

BACKGROUND

- A. Oncall operates an online software platform known as 'CaptionConnect' which generates captions of spoken words in real-time (**Platform**). We (or our licensors) own the IPR in the Platform and the Services.
- B. You wish to utilise the Platform and the Services.
- C. We have agreed to provide you and your Users with access to the Platform and the Services, in accordance with the applicable Subscription Package, on the terms of this agreement.

1. DEFINITIONS

Capitalised words used in this agreement are defined in clause 19.

2. SPECIAL TERMS

The parties may specify Special Conditions as set out in the Information Table, and the Special Conditions will prevail over any conflicting provision contained in the body of this agreement.

3. SUBSCRIPTION TERM

- (a) This agreement (and your subscription to the Platform) commences on the Start Date and will continue until the earlier of:
 - (i) exhaustion of your hours entitlement under your Subscription Package; and
 - (ii) expiry of the Initial Subscription Period,unless renewed in accordance with clause 3(b) or terminated in accordance with clause 15.
- (b) We will provide you with advance notification of the pending expiry of the Initial Subscription Period (or Renewal Period). Upon expiry of the Initial Subscription Period (or a Renewal Period), this agreement (and your subscription to the Platform) will automatically renew for the Renewal Period, unless either party notifies the other in writing at least 60 days prior to the renewal date that the agreement will not be renewed. Unused entitlements from a previous period do not carry over to a Renewal Period.

4. SUBSCRIPTION PACKAGES

- (a) We will make the Platform available to you (and Users) in accordance with the Subscription Package that you have selected.
- (b) You must comply with any further requirements set out in the details of the applicable Subscription Package.
- (c) Where you have exhausted your hours entitlement under your Subscription Package (prior to expiry of the Initial Subscription Period (or Renewal Period)), we will contact you to discuss your needs and whether you wish to take a new Subscription Package.
- (d) Your instance of the Platform will be hosted in the Territory set out in the Information Table. You acknowledge that, should you elect to access the Platform from countries other than the Territory, you may notice some performance variability.

5. PLATFORM AND SERVICES

5.1 Provision of Platform and Services

Subject to your compliance with this agreement (including payment of the Fees), we will provide you with access to the Platform and the Services during the Subscription Term:

- (a) in accordance with this agreement;
- (b) using appropriately skilled, experienced and qualified personnel; and
- (c) in compliance with all laws applicable to us and relevant to the Platform and Services.

5.2 Exclusions

Unless we otherwise agree in writing, we are not required to perform Services in respect of:

- (a) performance issues resulting from changes in your operating environment; or
- (b) repair or damage:
 - (i) arising from any act, error, fault, neglect, misuse, improper operation or omission of yours (or any other person not under our control, direction or authority);
 - (ii) caused by the operation of the Platform other than in accordance with our directions, instructions or recommendations; or
 - (iii) caused by any circumstances beyond our reasonable control.

6. YOUR OBLIGATIONS

6.1 Use of Platform and Services

Without limiting any of your other obligations under this agreement, you must:

- (a) evaluate and satisfy yourself of the adequacy of the Platform and Services for your own purposes and needs;
- (b) provide us with such access, information and cooperation that we reasonably require to properly perform our obligations under this agreement;
- (c) ensure automatic updates and anti-virus software are installed on computers where the Platform is accessible;
- (d) comply with, and ensure that your personnel comply with, our reasonable directions and restrictions regarding access to and use of the Platform and Services;
- (e) ensure that all information provided to us in connection with the Services is and remains true and correct;
- (f) ensure that you have obtained all required authorisations, and complied with all applicable laws, to receive, access and use the Services;
- (g) promptly notify us of any issue, concerns or disputes regarding the Services; and
- (h) where we issue you with login credentials to access the Platform, protect such credentials against misuse and notify us of the need to suspend or change such credentials promptly after becoming aware of that need.

6.2 Restrictions

You must not, and must ensure Users do not:

- (a) use or operate the Platform in a manner not supported by the Platform (as notified to you);
- (b) modify, translate, enhance or create derivative works based on the Platform, build a competitive product or service, or copy any features, functions or graphics of the Platform;
- (c) copy, modify, merge or combine with other products, reverse engineer or decompile the whole or any part of the Services or the Platform, including any software comprising the Services or the Platform, without our written consent;
- (d) share, re-sell, operate as a bureau service or otherwise provide in exchange for any compensation, the Platform or Services to any person;
- (e) use the Platform to store or transmit libellous, unlawful or tortious material, or to store or transmit material in violation of third-party rights;
- (f) permit any third party to access the Platform other than you or a User; or
- (g) remove any copyright or proprietary notices on the Platform.

