



GENERAL TERMS AND CONDITIONS

1. Product Description

- (a) You (the Subscriber) have selected a particular Product/Services configuration by selecting a Product Plan (“PP”) and requesting us (APE) via the Sign-Up Page to license you to use the relevant Product and supply you with the associated Services that make up that PP. The PP that you have selected includes a certain number of Users licensed to use the Product.
- (b) When we accept your request, which is treated as a contractual offer, we and you make a legally effective licensing Agreement with each other, under which we license you to use the Product and agree to provide you with the associated Services, as described in the PP and these General Terms and Conditions (“Terms & Conditions”). In these Terms and Conditions, references to you using the Product imply that you are also receiving the associated Services. If we reject your request, for whatever reason, no contract is made and we will have no obligation to provide you with any Product or Services.
- (c) If your licence is for an initial 14-day Free Period, no Fee is payable by you for that period, but all of the other parts of these Terms and Conditions will apply. We may restrict the number of Users for any PP during the Free Period.
- (d) After the Free Period ends, you may continue to subscribe to the PP you selected, or can change to a different PP, provided that you have agreed to pay the applicable Fee. The Fee is payable on a monthly basis, unless agreed otherwise. The Fee covers both your payment for your license to use the Product, and your payment for our associated Services. After the Free Period is over, the payment provisions of these Terms and Conditions set out below will apply to you as well as the other provisions.
- (e) Our PPs and these Terms and Conditions may change over time. APE will keep a copy of the Terms and Conditions and a description of the PP that applies to your Agreement with us, and we can provide copies of these to you electronically upon request.
- (f) The PP that is made available to you for the Free Period may differ from the PPs that will be available to you on an ongoing basis as a paid subscriber.
- (g) You must acknowledge that you have read, understand and agree to these Terms and Conditions at the time of applying for the Free Period by checking the box to that effect on the Sign-Up Page. *Note: the Sign-Up Page is set up so that if you do not check the box, then your request to subscribe to a PP will not be accepted by us.*

2. Product Licence

- (a) APE hereby grants you a non-exclusive, non-sub-licensable and non-transferable licence to use the Product for the Term.
- (b) This licence is subject to the limitations on your dealings with APE’s Intellectual Property (see clause 5 below) and all other prohibitions and limitations stated in these Terms and Conditions.

3. Services

- (a) APE will provide the Services associated with the Product to you until the Term ends.
- (b) The Services are provided subject to all requirements and conditions stated in these Terms and Conditions.

4. General Conditions

- (a) *Term*: If you are using the Product for a Free Period, the Term runs from the Commencement Date to the last day of the Free Period. If you agree to pay our Fees for the relevant PP after the Free Period ends, the Term will be extended until the Renewal Date. If you are using the Product without an initial Free Period, the Term runs from the Commencement Date to the Renewal Date. We and you can extend the Term by mutual agreement, and the Agreement can also be terminated early by us or you as permitted by these Terms and Conditions.
- (b) *Renewal of Subscription*: On the Renewal Date, your subscription will renew automatically. Unless we and you agree otherwise, your subscription will be renewed on the same basis, for the same PP (including the same Services), and for an equal period of time, except in the situations described in the subclause (d) below. The last day of the extended Term will become the new Renewal Date, and on that date the renewal process will repeat itself, and the Term will continue to be renewed automatically into the future.
- (c) *Changes to PP*: APE Mobile will be free to change its PPs from time to time. Changes to a PP will apply to new and renewed subscriptions made after the change takes effect. If for any reason it is not possible for APE Mobile to continue to offer the precise Product/Services configuration of the PP that you subscribed for, we will discuss that situation with you and will endeavour to provide you with an equivalent Product/Services configuration wherever possible.
- (d) *Changes to Subscription*: During the Term, you may notify APE that you wish to change to a different, available PP, in which event if APE will confirm whether that change is accepted, and your subscription will continue with that modification from the date you are transferred to the different PP. If you upgrade, and your new PP has more users or other features than the old PP, you will be liable to pay the difference in Fees on a pro rata basis from the day you transfer to the new PP. If you downgrade, and your new PP has less users or other features than the old PP, the changes will apply from the next Renewal Date.
- (e) *Termination of Subscription*: At any time during the Term, you may notify APE that you wish to terminate your subscription, in which case the Agreement will expire at the next Renewal Date.
- (f) *Change in Users*: You may request APE to increase or decrease the number of Users, in which case you will be liable to pay us the appropriate amount of Fees for the continuing number of Users at the rates specified for the relevant PP.
- (g) *Limitations on Users*: If your PP specifies a limitation on the number of Users that may use the Product and/or receive Services for your PP, then you may not allow more persons to use the Product and/or receive the relevant Services. In particular, two or more individuals may not share or jointly use/receive the Product/Services.
- (h) *Payment of Fee*: The applicable Fee as per the PP will be paid by you before or on each Renewal Date during the Term, in advance. If any part of the Fee is not received by this date, we may suspend your Users from accessing the Product and/or Services until such time as the all of the Fee is paid and received.

