services, including the comparison table, was provided as described with only goodwill, good intent, good faith and purpose for customer and humanity betterment.
  - (e) Conducted truly scoped and known Fraudulent Activities or made Unreasonably Excessive Refund Requests: You submit a refund request with fraudulent intent, such as providing false information about service usage or attempting multiple refund claims for the same transaction, which violates our policy and may lead to account suspension.
- In the event that a product you have purchased fails to meet one or more Consumer Guarantees under the *Australian Consumer Law*, we may, considering the circumstances holistically, bear any freight cost to return the said product (the "Returned/Faulty Product") back to us, as well as any cost of freight for any replacement product back to you. However, if the Returned/Faulty Product can easily be dispatched by you within reason, then you are responsible. If the Returned/Faulty Product is eligible for a repair, replacement or refund under the terms of this Policy (including under the *Australian Consumer Law*) then we will reimburse you for the reasonable freight costs for the Returned/Faulty Product.
  - If the situation where the Returned Product is too large, too heavy, or otherwise too difficult to be removed and returned by you, and is believed to be eligible for a

repair, replacement or refund under the terms of this Policy (including under the *Australian Consumer Law*), then we will organise for the postage, shipping, transportation or collection of the Returned Product, at our cost.

- In the event that we organise and pay for the inspection, freight, postage, shipping, transportation or collection of a Returned Product, and it turns out not to be eligible for a repair, replacement or refund under the terms of this Policy (including under the *Australian Consumer Law*), then you will be required to pay the costs of any inspection, freight, postage, shipping, transportation or collection of the Returned Product.
- The inspection of Returned Products shall be conducted according to the following criteria:
  - (i) original condition and packaging integrity,
  - (ii) presence of all original components and accessories,
  - (iii) absence of unauthorised modifications or damage, and
  - (iv) verification of the reported fault or defect. These criteria will be used to determine eligibility for repair, replacement, or refund under the *Australian Consumer Law*.
- Response Time for repairs, replacement or refunds of a Faulty/Returned Product
  - (a) We aim to commence the process requests for repairs, replacements or refunds within 2 business days of freight receipt or in the case of refunds, the Day Of Refund Approval (“**DORA**”).
  - (b) We will notify customers of the status of their request within 5 business days and provide regular updates until the matter is resolved.
- How to Return Products
  - (a) You can contact us using the contact email provided at the end of this Policy to discuss a return using the information.
  - (b) Unless otherwise defined in our sole discretion, we shall pay all refunds in the same form as the original purchase or to the same account or credit card used to make the original purchase.
  - (c) To be eligible for a refund, repair or replacement, you must provide proof of purchase.
  - (d) You may be required to provide a government issued identification to qualify for a refund, repair or replacement.
  - (e) Acceptable proof of purchase includes original receipt, order confirmation email, bank statement showing the transaction, or digital invoice from our system. Each document must clearly show the purchase date, amount, and item description.
- Any questions regarding refunds, repairs or replacements, should be submitted via our website where your enquiry will be triaged then directed to the appropriate person within our business structure.



## **9. Copyright and Intellectual Property (“IP”)**

9.1 The Website, the Services and all of the related products of RUNPAY™ are subject to copyright. The material on our Website is protected by copyright under the laws of Australia and through international treaties and unless otherwise indicated, all rights (including copyright) of our Services and compilation of our Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) are owned, managed, and reserved solely by RUNPAY™.

9.2 All trademarks, service marks and trade names are owned, registered and/or licensed by RUNPAY™ and we do not grant you any other rights expressly reserved whatsoever in relation to our Website or Services except where you:

- use our Website pursuant to the Terms;
- copy and store our Website and the material contained in the Website in your device's cache memory; and/or
- you print pages from the Website for your own personal and non-commercial use.

9.3 Factoring in all of the above clauses, we do not lay claim to any registered or unregistered Vendor/Provider's own Intellectual Property relating to their own product or service, unless that Intellectual Property formed part of a preceding IP registration or licence belonging to RUNPAY's Owner and Founder.

