



MOBILE APP TERMS AND CONDITIONS OF USE

1. About the Application

- (a) Welcome to ViPR Mobile (**Application**). The Application provides you with an opportunity to browse and purchase various products that have been listed for sale through the Application (**Products**). The Application provides this service by way of granting you access to the content on the Application (**Purchase Services**).
- (b) The Application is operated by ViPR Australia . Access to and use of the Application, or any of its associated Products or Purchase Services, is provided by ViPR Australia. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Application, 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 cease usage of the Application, or any of its Purchase Services, immediately.
- (c) ViPR Australia reserves the right to review and change any of the Terms by updating this page at its sole discretion. When ViPR Australia updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by using or browsing the Application. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by ViPR Australia in the user interface.

3. Registration to use the Purchase Services

- (a) In order to access the Purchase Services, you must first register as a user of the Application. As part of the registration process, or as part of your continued use of the Purchase 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) Telephone number
 - (iv) Password
 - (v) Industry
 - (vi) Occupation
 - (vii) State



- (b) You warrant that any information you give to ViPR Australia in the course of completing the registration process will always be accurate, correct and up to date.
- (c) Once you have completed the registration process, you will be a registered member of the Application (**Member**) and agree to be bound by the Terms. As a Member you will be granted immediate access to the Purchase Services.
- (d) You may not use the Purchase Services and may not accept the Terms if:
 - (i) you are not of legal age to form a binding contract with ViPR Australia; or
 - (ii) you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

4. Your obligations as a Member

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

You will use the Purchase Services only for purposes that are permitted by:

 - (i) the Terms;
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you have the 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 Purchase Services;
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify ViPR Australia of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Application is limited, non-transferable and allows for the sole use of the Application by you for the purposes of ViPR Australia providing the Purchase Services;
- (e) you will not use the Purchase Services or Application 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 Application;
- (f) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Application without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by ViPR Australia for any illegal or unauthorised use of the Application; and
- (g) you acknowledge and agree that any automated use of the Application or its Purchase Services is prohibited.

5. Purchase of Products and Returns Policy



- (a) In using the Purchase Services to purchase the Product through the Application, you will agree to the payment of the purchase price listed on the Application for the Product (**Purchase Price**).
- (b) Payment of the Purchase Price may be made through one of the following third party providers: Paypal (**Payment Gateway Providers**), direct credit card, stripe, or any other payment gateway.
In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- (c) Following payment of the Purchase Price being confirmed by ViPR Australia, you will be issued with a receipt to confirm that the payment has been received and ViPR Australia may record your purchase details for future use.
- (d) ViPR Australia does not offer refunds, in accordance with the *Australian Consumer Law* and on the terms set out in this Terms and Conditions.
- (e) Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the *Australian Consumer Law*.

6. Copyright and Intellectual Property

- (a) The Application, the Purchase Services and all of the related products of ViPR Australia are subject to copyright. The material on the Application is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Application (including text, graphics, logos, button icons, video images, audio clips and software) (**Content**) are owned or controlled for these purposes, and are reserved by ViPR Australia or its contributors.
- (b) ViPR Australia retains all rights, title and interest in and to the Application and all related content. Nothing you do on or in relation to the Application will transfer to you:
 - (i) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of ViPR Australia; or
 - (ii) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - (iii) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- (c) You may not, without the prior written permission of ViPR Australia and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit,



post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Application, which are freely available for re-use or are in the public domain.

- (d) Any content you submit, upload, or display through the Application ("User Content") remains your intellectual property, but you grant a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, adapt, and display such User Content for the purpose of operating and improving the Application. You warrant that any User Content you provide does not infringe any third-party intellectual property rights and you have all necessary rights or permissions for any third-party materials included in your User Content.

7. Privacy

ViPR Australia takes your privacy seriously and any information provided through your use of the Application and/or the Purchase Services are subject to ViPR Australia's Privacy Policy, which is available on the Application.

8. General Disclaimer

- (a) You acknowledge that ViPR Australia does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.
- (b) ViPR Australia will make every effort to ensure a Product is accurately depicted on the Application, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Application.
- (c) Nothing in these 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.
- (d) 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 these Terms are excluded; and
 - (ii) ViPR Australia 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 arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (e) Use of the Application, the Purchase Services, and any of the products of ViPR Australia is at your own risk. Everything on the Application, the Purchase Services, and the Products of ViPR Australia, are provided to you on an "as is" and "as available" basis, without warranty



or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of ViPR Australia make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of ViPR Australia) referred to on the Application. 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 Application, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Application);
- (iii) costs incurred as a result of you using the Application, the Purchase Services or any of the Products;
- (iv) the Content or operation in respect to links which are provided for the User's convenience;
- (v) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Application; or
- (vi) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

9. 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 ViPR Australia. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, ViPR Australia 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.

10. Limitation of Liability

- (a) ViPR Australia's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of ViPR Australia is the resupply of information or Purchase Services to you.
- (b) You expressly understand and agree that ViPR Australia, its affiliates, employees, agents, contributors, third party content providers 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 or business reputation and any other intangible loss.