- (i) *Non-use*: You will not be entitled to a refund of any part of the Fee on the ground that fewer Users have used the Product and/or Services than anticipated.

5. Intellectual Property and Data

- (a) We retain the ownership, title and all other rights in our Intellectual Property included in the Product, and we hereby grant you a non-exclusive, non-sub-licensable, non-transferable licence to deal with those Intellectual Property rights in the Product strictly for the purposes of this Agreement, applying to all places where you conduct your business, for no charge or royalty other than the Fee, subject to all of the conditions and limitations stated in these Terms and Conditions.
- (b) You retain the ownership, title and all other rights to your Intellectual Property in your Data, and hereby grant us a fee-free and royalty-free licence to deal with those Intellectual Property rights for the purposes of facilitating the provision of the Services, applying to all places where we store or handle the Data, and subject to all conditions and limitations stated in these Terms and Conditions.
- (c) We will store your Data securely and in a standard way that is made available to you, which will allow you to back up the Data, and, if regular back-up is performed by us as part of the Services, then we will back-up the Data and make those back-ups available to you at the times and in the manner described in the PP. If back-up by us is not specifically included as part of the Services, please note that our default practice is to make back-ups of all customer data every 24 hours for the purposes of service continuity, wherever possible. We assume no responsibility, however, for your failure to back-up or properly store your Data either before or after you upload it to our Server, regardless of whether back-up by us is part of the Services, and you hereby release us from any claim that you may have, at any time, for any loss arising from your failure to do so.
- (d) As we are not the author of the Data, we assume and accept no responsibility for the content or nature of the Data.
- (e) In the event that we sell our business to another entity, or sub-contract another entity to perform any part of the Services, you agree that we may assign the licence granted by us under clause 5(b) above to the new owner of the business, or may delegate the performance of our Services obligations to the sub-contractor, as the case may be, but we will do so only if the new owner or the sub-contractor agrees to the same limitations and conditions that apply under these Terms and Conditions to us in respect of the Data.
- (f) Where we engage a sub-contractor as described at (e) above, we will continue to be liable to you for any breach of the limitations and conditions applying to the use of the Data, but where we sell our business to a new owner, the new owner will assume liability and you agree that we will be released from liability from the time of transfer of control of the relevant Services functions.
- (g) Where any trade mark or any text or other work subject to copyright is used in conjunction with the Product or Services or is part of that Product or Services, whether directly owned by us or used by us under licence from a third party, you must deal with that trade mark and copyrighted text or other work only as expressly permitted by these Terms and Conditions and only for the purposes of the Agreement between you and us, and you must not alter those things in any way or represent to any person that you have any proprietary rights in those things.



6. Supported software environments

- (a) You acknowledge that, at the time you initially subscribe to a PP, the Product is designed to function compatibly only with certain specified software environments as set out in the Website, that the number of such software environments are and must necessarily be limited, and, in accordance with normal practice in the field of information technology, that those software environments most likely will change and evolve over time and be replaced by newer versions, which will impose an additional cost upon us of maintaining the compatibility of the Product with older or legacy versions of the changed software environments.
- (b) In view of the matters stated at (a) above, you agree and acknowledge that:
- (1) the Product will be supplied by us designed to be compatible with the software environments specified in the Website at the time of your initial subscription, but is not guaranteed to be compatible with any other environment(s);
 - (2) in the event that any software environment in which you are using the Product is updated and replaced by a newer version, our policy and intention is that, from that time forward we will support your use of that Product under the newer version of the environment, within 4 weeks of the change, or under another software environment that we also support at that time, as specified in the Website, or, if you prefer, under your existing software environment unless we are unable to do so on any reasonable grounds, for the duration of the Term;
 - (3) our policy is that we will stop supporting the use of the Product in a superseded software environment once the version of the environment that has superseded it is itself superseded by a newer version; and
 - (4) in the event that the Term is extended by you and us as provided by clause 4(b), we will be under no obligation to support a software environment that has been replaced by a newer version, and may decline to do so, in which case you will have no right to compensation.

