

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- (a) Welcome to www.abodey.com.au (**Website**).
- (b) The Website is Abodey offers a range of services to support individuals in their home-buying journey, including the items below. These services are designed to enhance the home-buying experience and provide customers with the support and resources they need to make informed decisions throughout the process:
- (c) Customized Home Buying Plan: We create a personalized home-buying plan for each customer, taking into account their unique needs, preferences, and financial circumstances.
- (d) Professional Connections: Abodey facilitates connections with essential professionals, including mortgage brokers, conveyancers, and building and pest inspectors, at various stages of the home-buying process.
- (e) Property Matching: We utilize customer questionnaire responses to recommend properties that align with their specific requirements, ensuring a tailored match based on their needs and budget.
- (f) Negotiation Guidance: Abodey provides expert guidance (not advice) during property negotiations. This includes assessing property value and understanding its potential impact on the customer's financial situation, in collaboration with their chosen mortgage broker. Communication Management: We oversee and coordinate communications between customers and the professionals involved in the home-buying process. This ensures a smooth and efficient exchange of information.
- (g) Document Management: Abodey manages and securely stores essential documents on the platform, making them accessible to the relevant professionals as needed.
- (h) Settlement Support: We offer support during the settlement phase, guiding customers through final property inspections and providing clear instructions on the necessary steps and actions to be taken. These services are designed to enhance the home-buying experience and provide customers with the support and resources they need to make informed decisions throughout the process. (**Services**).
- (i) The Website is operated by Abodey PTY LTD (ACN 651081177). Access to and use of the Website, or any of its associated Products or Services, is provided by Abodey PTY LTD. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

- (j) Abodey PTY LTD reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Abodey PTY LTD updates the Terms, it will use reasonable endeavors 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. Use of RPData (CoreLogic) Information

- 2.1. **Access to RPData (CoreLogic) Information:** We, Abodey PTY LTD have access to RPData (CoreLogic) information through our subscription with CoreLogic, enabling us to provide property data and information to our users.
- 2.2. **Provision of Customised and Standard Reports:** The RPData (CoreLogic) information is utilized to compile customised reports and standard RPData reports for our customers, which are exclusively available to users with a free or paid subscription with us.
- 2.3. **No Data Manipulation:** We do not edit or adjust the data provided by RPData (CoreLogic). However, we may add explanations to support the data and present it in a digestible format for our customers. Visual representations of the data are modified for clarity and ease of understanding, but the underlying data provided by RPData (CoreLogic) is not altered, manipulated, or skewed in any way.
- 2.4. By subscribing to our services, users agree to acknowledge and adhere to these terms related to the use of RPData (CoreLogic) information in the reports and data provided. Any misuse, misrepresentation, or unauthorized reproduction of the RPData (CoreLogic) information is strictly prohibited and may result in legal action.

3. Collection of Personal Data

- 3.1. **Purpose of Data Collection:** As part of our process, we may request customers to provide personal data, which includes information about their personal lifestyle, property goals, budget, and any specific connections they may require to facilitate the purchase of a home. This data is crucial for tailoring our services to meet the individual needs of our customers.
- 3.2. **Voluntary Nature of Additional Questions:** While certain personal information is mandatory for registration and matching purposes, the questions related to personal lifestyle, property goals, budget, and connections are presented as part of a questionnaire and are entirely optional. We respect the privacy of our customers and understand the sensitivity of personal information. Customers are under no obligation to answer these optional questions. We aim to provide a comfortable environment for customers to share information at their discretion, without feeling pressured to disclose any details they are not comfortable with.

- 3.3. **Data Protection:** Abodey PTY LTD is committed to protecting the privacy and security of customer data, as explained in other sections of our "Website Terms and Conditions of Use (Services)" document. We handle and store personal data securely, in compliance with applicable privacy laws and regulations.

By using our services and providing personal data, customers acknowledge and consent to the collection and processing of their personal information for the specified purposes outlined above.