6.3 Users

- (a) You agree that:
 - (i) any act or omission by a User is deemed to be an act or omission by you; and
 - (ii) you must ensure that a User does not do, or omit to do, anything that would cause you to breach this agreement.
- (b) We may contact Users directly in order to assist with their access to and use of the Platform, as well as to seek feedback.

7. FEES

7.1 Fees

For access to and use of the Platform and receipt of the Services, you must pay the Fees to us.

7.2 Adjustments to Fees

- (a) We may increase the Fees by providing at least 30 days' notice in writing (**Fee Notice**).
- (b) The Fee adjustments will take effect from the start of the next Renewal Period, provided that if you change Subscription Package during the Initial Subscription Period or any Renewal Period then the applicable Fees will adjust as at the date on which you change.

7.3 Payment

You must pay the Fees (without withholding deduction or set off of any kind) in accordance with the payment terms set out in the Information Table.

7.4 GST

- (a) All amounts payable under this Agreement are expressed exclusive of GST.
- (b) In respect of any taxable supply, the Licensee must pay to the Licensor an additional amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fees, subject to the receipt by the Licensee of a valid tax invoice.

8. CHANGES

Despite anything else in this agreement, we may at any time:

- (a) update, modify or remove our Subscription Packages by notice in writing;
- (b) discontinue any functionality of the Platform or the entirety of the Platform, by providing you with at least 30 days advance notice; and/or
- (c) without notice, make changes to the Platform and/or the provision of the Services that:
 - (i) we deem necessary to comply with any applicable law or safety requirements; or
 - (ii) do not materially adversely affect the Platform or Services.

9. PERFORMANCE OF SERVICES

9.1 Service Levels (SLA)

- (a) We will meet the following service levels in providing the Services:
 - (i) *Uptime Guarantee*: 99.9% uptime SLA (excluding planned outages and Force Majeure Events), leveraging AWS's high-availability infrastructure;
 - (ii) *Latency Commitment*: Real-time captions appear within 1–3 seconds of speech detection; and
 - (iii) *Scalability*: Auto-scaling ensures seamless performance during high-demand events.

9.2 Support Services

- (a) You may request support services by submitting a support request to us in accordance with clause 9.2(b).

- (b) A support request must be:
 - (i) submitted via email; and
 - (ii) accompanied by all supporting details relating to the request.
- (c) We will provide support services for any valid support request between Monday–Friday, 9 AM–5 PM (based on your time zone), in accordance with our then current support procedures as may be notified to you.

9.3 Training & Documentation

As part of the Services, we will provide you with access to onboarding materials, training videos, and knowledge base articles.

9.4 Outages & Incident Management

- (a) The following arrangements apply with respect to Platform outages and incidents:
 - (i) *Monitoring & Alerts*: 24/7 system monitoring via AWS CloudWatch with automated alerts for downtime or performance degradation.
 - (ii) *Incident Communication*:
 - (A) Proactive notifications via email and dashboard updates for any significant outages.
 - (B) Regular status updates until resolution.
 - (C) Post-incident reports with root cause analysis for critical outages.
 - (iii) *Disaster Recovery*: AWS-based redundancy with failover mechanisms ensuring minimal disruption.
- (b) We (or our authorised nominee) may schedule planned outages, which may interrupt the availability of the Platform or Services.
- (c) If a planned outage will result in the Platform being unavailable, we will provide you with reasonable advance notice (or if this is not possible, then as soon as practicable following us becoming aware of the planned outage).
- (d) For all other planned outages, we will provide notice to you as soon as practicable following us becoming aware of the planned outage.
- (e) Despite clauses 9.4(b) to 9.4(d), if we (or our authorised nominee) determine that the planned outage needs to be scheduled more urgently, we may implement this and you agree to not make any claim for loss as a result.