7. Third Party Software

- (a) You and we agree and warrant that, insofar as the Product and Services included in the PP you are using are configured or designed or intended to be used in conjunction with or in reliance upon particular software or products in which the Intellectual Property rights are owned by a third party, neither you or we will knowingly or negligently cause the other Party to infringe those third party rights.
- (b) We warrant that it we have all necessary third party software licences or permissions required for it to provide and/or licence the Product and Services to you as contemplated by your Agreement with us.
- (c) You warrant that you will not apply or use the Product or Services in any manner that involves or results in the infringement of any third party's Intellectual Property rights.

- (d) In the event that a licence held by us from a third party in relation to software or a product is suspended or terminated without any fault by us, and that software or product is necessary for the ongoing provision or support of the Product or Services, we may suspend our provision to you or your access to the Product or Services, provided that we must use all reasonable endeavours to find and deploy a reasonably suitable replacement for the unavailable third party software or product in cooperation with you, at no additional cost to you.

8. Responsibilities of the Parties

(a) We will:

- (1) provide you with Tax Invoice(s) for all Fees charged;
- (2) provide the Product and Services in a timely manner;
- (3) respond to all inquiries and requests for assistance from you in a timely manner;
- (4) alert you in a timely fashion to any malfunction or other problem with the Product or Services of which we become aware that may affect the utility of the Product or Services to you;
- (5) offer you on reasonable terms any enhanced or improved versions or new features of the Product and Services that we develop, when it is reasonably practicable for us to do so; and
- (6) in the event that we sell our business, ensure that the sale arrangements include assistance to you to transition into an ongoing relationship with the new owner.

(b) You will:

- (1) use, and allow your Users to use, the Product and Services only in the manner and for the purposes contemplated by this Agreement;
- (2) not attempt to reverse engineer, decompile, copy, modify, or create a derivative product from any aspect of the Product or Services;
- (3) not on-sell or sub-license any aspect of the Product or Services;
- (4) not use the Services to transmit or store any harmful material, including without limitation: computer viruses, worms, time bombs, trojans, cancelbots, malware, or other malicious software;
- (5) not use the Services to transmit or store any unlawful or offensive material, including without limitation: defamatory statements, pornography, pirated material violating another party's Intellectual Property rights, seditious or terroristic information, and information breaching another person's moral or privacy rights;
- (6) use all passwords or other identification keys authorised by us for the use of Users strictly in accordance with our instructions, enforce confidentiality by Users in relation to these things, maintain all necessary security in relation to such things all times, and not allow any person to have unauthorised use of the same;
- (7) alert us immediately if you become aware of any malfunction or other problem with the Product or Services that diminishes the utility of the Product or Services to you, and take all reasonable steps to minimise any damage or loss flowing from such an event;
- (8) pay any and all Fees required by this Agreement in full and in a timely manner; and



(9)not encourage or permit any person, including any User, to do anything that you is prohibited from doing by this Agreement, in particular to breach our Intellectual Property rights in any aspect the Product or Services.

- (c) You and we, where feasible and appropriate, may cooperate together as follows:
- (1)to improve the Product and Services and their delivery and utility by you sharing your observations and experience and providing feedback, and by us consulting you regarding the further development and improvement of the Product and Services; and
 - (2)by conducting joint marketing exercises, including displaying one another's logos and names in customer lists, advertising material and on websites (including the Website).