1. Data Protection and Security

- (i) **Data Protection Measures** We employ robust security mechanisms to protect your private data stored on our cloud servers. These mechanisms include, but are not limited to, encryption, access controls, firewalls, and regular security audits. We continuously monitor and enhance our security protocols to safeguard your data. Our team works diligently to identify and address any potential vulnerabilities.
- (ii) **Beta Phase and Zero-Day Concerns** Please note that as this service is currently in beta, it may be susceptible to unforeseen bugs, including zero-day security concerns. While we take utmost care to mitigate these risks, we cannot guarantee absolute immunity during this phase.
- (iii) **User Responsibilities** As a user, it is important to take proactive measures to protect your data. Please ensure the confidentiality of your login credentials, employ strong passwords, and refrain from sharing sensitive information.
- (iv) **Reporting Security Issues** We encourage users to report any security issues or vulnerabilities they may encounter while using our service. Your cooperation in promptly reporting such concerns is crucial in maintaining the security of our platform.
- (v) **Third-Party Services** In cases where third-party services are utilized for data processing or storage, we take reasonable steps to ensure these services adhere to stringent security standards.
- (vi) **Limitation of Liability** While we endeavor to provide a secure environment, we cannot be held liable for any data breaches or security incidents beyond our reasonable control.

4. Promotional and Discounts

- 4.1. **Promotional Codes:** From time to time, we may offer promotional codes that can be used to obtain discounts on our services. The following terms and conditions apply to the use of promotional codes:
- 4.2. The promotional code must be entered at the time of checkout and can only be applied to the specified services or packages.
- 4.3. Promotional codes are non-transferable and may not be redeemed for cash.
- 4.4. Each promotional code will have its own terms and conditions, including but not limited to the validity period, eligibility criteria, and any restrictions on use.

- 4.5. We reserve the right to modify, suspend, or cancel promotional codes at any time for any reason without notice.
- 4.6. Promotional codes cannot be combined with other offers unless otherwise specified.
- 4.7. Any misuse of promotional codes may result in the cancellation of the applicable order or transaction.
- 4.8. By using a promotional code, you agree to comply with these terms and conditions. We reserve the right to interpret, modify, or terminate the terms and conditions related to promotional codes at our sole discretion."
- 4.9. Feel free to provide more specific details about how you would like your promotional codes to be utilized, and I can further tailor the clause to align with your specific requirements.

5. Sharing Client Information:

- 5.1. In order to efficiently assist customers in their home buying journey, we may share their information, including personal details and questionnaire answers, with the professionals we refer. We take privacy seriously and handle all personal information in accordance with our Privacy Policy and applicable data protection laws.

6. Background Checks and Qualifications:

- 6.1. Prior to partnering with professionals, we conduct background checks to verify their qualifications and licenses. While we strive to ensure the accuracy and reliability of the information gathered during these checks, we cannot guarantee its absolute accuracy or completeness. Customers should independently verify the qualifications and credentials of the professionals we refer.

7. Referral to Professionals:

- 7.1. Our platform facilitates the referral of customers to qualified professionals such as conveyancers, mortgage brokers, and building and pest inspectors to assist in the home buying process. However, we do not guarantee the quality or suitability of the services provided by these professionals. Customers are responsible for engaging and contracting with professionals at their own discretion.

8. Staggered Release of Services and Tiered Packages

- 8.1. Staggered Release of Services: We will be releasing our services in a staggered approach, with different features and functionalities becoming available over time. As of November 2023, the initial product will be launched, including the features outlined in the tiered packages below. Additionally, starting from February 2024, we will release further features, improvements, and enhancements to our services. Please note that certain features and functionalities may be subject to change, modification, or removal at our discretion.