9.5 Data Security

- (a) We implement the following *measures* to protect Your Data:
 - (i) *Hosting & Infrastructure*: AWS cloud hosting with region-specific data residency options.
 - (ii) *Security Measures*:
 - (A) *CrowdStrike Protection*: Endpoint security against malware, ransomware, and advanced threats.
 - (B) *Encryption*: End-to-end encryption for data in transit (TLS 1.2+) and at rest (AES-256).
 - (C) *Access Controls*: Role-based access control (RBAC) and multi-factor authentication (MFA) for secure access.
 - (D) *Regular Security Audits*: Routine penetration testing and security assessments.
- (b) The Platform is compliant with GDPR, ISO 27001, and local data protection regulations. We will not share Your Data with third parties without your prior consent.
- (c) You acknowledge that computer viruses and malware might, despite protective measures, enter your computer systems. Accordingly, you agree that
 - (i) we are not liable for any loss of any kind in connection with:

- (A) any computer virus or malware; or
- (B) any data or security breach by a third party, or by any person engaged directly or indirectly by you; and
- (ii) you are responsible for the backup and recovery of Your Data and systems.

10. IPR

10.1 Platform IP

Subject to clause 10.2:

- (a) we are the owner of any IPR which subsists in or is created in the Platform or in the course of delivering the Services and the Platform, together with all modifications and/or updates of the same (**Platform IP**); and
- (b) you hereby assign to us any IPR which you have, or may have, in respect of the Platform IP.

10.2 Background IP

- (a) Each party retains all right, title and interest in and to its Background IP, and nothing in this agreement constitutes a transfer of any Background IP.
- (b) For clarity:
 - (i) you own all IPR in output generated for you based on Your Data (ie – the captions generated through your use of the Platform are yours);
 - (ii) we own the Platform IP; and
 - (iii) we own all IPR in any data that we may collect regarding your use of the Platform, including as may be aggregated with the data of other users of the Platform.

10.3 Licence to Platform

We grant you a non-exclusive, non-transferable, non-sublicensable licence to use (and Users to use) the Platform and Services for the Subscription Term for the purpose of obtaining the intended benefit of the Platform and Services.

10.4 IP claim

If any person makes any claim alleging that any of the Platform (or use of any of the Platform) infringes any IPR of any person, you must:

- (a) promptly notify us in writing;
- (b) not make any admissions or take any action in relation to the claim without our written consent;
- (c) permit us control over any and all investigations, negotiations, settlement and dispute resolution proceedings relating to the claim; and
- (d) cooperate with, assist and act at all times in accordance with our reasonable instructions in relation to the claim and any consequent investigations, negotiations, settlement and dispute resolution proceedings.

10.5 Feedback

You agree that:

- (a) any comments, ideas or reports provided by you (or a User) to us regarding the Platform (**Feedback**) will be considered our IPR; and
- (b) we may, in our absolute discretion, freely use all Feedback without attribution or compensation to you or any User.

11. LIABILITY

11.1 Warranties

- (a) To the maximum extent permitted by law, and except as otherwise expressly set out in this agreement, all express or implied guarantees, warranties or representations relating to the Platform and Services are excluded.

- (b) If any guarantee, warranty or representation is implied into this agreement and cannot be excluded at law but can be limited, then our liability for breach of such guarantee, warranty or representation is limited to (at our option):
 - (i) supplying the Platform and/or Services again; or
 - (ii) payment of the cost of supplying the Platform and/or Services again.
- (c) We do not warrant that the Platform or Services will:
 - (i) be error free, free from viruses, or operate without delay or interruption; or
 - (ii) meet your business needs,and you acknowledge that the Platform and Services are supplied on an “as is” basis.

11.2 Indirect Loss

Neither party is liable to the other for any Indirect Loss.

11.3 Limitation of liability

Subject to clauses 11.2, 11.4 and 11.5, each party’s maximum aggregate liability to the other party (whether in contract, tort (including negligence) under statute or otherwise) for any loss, damage, cost or expense suffered or incurred by you in connection with this agreement is limited to the total Fees paid or payable by you to us.

11.4 Exceptions

Nothing in this agreement limits or excludes liability of a party:

- (a) that cannot be limited or excluded by law;
- (b) for acts or omissions of fraud;
- (c) for personal injury or death or damage to or loss of real property caused or contributed to by the negligence or wilful misconduct of a party or its personnel (or, in your case, any User); or
- (d) that arises in relation to any loss which is the subject of the indemnities in clause 12.1 or 12.2.