9. Confidentiality

- (a) You and we each agree to maintain the confidentiality of the Confidential Information of each other, including:
- (1)not to disclose to any third party any of the other Party's trade secrets, technical or commercial know-how, or proprietary processes; and
 - (2)to use the other Party's Confidential Information only for the proper purposes of this Agreement and subject to any and all restrictions imposed by the other Party on the use of the Confidential Information.
- (b) Notwithstanding clause 9(a), you or we may disclose information that is the other Party's Confidential Information under a legal compulsion to do so.
- (c) Within 14 days of the expiry or termination of this Agreement, you and we will return or destroy all copies of the other Party's Confidential Information in your or our respective possession or control.

10. Warranties and Indemnities

- (a) In addition to any other warranties provided elsewhere in this Agreement, you and we each warrant to the other that you and we respectively have full legal capacity to enter into this Agreement, and to fulfil every obligation imposed by this Agreement.
- (b) You and we each indemnify and will keep the other Party indemnified against loss or damage that the other Party suffers resulting from the wilful or negligent acts or omissions of you or we respectively, including your or our officers, principals, employees and agents, in the performance of any aspect of this Agreement.
- (c) You and we will each hold the other Party harmless against any claims for loss or damages brought by a third party arising from the wilful or negligent acts or omissions of you or we respectively, including your or our officers, principals, employees and agents, in the performance of any aspect of this Agreement.

11. Termination

- (a) We may terminate this Agreement immediately in the event that you breach any prohibition stated in clauses 5, 8(b), or 9, or any warranty given by you in these Terms and Conditions.

- (b) You may terminate this Agreement at any time by giving us at least 14 days' notice, but will not be entitled to a refund of any part of your Fees unless we agree to pay such refund.
- (c) Either you or we may terminate this Agreement where sub-clause 14(i) applies.

12. Notices and other communications

- (a) Any Notice given by us pursuant to this Agreement will be delivered to you at the address for service that you provided to us at the time of your registration online, or such other address that you have notified to us for that purpose.
- (b) Any Notice given by you pursuant to this Agreement will be delivered to us at this address: PO Box 23, Leederville WA 6007, Australia, or such other address as we notify you for that purpose.
- (c) A Notice will be deemed to be delivered the same day that it is delivered by hand; and if posted between addresses in Australia, five business days after the date of posting.
- (d) We may communicate with you for any purpose other than serving a Notice by sending an email to you email address provided to us at the time of your registration online.
- (e) You may communicate with us for any purpose other than serving a Notice by sending an email to this address: admin@apexperience.com.au

13. Dispute Resolution

- (a) In the event that any dispute arises between you and us as to the interpretation or application of this Agreement (a "Dispute"), you and we will:
 - (1) first, attempt to resolve the Dispute by negotiation between you and us; and
 - (2) second, if such negotiation fails, attempt to resolve the Dispute with the assistance of a mutually acceptable, properly accredited mediator, applying a recognised code of mediation practice, provided that if the Parties are unable to agree on a mediator then they must request the Institute of Arbitrators and Mediators Australia to nominate one.
- (b) Neither you nor we will litigate a Dispute unless you or we (as applicable) have endeavoured, in good faith, to resolve the Dispute in the manner provided by clause 13(a) above, except for applications for urgent injunctions.

14. Additional Provisions

- (a) *Governing Law and Jurisdiction.* This Agreement will be governed by the laws in force in Western Australia, and you and we submit to the jurisdiction of the courts of that State in respect of any matter arising under the Agreement except where the applicable law expressly vests such jurisdiction in another court or adjudicative body, in which case you and we submit to the jurisdiction of that court or body.
- (b) *Entire Agreement.* You and we agree that:
 - (1) This Agreement constitutes the entire agreement between you and we in respect of the matters that it deals with, and all pre-contractual and collateral representations that may have been exchanged between you and us are expressly excluded. This paragraph (1) does not exclude the things included in the definition of "Agreement" in clause 15(a) below.