- (c) ViPR Australia is not responsible or liable in any manner for any site content (including the Content or third party content) posted on the Application or in connection with the Purchase Services, whether posted or caused by users of the Application of ViPR Australia, by third parties or by any of the Purchase Services offered by ViPR Australia.
- (d) You acknowledge that ViPR Australia does not provide the Delivery Services to you and you agree that ViPR Australia will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Delivery Services.

11. Termination of Contract

- (i) The Terms will continue to apply until terminated by either you or by ViPR Australia as set out below.
- (ii) If you want to terminate the Terms, you may do so by:
 - (i) notifying ViPR Australia at any time; and
 - (ii) closing your accounts for all of the Purchase Services which you use, where ViPR Australia has made this option available to you.

Your notice should be sent, in writing, to ViPR Australia via the 'Contact Us' link on our homepage.

- (iii) ViPR Australia may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) ViPR Australia is required to do so by law;
 - (iii) the partner with whom ViPR Australia offered the Purchase Services to you has terminated its relationship with ViPR Australia or ceased to offer the Purchase Services to you;
 - (iv) ViPR Australia is transitioning to no longer providing the Purchase Services to Users in the country in which you are resident or from which you use the service; or
 - (v) the provision of the Purchase Services to you by ViPR Australia is, in the opinion of ViPR Australia, no longer commercially viable.
- (iv) Subject to local applicable laws, ViPR Australia reserves the right to discontinue or cancel your membership to the Application at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Application or the Purchase Services without notice if you breach any provision of the Terms or any applicable law or if your



conduct impacts ViPR Australia's name or reputation or violates the rights of those of another party.

- (v) Upon termination of these Terms, you must immediately cease use of the Application and will retain your data for [DAYS] days, after which it will be permanently deleted, except where required by law. Any outstanding payments or obligations must be settled within [DAYS] days of termination, and you must remove all copies of the Application from your devices.
- (vi) When the Terms come to an end, all of the legal rights, obligations and liabilities that you and ViPR Australia 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.

12. Indemnity

- (a) You agree to indemnify ViPR Australia, its affiliates, employees, agents, contributors, third party content 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 any Content of the ViPR Mobile Application;
 - (ii) any direct or indirect consequences of you accessing, using or transacting on the Application or attempts to do so and any breach by you or your agents of these Terms; and/or
 - (iii) any breach of the Terms.

13. Dispute Resolution

13.1. Compulsory

If a dispute arises out of or relates to the 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).

13.2. Notice

A party to the 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.

13.3. Resolution

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



- (i) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (ii) 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 President of the Resolution Institute or his or her nominee;
- (iii) 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;
- (iv) The mediation will be held in a time a place agreed to by both parties, Australia.

13.4. 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.

13.5. 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.

14. Venue and Jurisdiction

The Purchase Services offered by ViPR Australia is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Application, you agree that the exclusive venue for resolving any dispute shall be in the courts of South Australia, Australia.

15. Governing Law

The Terms are governed by the laws of South Australia, 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 South Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

16. 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 the Terms shall remain in force.



MOBILE APP TERMS AND CONDITIONS OF USE

1. About the Application

- (a) Welcome to ViPR (**Application**). The Application is aimed to provide Safety suggestion and assistance and propmpts tool for hazard and risk identification (**Services**).
- (b) The Application is operated by ViPR Australia (ABN 33 183 360 299). Access to and use of the Application, or any of its associated Products or Services, is provided by ViPR Australia. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Application, 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 cease usage of the Application, or any of Services, immediately.
- (c) ViPR Australia reserves the right to review and change any of the Terms by updating this page at its sole discretion. When ViPR Australia updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- (a) You accept the Terms by remaining on the Application. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by ViPR Australia in the user interface.

3. Subscription to use the Services

- (a) In order to access the Services, you must first purchase a subscription through the Application (**Subscription**) and pay the applicable fee for the selected Subscription (**Subscription Fee**).
- (b) In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.
- (c) Once you have purchased the Subscription, you will then be required to register for an account through the Application before you can access the Services (**Account**).
- (d) As part of the registration process, or as part of your continued use of the 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) Telephone number
 - (iv) Password
 - (v) Occupation



- (vi) Location
- (vii) Industry
- (e) You warrant that any information you give to ViPR Australia in the course of completing the registration process will always be accurate, correct and up to date.
- (f) Once you have completed the registration process, you will be a registered member of the Application (**Member**) and agree to be bound by the Terms. As a Member you will be granted immediate access to the Services from the time you have completed the registration process until the subscription period expires (**Subscription Period**).
- (g) You may not use the Services and may not accept the Terms if:
 - (i) you are not of legal age to form a binding contract with ViPR Australia; or
 - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a Member

- (a) As a Member, you agree to comply with the following:
 - (i) you will use the Services only for purposes that are permitted by:
 - (A) the Terms; and
 - (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (ii) you have the 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;
 - (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify ViPR Australia of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (iv) access and use of the Application is limited, non-transferable and allows for the sole use of the Application by you for the purposes of ViPR Australia providing the Services;
 - (v) you will not use the Services or the Application in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of ViPR Australia;
 - (vi) you will not use the Services or Application 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 Application;



- (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Application without notice and may result in termination of the Services. Appropriate legal action will be taken by ViPR Australia for any illegal or unauthorised use of the Application; and
- (viii) you acknowledge and agree that any automated use of the Application or its Services is prohibited.