8.2. Tiered Packages:

8.2.1. Homebound Package 1 Entitlement Clause

- (i) As a subscriber to the Homebound Package 1, you are entitled to access the following services provided by Abodey PTY LTD for a once-off payment of \$150 (including GST), valid for 1 year:
- (ii) Abodey Webapp Platform, Brody AI 24/7 Chat, Standard Property Reports, Home Buying Tools and Resources: You will have access to all the services and features included in the Free package.
- (iii) Personalised Property Reports: You are entitled to request up to four (4) personalised property reports per month, with a limit of one (1) request per day.
- (iv) Connection to a Verified Mortgage Broker: Gain access to our network of verified mortgage brokers to assist you in your home buying journey.
- (v) Home Buying Strategy Sessions with an Abodey Agent: You are entitled to participate in up to two (2) home buying strategy sessions per month with our experienced Abodey Agents.
- (vi) Please note that this entitlement is subject to the terms and conditions outlined in our "Website Terms and Conditions of Use (Services)" document. By subscribing to the Homebound Package 1, you agree to abide by these terms and comply with the usage guidelines established by Abodey PTY LTD.
- (vii) As a subscriber to the Homebound Package 1, you are entitled to access the following services provided by Abodey PTY LTD for a once-off payment of \$150 (including GST), valid for 1 year:
- (viii) Abodey Webapp Platform, Brody AI 24/7 Chat, Standard Property Reports, Home Buying Tools and Resources: You will have access to all the services and features included in the Free package.
- (ix) Personalised Property Reports: You are entitled to request up to four (4) personalised property reports per month, with a limit of one (1) request per day.
- (x) Connection to a Verified Mortgage Broker: Gain access to our network of verified mortgage brokers to assist you in your home buying journey.
- (xi) Home Buying Strategy Sessions with an Abodey Agent: You are entitled to participate in up to two (2) home buying strategy sessions per month with our experienced Abodey Agents.
- (xii) Please note that this entitlement is subject to the terms and conditions outlined in our "Website Terms and Conditions of Use (Services)" document.

By subscribing to the Homebound Package 1, you agree to abide by these terms and comply with the usage guidelines established by Abodey PTY LTD.

8.2.2. Home Sweet Home Package 2 Entitlement Clause

- (i) As a subscriber to the Home Sweet Home Package 2, you are entitled to access the following services provided by Abodey PTY LTD for a once-off payment of \$350 (including GST), valid for 1 year:
- (ii) Everything in the Free Package: You will have access to all the services and features included in the Free package.
- (iii) Unlimited Personalised Property Reports: You are entitled to request unlimited personalised property reports, with a limit of one (1) request per day.
- (iv) Connection to a Verified Mortgage Broker: Gain access to our network of verified mortgage brokers to support your home buying process.
- (v) Connection to a Verified Conveyancer: You will be connected to a verified conveyancer who provides up to three (3) section 32/contract reads for properties you are interested in, enabling you to purchase with confidence.
- (vi) Connection to a Verified Building and Pest Inspector: Gain access to a verified building and pest inspector to assist in evaluating properties.
- (vii) Home Buying Strategy Sessions: You are entitled to participate in up to four (4) home buying strategy sessions per month (optional and at the buyer's discretion).
- (viii) Please note that this entitlement is subject to the terms and conditions outlined in our "Website Terms and Conditions of Use (Services)" document. By subscribing to the Home Sweet Home Package 2, you agree to abide by these terms and comply with the usage guidelines established by [Abodey PTY LTD.

8.2.3. Custom Quote Package 1 Entitlement Clause

- (i) The Custom Quote Package 1 is a tailored package designed to suit your budget and specific requirements. This package includes inclusions from all other available packages, and we can customize the quote to meet your needs and budget. Please reach out to our customer service team to discuss your custom quote and determine the best package for you.
- (ii) Please note that the entitlements for the Custom Quote Package 1 are subject to the terms and conditions outlined in our "Website Terms and Conditions of Use (Services)" document. By subscribing to the Custom

Quote Package 1, you agree to abide by these terms and comply with the usage guidelines established by [Your Company Name].

8.2.4. **Home Starter Free Subscription:**

- (i) Abodey Webapp Platform: You will have access to the Abodey Webapp platform, which includes the below listed features:
 - Brody AI 24/7 Chat: Utilize the Brody AI 24/7 chat feature to seek assistance, obtain information, and engage in conversations related to homebuying, real estate based questions, processes, how-to's and understanding the Australian Property Market.
 - Home Buying Tools and Resources: Avail yourself of various tools and resources designed to assist you in the home buying process, including our first home buyer guide, final inspection checklist, Abodey's steps, Abodey's NO BS Real Estate Podcast and other tools for home buyers.
 - Standard Property Reports: Access and download standard property reports for residential homes that you're interested in purchasing.

9. **Acceptance of the Terms**

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Abodey PTY LTD in the user interface.