- (2) These Terms and Conditions are the only terms and conditions that apply to our Agreement with you.
- (c) *Invalidity.* If any provision of this Agreement is found to be invalid or unenforceable by any court or other body having jurisdiction over the Agreement, this Agreement will be read, to the fullest extent possible, as though that provision were removed from the Agreement, and the remainder of the Agreement will be given full effect as far as possible and will remain binding on you and us.
 - (d) *Waiver.* The waiver by either you or us of a particular right under this Agreement in respect of any default by the other Party on any particular occasion does not prejudice any future exercise of the relevant right by the waiving Party, or the waiving Party's right to apply other remedies that may be available to it, either under this Agreement or otherwise.
 - (e) *Other Remedies.* Except where such limitation is expressly stated, nothing in this Agreement will be taken to prevent either you or us from applying any remedy available to you or us respectively under the law in respect of any default by the other Party of its obligations under this Agreement.
 - (f) *Further Assurances.* You and we agree to perform such acts, execute and deliver such documents, and to do all things as may be necessary to accomplish the transactions contemplated by this Agreement.
 - (g) *Costs.* You and we will each bear its own costs of this Agreement and any extensions of the Term and modifications to the Product and/or Services. You will bear the costs of any amendments to the Agreement other than the said extensions and modifications. You are also liable for your own costs of using the Product and Services, including any adaptations you have to make to be able to use upgraded or changed versions of the Product or Services.
 - (h) *Amendments.* Amendments to this Agreement must be made in writing and be signed by both you and we, and amendments to the information you provided via the Sign-Up Page can be made by notice to us in accordance with clause 12.
 - (i) *Force majeure.* You and we will each be excused from the performance of any obligation under this Agreement where that performance is interrupted or prevented by the occurrence of some event or act of an unrelated third party beyond the control of the relevant Party, unless the effects of that event can be avoided or overcome without unreasonable expense, and provided that material non-performance by a Party for this reason will constitute a ground for termination of this Agreement by the other Party.
 - (j) *Survival.* The obligations imposed by the following provisions will remain binding upon the Parties and will survive the termination or expiry of this Agreement, namely clauses: 1(c), 7, 8(a)(6), 8(b)(2), 8(b)(6), 9, 10(b) and (c), 12, 13 and 14.

15. Definitions and Interpretation

(a) In this Agreement, unless the context otherwise requires, the following terms shall have the meanings shown below:

“Agreement” means the monthly subscription agreement for your use of the Product and receipt of the Services, which is composed of the PP, Sign-Up Page, the description of our supported software environments appearing on the Website at the time of your subscription, and these Terms and Conditions, and is made when you submit the Sign-Up Page online and we accept that submission and notify you of our acceptance;

“APE” means us, Applied Project Experience Pty Ltd (ACN 139 343 436), and its lawful successors and assigns, and includes our principals, officers, employees and agents when acting lawfully within the scope of their legal relationship with us;

“API” means application programming interface;

“Commencement Date” means the date selected by you via in the Sign-Up Page, on which you will commence your access to and use of the Product and Services subject to confirmation by us, or the date on which the Product and Services is actually available to you for your use, whichever is later;

“Confidential Information” means: (a) information that the Party disclosing the information indicates, at the time of disclosure, must be kept confidential, and (b) information that is disclosed in circumstances where it can reasonably be inferred that the discloser intends for the information to remain confidential, but does not include (c) any information that is already in the public domain at the time of disclosure, through no fault of the Party receiving the information;

“Data” includes all numerical, symbolic, textual or other data, including without limitation documents, written text, formatting instructions, metadata, plans, diagrams, schematics, photographs, video files and any other information uploaded by you (including by any User whether specifically authorised by you to do so or not) to a Server;

“Fee” includes any part of the fees that you have agreed to pay for the use of the Product and our provision to you of the Services by selecting the relevant Product and Services from the PPSD via the Sign-Up Page;

“Free Period” means any initial free period during which you have use of the Product and/or receive the Services, but are not obliged to pay Fees in accordance with clause 1 of these Terms and Conditions;

“iPad” means the product by that name produced and marketed by Apple Inc of California, USA, including any Australian affiliate or subsidiary of that corporation, and also any successor device or product designed to supersede or replace it;

“Intellectual Property” means any right in the nature of copyright, trademarks, patents, performing rights, screenrights, neighbouring rights to any of these types of rights, moral rights of authors or creators, and registered design rights, whether held as the owner or under licence or under some other contractual or equitable basis, and all other rights in intellectual property as defined in Article 2 of the WIPO Convention whether registered, registrable, patentable or not;

“Microsoft” means the Microsoft Corporation of 1 Microsoft Way, Redmond, Washington, USA, including any Australian affiliate or subsidiary of that corporation;