11.5 Data loss

Despite any other provision of this agreement, we are not liable to you for any loss of data (including Your Data).

12. INDEMNITIES

12.1 Our indemnities

Subject to clause 10.4, we indemnify you against any loss suffered or incurred by you arising directly out of any allegation or claim brought against you by a third party that use of the Platform or Services in accordance with this agreement infringes the third party’s IPR.

12.2 Your indemnities

You indemnify us against any loss that we suffer or incur arising directly or indirectly from:

- (a) any malicious act or wilful default by you or a User;
- (b) any act or omission by you that infringes our IPR or any third party rights (including IPR); or
- (c) Your Data infringing the IPR of a third party.

12.3 Mitigation

Nothing in this clause 12 will in any way reduce or affect a party’s common law obligation to mitigate its losses.

12.4 Proportionate reduction

A party’s obligation to indemnify the other party under this clause 12 will be reduced proportionally to the extent that the other party caused or contributed to the loss.

13. CONFIDENTIALITY

13.1 Confidentiality

- (a) A party must not, without the prior written consent of the other, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or any regulatory authority.
- (b) A party may:
 - (i) use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this agreement; and
 - (ii) disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for purposes related to this agreement, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.
- (c) Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information while it is in the receiving party's possession or control.
- (d) Each party must return, or at the other party's option destroy, all Confidential Information of the disclosing party in the receiving party's possession or control, on the earlier of the disclosing party's request or on termination of this agreement for any reason.

13.2 Publicity

Neither of us may make any public statements or issue any press release concerning or relating to this agreement or its relationship with the other party unless it has first obtained the written consent of the other party, provided however that we may publicly and privately refer to you as a customer as well as generally describe the services we provide to you.

14. PRIVACY

- (a) Each of us will comply with all applicable law (including the Privacy Act) in dealing with any Personal Information. We will at all times collect, use, hold, destroy, and disclose Personal Information in accordance with our privacy policy which can be found here: <https://captionconnect.com/privacy-policy/>
- (b) You agree not to input Personal Information into the Platform or provide Personal Information to us unless where we specifically request you to do so.

15. TERMINATION

15.1 End of Subscription Period or exhaustion of hours

This agreement will terminate:

- (a) at the end of the Initial Subscription Period or Renewal Period (as applicable) if either of us gives notice to the other as described in clause 3(b); or
 - (b) once you have exhausted your hours entitlement under your Subscription Package and have not elected to take a new Subscription Package as contemplated by clause 4(c),
- whichever is earlier.

15.2 Termination for convenience

- (a) Either party may terminate this agreement for convenience at any time and without liability to the other party by giving the other party at least 60 days' written notice.
- (b) If we exercise the right under clause 15.2(a), we will refund you any Fees that you have paid in advance that relates to the period after the effective date of termination. No other amounts will be payable or refundable to you.
- (c) If you exercise the right under clause 15.2(a), then you acknowledge and agree that you will not receive any refund for Fees paid in advance and we will be entitled to Fees for the balance of the Subscription Term.

15.3 Termination for cause

A party (**terminating party**) may terminate this agreement by notice to the other party (**defaulting party**), if the defaulting party:

- (a) commits a material breach of these terms, and:
 - (i) the breach is not capable of remedy; or
 - (ii) the breach is capable of remedy but the defaulting party fails to remedy the breach within 10 Business Days of receiving notice requiring it to do so;
- (b) ceases to carry on its business or threatens to cease trading in a normal manner;
- (c) suffers an Insolvency Event; or
- (d) assigns or novates its obligations under this agreement (or purports to do so) otherwise than in accordance with this agreement.

15.4 Suspension

- (a) We may, in our absolute discretion, suspend access to the Platform for so long as:
 - (i) we consider suspension necessary for safety reasons or to prevent an emergency situation or hazard;
 - (ii) you have failed to pay any amount owing to us by the due date;
 - (iii) a Force Majeure Event exists; or
 - (iv) a technical issue or fault occurs that impacts the Platform.
- (b) You will not be entitled to any refund of Fees in the event of suspension.