10. **Subscription to use the Services**

- (a) In order to access the Services, you must first purchase a subscription through the Website (**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 Website 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) Mailing address
 - (iv) Telephone number
 - (v) Password

- (e) You warrant that any information you give to Abodey PTY LTD 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 Website (**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 at 12 months.
- (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 Abodey PTY LTD; 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.

11. 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 Abodey PTY LTD 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 Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Abodey PTY LTD providing the Services;
 - (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Abodey PTY LTD;
 - (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
 - (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in

- termination of the Services. Appropriate legal action will be taken by Abodey PTY LTD for any illegal or unauthorised use of the Website; and
- (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

12. Payment

- (a) All payments made in the course of your use of the Services are made using Stripe. In using the Website, 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 Stripe 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 Abodey PTY LTD 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.

13. Refund Policy

- (a) Abodey PTY LTD will only 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 Abodey PTY LTD 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.

14. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Abodey PTY LTD are subject to copyright. The material on the Website 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 Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Abodey PTY LTD or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Abodey PTY LTD, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

- (i) use the Website pursuant to the Terms;
- (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (iii) print pages from the Website for your own personal and non-commercial use.

Abodey PTY LTD does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Abodey PTY LTD.

- (c) Abodey PTY LTD retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website 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).
- (d) You may not, without the prior written permission of Abodey PTY LTD and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

15. Privacy

Abodey PTY LTD takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Abodey PTY LTD's Privacy Policy, which is available on the Website.

16. 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) Abodey PTY LTD 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 Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Abodey PTY LTD make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Abodey PTY LTD) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the products of Abodey PTY LTD; and
 - (iv) the Services or operation in respect to links which are provided for your convenience.

17. Limitation of liability

- (a) Abodey PTY LTD'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 Abodey PTY LTD, 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) We are not responsible for the actions, omissions, or any issues that may arise from the services provided by the professionals we refer. Any engagement, contract, or interaction between customers and these professionals is conducted independently of our platform. We shall not be liable for any damages, losses, or disputes arising from such engagements.
- (d) **Use of AI Technology:**

We utilize AI technology to enhance our services and provide personalized recommendations. The AI technology analyzes user data, preferences, and behavior patterns to deliver tailored content and suggestions. **Accuracy and Limitations:** Although our AI technology aims to provide accurate recommendations and information, we cannot guarantee its absolute accuracy or completeness. Users should exercise their own judgment and verify any information provided by the AI technology before making decisions.

(i) Data Collection and Privacy: We collect and process user data, including personal information, to improve our AI technology and provide personalized services. We are committed to protecting user privacy and will handle user data in accordance with our Privacy Policy and applicable privacy laws.

(ii) User Consent: Obtain user consent for the collection and use of their data for the purposes of utilizing AI technology. This can be accomplished through a separate consent checkbox during the registration or sign-up process.

(iii) Security Measures: Highlight the security measures in place to protect user data and the AI technology itself. This may include encryption, access controls, and regular security audits to ensure the safety and integrity of user data.

18. 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 Abodey PTY LTD. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, Abodey PTY LTD 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.

19. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Abodey PTY LTD 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 Abodey PTY LTD with 14 days' notice of your intention to terminate; and
 - (iii) closing your accounts for all of the services which you use, where Abodey PTY LTD has made this option available to you.

Your notice should be sent, in writing, to Abodey PTY LTD via the 'Contact Us' link on our homepage.

- (c) Abodey PTY LTD 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) Abodey PTY LTD is required to do so by law;
 - (iv) the provision of the Services to you by Abodey PTY LTD is, in the opinion of Abodey PTY LTD, no longer commercially viable.
- (d) Subject to local applicable laws, Abodey PTY LTD reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Abodey PTY LTD's name or reputation or violates the rights of those of another party.

20. Indemnity

You agree to indemnify Abodey PTY LTD, 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 Website or attempts to do so; and/or
- (c) any breach of the Terms.

21. Dispute Resolution

21.1. 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).

21.2. 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.

21.3. 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 Conflict Resolution Service;
- (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 Melbourne, Australia.

21.4. 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.

21.5. 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.

22. Venue and Jurisdiction

The Services offered by Abodey PTY LTD is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

23. Governing Law

The Terms are governed by the laws of Victoria, 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 Victoria, 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

24. 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.