5. Payment

- (a) All payments made in the course of your use of the Services are made using RevenueCat or other provider approved by ViPR Australia. In using the Application, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the RevenueCat or other provider approved by ViPR Australia terms and conditions which are available on their website.
- (b) You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Subscription Fee.
- (c) You agree and acknowledge that ViPR Australia can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

6. Refund Policy

- (a) ViPR Australia will not provide you with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if the manager of ViPR Australia makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Member (**Refund**).
- (b) Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the *Australian Consumer Law*.

7. Copyright and Intellectual Property

- (a) The Application, the Services and all of the related products of ViPR Australia are subject to copyright. The material on the Application is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Application (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by ViPR Australia or its contributors.



- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by ViPR Australia, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
- (i) use the Application pursuant to the Terms;
 - (ii) copy and store the Application and the material contained in the Application in your device's cache memory; and
 - (iii) print pages from the Application for your own personal and non-commercial use.
 - (iv) use the Application solely for your personal, non-commercial purposes and not for any business or commercial activities;

ViPR Australia does not grant you any other rights whatsoever in relation to the Application or the Services. All other rights are expressly reserved by ViPR Australia.

- (c) ViPR Australia retains all rights, title and interest in and to the Application and all related Services. Nothing you do on or in relation to the Application will transfer any:
- (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (iii) a 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),
- to you.
- (d) You may not, without the prior written permission of ViPR Australia 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 Application, which are freely available for re-use or are in the public domain.

8. Privacy

ViPR Australia takes your privacy seriously and any information provided through your use of the Application and/or Services are subject to ViPR Australia's Privacy Policy, which is available [here](#). ViPR Australia reserves the right to modify, update, or change its Privacy Policy from time to time. Users will be notified of any material changes to the Privacy Policy and continued use of the Application after such changes constitutes acceptance of the updated Privacy Policy.

9. General Disclaimer



- (a) Nothing in the 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.
- (b) 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) ViPR Australia 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 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.
- (c) Use of the Application and the Services is at your own risk. Everything on the Application 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 ViPR Australia make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of ViPR Australia) referred to on the Application. 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 Application, the Services, or any of its Services related products (including third party material and advertisements on the Application);
 - (iii) costs incurred as a result of you using the Application, the Services or any of the products of ViPR Australia; and
 - (iv) the Services or operation in respect to links which are provided for your convenience.

10. Limitation of liability

- (a) ViPR Australia'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.
- (b) You expressly understand and agree that ViPR Australia, 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 or business reputation and any other intangible loss.

- (c) You expressly acknowledge and agree that shall not be liable for any loss or damage arising from your failure to comply with these Terms or to take all necessary precautions to ensure that any material you may download or otherwise obtain through your use of the Application is free of viruses or other harmful components.

11. 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 ViPR Australia. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, ViPR Australia 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.

12. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by ViPR Australia as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) not renewing the Subscription prior to the end of the Subscription Period;
 - (ii) providing ViPR Australia with 14 days' notice of your intention to terminate; and
 - (iii) closing your accounts for all of the services which you use, where ViPR Australia has made this option available to you.

Your notice should be sent, in writing, to ViPR Australia via the 'Contact Us' link on our homepage.

- (c) ViPR Australia may at any time, terminate the Terms with you if:
 - (i) you do not renew the Subscription at the end of the Subscription Period;
 - (ii) you have breached any provision of the Terms or intend to breach any provision;
 - (iii) ViPR Australia is required to do so by law;
 - (iv) the provision of the Services to you by ViPR Australia is, in the opinion of ViPR Australia, no longer commercially viable.
 - (v) the user fails to pay any fees or charges associated with the Services when due;
- (d) Subject to local applicable laws, ViPR Australia 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 Application or the Services without notice if you breach any



provision of the Terms or any applicable law or if your conduct impacts ViPR Australia's name or reputation or violates the rights of those of another party.

13. Indemnity

You agree to indemnify ViPR Australia, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) 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;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Application or attempts to do so; and/or
- (c) any breach of the Terms.

14. Dispute Resolution

14.1. Compulsory:

If a dispute arises out of or relates to the 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).

14.2. Notice:

A party to the 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.

14.3. Resolution:

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

- (a) Within 28 days of the Notice endeavour in 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 or the Resolution Institute.;
- (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 a location agreed upon by both parties, Australia.

14.4. 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.

14.5. 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.

14.6. The Parties agree that any legal action arising out of or relating to these Terms must be filed within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

15. Venue and Jurisdiction

The Services offered by ViPR Australia is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Application, you agree that the exclusive venue for resolving any dispute shall be in the courts of South Australia, or any other state or Territory within Australia.

16. Governing Law

The Terms are governed by the laws of South Australia, or any other state or Territory within 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 South Australia, or any other state or Territory within Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

17. 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 the Terms shall remain in force.