15.5 Effect of termination

- (a) Upon expiry or termination of this agreement:
 - (i) your right, and the right of Users, to access and use the Platform will cease;
 - (ii) each party is released from its obligations to further perform this agreement;
 - (iii) each party retains its accrued rights and remedies;
 - (iv) you must promptly return to us (or our nominees) all of our property in your possession or control (and if not returned in a timely manner, permit us to enter your premises to recover that property); and
 - (v) you must pay the Fees for the Platform and any Services provided up to the date of termination (and you will not be entitled to any refund).
- (b) Within three months of the termination or expiry of this agreement, you may request that an electronic copy of Your Data be made available to you. Your Data will be provided to you in the form held by us at the date of the request (regardless of whether that form reflects the form in which it was provided to us). For clarity, we will not be required to convert or otherwise reformat Your Data prior to providing it to you in response to a request received under this clause 15.5(b).
- (c) We may permanently delete Your Data after three months has elapsed from termination or expiry of the agreement (or sooner by your request or agreement with you).

15.6 Survival

Clauses 6.2, 6.3, 10, 11, 12, 13, 14, 15.5, 16 and 18 survive termination, as well as any other clause of these terms that by its nature is intended to survive termination.

16. DISPUTE RESOLUTION

- (a) If a dispute arises under or in connection with this agreement (**Dispute**), either party may serve notice in writing on the other party specifying the particulars of the Dispute (**Dispute Notice**).
- (b) The Contact Person for each party will promptly discuss and attempt to settle the Dispute in good faith within 10 Business Days of the Dispute Notice (or such other agreed period).
- (c) If any Dispute has not been resolved within such timeframe, the parties agree to refer the matter to mediation administered by the Resolution Institute before having recourse to

arbitration or litigation. The mediation will be conducted in accordance with the Mediation and Conciliation Rules of the Resolution Institute.

- (d) Each party will continue to perform its respective obligations under this agreement pending the resolution of the Dispute.
- (e) Nothing prevents a party from seeking interlocutory relief in respect of a Dispute.

17. FORCE MAJEURE EVENT

- (a) If and for so long as a Force Majeure Event subsists, the party affected is not liable for any failure or delay in performing its obligations under these terms (other than a payment obligation) to the extent caused by the Force Majeure Event.
- (b) If a Force Majeure Event continues for more than 60 days, either party may terminate this agreement by giving written notice to the other party.

18. GENERAL

18.1 Notices

Any notice under this agreement must be in writing signed by a party's authorised representative and given in the manner set out in this clause 18.1. A notice will be deemed to be received:

- (a) in the case of a notice given by hand, on delivery;
- (b) in the case of a notice sent by prepaid post, six days following the date of posting or, if sent to or from a place outside Australia, ten days following the date of posting; or
- (c) in the case of a notice sent by email, one hour after it is sent by the sender unless the sender receives a report of non-delivery.

18.2 Entire agreement: This agreement is the entire agreement between us as to its subject matter and supersedes all prior representations and agreements in connection with its subject matter.

18.3 Variations: This agreement may only be varied by written agreement signed by both parties.

18.4 Waiver: A failure to exercise or a delay in exercising any right, power or remedy under this agreement does not operate as a waiver. A waiver must be in writing.

18.5 Severance: If a provision of this agreement (or part of a provision) is illegal, void or unenforceable, then that provision (or relevant part) may be severed without affecting the legality or enforceability of any other provision of this agreement.

18.6 Assignment

- (a) You must not assign, novate or otherwise transfer your rights and/or obligations under this agreement without our prior written consent.
- (b) We may assign, novate or otherwise transfer our rights and/or obligations under this agreement by written notice to you (and you will do all things reasonably required to give effect to such notice).

18.7 Counterparts and electronic execution

- (a) This agreement may be executed in any number of counterparts, each of which will be an original but such counterparts together will constitute one and the same instrument.
- (b) The parties acknowledge that this agreement may be exchanged and executed entirely or partially by electronic means, and that an electronic representation of a signature (including a scanned copy of a signature first made on paper) will be conclusive evidence of a party's execution of this agreement and intention to be bound by its terms.

18.8 Governing law and jurisdiction: This agreement is governed by the laws in force in Victoria, Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

18.9 Costs: Each party will bear its own costs in relation to the negotiation, preparation and execution of this agreement and any further document required.