9.4 We retains all rights, title and interest in and to our Website and all of our own Services. Nothing you do on or in relation to our Website will transfer any ownership of our own IP to you, this includes:

- our business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright , or
- any right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
- any thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- You may not, without the prior written permission of RUNPAY™ and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain for human betterment.
- Should and where you broadcast, publish, upload, transmit, post or distribute your own content on our Website, then you grant to RUNPAY™ a non-exclusive, transferrable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change Your Own Content with goodwill, good intent or good faith and human betterment in mind.

- You also warrant that Your Own Content does not infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party, and you agree to indemnify and hold us harmless from any claims arising from such infringement.

## **10. Privacy**

RUNPAY™ takes your privacy seriously and any information provided through your use of our Website and/or Services are subject to our Privacy Policy, which is also available on our Website.

## **11. General Disclaimer**

1. Nothing in our Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the *Australian Consumer Law* (or any liability under them) which by law may not be limited or excluded.
2. Subject to this clause, and to the extent permitted by law:
  - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (ii) RUNPAY™ will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill, good intent or good faith arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
3. Use of our Website and the Services is at your own risk. Everything on our Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of RUNPAY™ make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of RUNPAY™) referred to on our Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
  - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
  - (iii) costs incurred as a result of you using the Website, the Services or any of the products of RUNPAY™; and
  - (iv) the Services or operation in respect to links which are provided for your convenience.



4. You acknowledge that RUNPAY™'s Website and the Services we offer are only intended to facilitate interactions between the Customer/Receiver and the Vendor/Provider with goodwill, good intent or good faith and to offer our own Products and Services. RUNPAY™ holds no liability to you as a result of any conduct of the Members or the misuse of Your Own Content by any party (including other Members).

## **12. Competitors**

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of RUNPAY™. Competitors are not permitted to use or access any information or content on our website or any associated property or application of ours. If you breach this provision, RUNPAY™ will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

## **13. Limitation of Liability**

- RUNPAY™'s total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- You expressly understand and agree that RUNPAY™, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill, good intent or good faith or business reputation and any other intangible loss.
- You acknowledge and agree that RUNPAY™ holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Own Content on Our Website.

## **14. Termination of Contract**

- If you want to terminate these Terms of agreement with us, you may do so by providing RUNPAY™ with 5 business days' notice of your intention to terminate by sending us notice in writing of your intention to terminate your agreement with our Terms via the Contact Submission Form located on our website.
- RUNPAY™ may at any time, terminate these Terms with you if:
  - (i) you have breached any provision of our Terms or intend to breach any provision;
  - (ii) RUNPAY™ is required to do so by law;
  - (iii) RUNPAY™ is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or
  - (iv) the provision of the Services to you by RUNPAY™ is, in the opinion of RUNPAY™, no longer commercially viable.

- (v) the user has engaged in repeated violations of these Terms or has been the subject of multiple complaints from other users or third parties.
- Subject to local applicable laws, RUNPAY™ reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts RUNPAY™'s name or reputation or violates the rights of those of another party.
- When the Terms come to an end, all of the legal rights, obligations and liabilities that you and RUNPAY™ have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

## 15. Indemnity

- You agree to indemnify RUNPAY™, its affiliates, employees, agents, contributors, third party content providers, Vendors/Providers and licensors from and against:
  - (i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
  - (ii) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
  - (iii) any breach of these Terms.

## 16. Dispute Resolution

- Compulsory:

If a dispute arises out of or relates to these Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- Notice:

A party to these Terms claiming a dispute ("**Dispute**") has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- Resolution:

On receipt of that notice ("**Notice**") by that other party, the parties to these Terms ("**Parties**") must:

  - (a) Within 28 days of the Notice endeavour in goodwill, good intent or good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
  - (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not

been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Australian Mediation Association;

- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing.

The Parties must each pay their own costs associated with the mediation;

- (d) The mediation will be held in Brisbane, Australia.

- **Confidential**

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

- **Termination of Mediation:**

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

## **17. Venue and Jurisdiction**

The Services offered by RUNPAY™ are intended to be used by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

## **18. Governing Law**

These Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. These Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

## **19. Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of our Terms of agreement here within shall remain in force.