“Notice” means a notice given according to the requirements of clause 12;



“Sign-Up Page” refers to the online form on the Website via which you subscribe for the use of the Product and receipt of the Services;

“Party” means either you or us, and **“Parties”** means both you and us;

“PP” means the Pricing Plan and Product Description which we have posted on the Website, as amended or updated from time to time, including all ancillary information such as the descriptions of supported software environments, which is incorporated into our Agreement with you by operation of clause 1 of these Terms and Conditions;

“Product” means the product(s) we have licensed you to use in accordance with these Terms and Conditions, including the download and use of an iPad or Surface application, the use of and access to any web-based applications including all components of those things hosted on the Website or Server, and any API provided by us, and also including any items provided by a third party such as an authorised reseller at our direction for your use;

“Renewal Date” means the date 30 days after the Commencement Date, unless we and you otherwise agree;

“Server” means a server, database or other storage service owned, operated, hired or licensed by APE, including the computer facilities on which the Website is hosted, and including hosting facilities owned by a third party with which APE has a contractual relationship, whether accessed by the Subscriber with a computer via the world wide web or by an iPad or Surface via a telecommunications service;

“Services” means the service(s) we provide to you in conjunction with your use of and access to a Product, as identified and described in the PP, including but not limited to any of the following: email support; telephone support; backup retrieval bucket; systems integration; project extranet integration; participation in a development forum; data hosting; product use support; and commissioning, but does not include any aspect of the Product;

“software” includes both human-readable source code and machine-readable object code, and any associated files or procedures;

“Subscriber” refers to you, namely the person or entity identified in the Sign-Up Page as the user of the Product and receiver of the Services, and, in any references to the use or receipt of the Product or Services, includes all Users and other persons for whom these Terms and Conditions make you responsible or liable;

“Surface” means the tablet computing device by that named developed and sold by Microsoft and using Windows, and also any successor device or product designed to supersede or replace it;

“Term” means the term of this Agreement as provided by clause 4(a) of these Terms and Conditions;

“Terms and Conditions” mean these terms and conditions, which together with the information you submit to us via the Sign-Up Page; make up the Agreement between you and us;

“Tax Invoice” means an invoice that complies with the laws of the Commonwealth of Australia governing Goods and Services Tax;

“Us” (whether capitalised or not) refers to APE;

“User” means an individual person, whether a principal, employee or other associate of yours, who is authorised in compliance with this Agreement to use the Product and/or

receive the Services, and includes any person who assumes that person's position within your organisation;

"Website" means a website maintained by us for the purposes of providing support for the Product and Services;

"Windows" means any version of the operating system for personal computers and tablets, by that name, owned or licensed by Microsoft;

"WIPO" means the World Intellectual Property Organisation, and **"WIPO Convention"** means the multilateral international instrument constituting WIPO and also all other such conventions administered by WIPO.

"You" (whether capitalised or not) refers to the Subscriber

- (b) Unless expressed to the contrary, in this Agreement:
- (1) words in the singular include the plural and vice versa;
 - (2) any gender includes the other genders;
 - (3) if a word or phrase is defined its other grammatical forms have corresponding meanings;
 - (4) "includes" means includes without limitation;
 - (5) 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;
 - (6) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association or corporation;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation; and
 - (v) "\$", "dollars" or "AUD" is a reference to the lawful currency of the Commonwealth of Australia.
 - (7) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day. For the purposes of this paragraph "Business Day" means any day except Saturday, Sunday or any gazetted public holiday in the State of Western Australia.
- (c) Headings do not affect the interpretation of this Agreement.
- (d) Where there is any inconsistency between the clauses of these Terms and Conditions and the information you have provided via the Sign-Up Page, the terms of the clauses will prevail.
- (e) Where a Party is comprised of more than one individual person or entity, any reference to that Party in this Agreement to a right, action or duty implies those individual persons or entities jointly, and any reference to a liability or a status or a change in status refers to those individuals or entities severally.
- (f) If a Party is or includes a trustee, the trustee is bound by the provisions of this Agreement both as trustee and in its own right.
- (g) The person submitting the Sign-Up Page for the Subscriber declare(s) that he or she is duly authorised to do so on behalf of the Subscriber.



LAST UPDATED: 27 June 2017