- 18.10 Relationship of parties:** Nothing in this agreement is to be construed as establishing a contract of employment between the parties or creating a partnership, joint venture or other relationship between the parties. Neither party has the right, power or authority to bind the other party in any way.
- 18.11 Subcontractors:** We may contract with third parties for the performance of our obligations under this agreement, provided that we remain liable for the performance of such obligations.
- 18.12 No merger:** The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this agreement.

19. DEFINITIONS AND INTERPRETATION

19.1 Definitions

In this agreement, capitalised terms have the meaning as set out below:

Background IP means any IPR of a party existing prior to the Start Date or developed independently of this agreement, including any developments, updates or modifications to such IPR.

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

Confidential Information means all information provided by one party to the other in connection with this agreement where such information is identified as confidential at the time of its disclosure or ought reasonably be considered confidential based on its content, nature or the manner of its disclosure, but excluding:

- (a) information that enters the public domain or is disclosed to a party by a third party, other than through a breach of this agreement; and
- (b) information developed independently by a party.

Contact Person means the person nominated by each party as its contact person.

Fees means the fees payable by you to us for access to the Platform and receipt of the Services, as set out in the Information Table.

Force Majeure Event means any act, event or cause, other than lack of funds, affecting a party that is outside that party's reasonable control and includes:

- (a) any outage, interference or disturbance to our IT systems;
- (b) fire, flood, earthquake or acts of God; and
- (c) strikes, industrial disputes, acts of war, terrorism, riots, civil disorders, rebellions or revolution, pandemics, quarantines, embargos and other similar governmental action.

Indirect Loss means any indirect, special or consequential loss, and which includes:

- (a) any loss not arising naturally (that is, according to the usual course of things) as a result of a breach of this agreement or other event giving rise to a claim, whether or not such loss may reasonably have been in the contemplation of the parties at the time they made this agreement as the probable result of the relevant breach; and
- (b) loss of profits, loss of revenue, loss of goodwill, loss of business, loss of data, loss of opportunity, loss of anticipated savings, pure economic loss, loss of value of equipment, expectation loss and wasted overheads.

Information Table means the Information Table set out on the front of this agreement.

Initial Subscription Period means the period specified as such in the Information Table.

Insolvency Event means a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or a similar insolvency administrator to a party or any substantial part of its assets or the occurrence of any event that has a substantially similar effect to any of these events.

IPR means all intellectual property rights throughout the world, whether registered or unregistered, including rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions and discoveries and any right to apply for registration of such rights.

Personal Information has the meaning given in the *Privacy Act*.

Platform has the meaning given in the Background.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Renewal Period means the renewal period set out in the Information Table.

Services means the services that we agree to provide to, or perform for, you under this agreement, as set out in the Information Table.

Start Date means the date specified as such in the Information Table.

Subscription Package means the subscription package selected by you as set out in the Information Table, as may be varied by agreement from time to time.

Subscription Term means the Initial Subscription Period and any Renewal Period (or any period during which a Subscription Package is active), as the context requires.

Territory means the territory specified in the Information Table.

User means any of your personnel authorised to use the Platform.

Your Data means all material, information and data which:

- (a) you or Users input to the Platform;
- (b) is generated as a result of your use (or a User's use) of the Platform; or
- (c) you otherwise makes available to us in connection with the Platform or Services.

19.2 Interpretation

In this agreement, unless expressed to the contrary:

- (a) if a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (b) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (c) unless the context requires otherwise, a reference to:
 - (i) a person includes a corporation or any other legal entity;
 - (ii) the singular includes the plural and vice versa;
 - (iii) headings are for convenience and do not form part of this agreement or otherwise affect the interpretation of this Agreement;
 - (iv) the term "includes" (or any similar term) means "includes without limitation"; and
 - (v) any statute includes references to any subsequently amended, consolidated or re-enacted version of that statute and all delegated legislation or other statutory instruments made under it;
 - (vi) '\$' or 'dollars' is a reference to Australian currency; and
 - (vii) a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure of these terms; and
- (d) if the date on or by which any act must be done under these terms is not a Business Day, the act must be done on or by the next Business Day;
- (e) an obligation to use reasonable endeavours does not require a party to incur a substantial commercial detriment or payment obligation; and
- (f) if the doing of any act, matter or thing under these terms is dependent on the consent or approval of a party or is within the discretion of a party, such consent or approval may be given or such discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion (unless these terms specifies otherwise).