

CHECKTENDER WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

1. Website Terms and Conditions

- 1.1 This website including any applications, resources, online tools or interactive media at <https://www.checktender.com.au> (**Website**) is operated by CheckVault Pty Ltd AFSL 429768 ABN 46 159 355 781 of Level 26, 1 Bligh Street, Sydney NSW 2000, Australia (**CheckVault**), CheckVault's licensors and related bodies corporate ("**We**", "**Us**" or "**Our**"). "You" means the person (including a company) using or registering to use the Website.
- 1.2 Your access and use of the Website is conditional upon Your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Website, including those available at www.checktender.com.au/terms-and-conditions (collectively, the **Terms and Conditions**). Your use of some parts or features of Our Website may be governed by additional terms and conditions including in relation to our CheckVault service (**CheckVault Service**). Where this is the case those additional terms and conditions:
- (1) will apply to Your use of such parts of the Website or features in addition to these terms and conditions; and
 - (2) will prevail over these terms and conditions to the extent of any inconsistency.
- 1.3 CheckVault reserves the right to amend the Terms and Conditions at any time. In such circumstances CheckVault will place a notice on the Website advising that its Terms and Conditions have changed within a reasonable time after changes are made. You should visit this page and www.checktender.com.au/terms-and-conditions periodically to review the Terms and Conditions.
- 1.4 Your use and/or continued access to and participation in the Website after notice of the revised Terms and Conditions has been placed on the site, constitutes an agreement by You that You accept and agree to abide and be bound by the Terms and Conditions and any amendments. Should You object to any of the Terms and Conditions or any amendments Your only recourse is to immediately discontinue Your access, use or participation in Our Website. If You violate any Terms and Conditions, Your right to use and access the Website automatically terminates.

2. Services

- 2.1 The services available on the Website allow builders and developers (being private individuals, businesses, companies or other legal entities) to offer, buy and sell services required for design, build, construction, implementation, maintenance, development and other related projects (**Project**). The Website is intended to be used as an online venue and forum for buyers and sellers of those services to come together, by offering a transaction management service and project management tool for builders and developers to seek, respond to, and manage, tenders for such Projects. We must approve Your application to register for an account with Us for You to use Our services.
- 2.2 The services available for a buyer of services (**Buyer**) on the Website include:
- (1) Create and update Your buyer public profile on the Website;

- (2) Create a Website listing for new requests for tender pages to engage a service provider for the work required on a Project;
- (3) Communicate with bidders and potential service providers for the Project;
- (4) Negotiate the terms of engagement for that Project with potential service providers (**Sellers**) by using a customised contract negotiated between the relevant Buyer and Seller in a form acceptable to CheckVault to reach a binding legal agreement between the Buyer and the Seller in relation to the Project (including agreed payment terms and/or phases/milestones for progress payments);
- (5) Accept, or reject (in certain circumstances), a bid by a Seller for the services required under the request for tender for the Project;
- (6) Upload and download Content, Material, and other material, content and documents relating to the Project, in accordance with the Terms and Conditions;
- (7) Use of the CheckVault Service as a payment method for the transaction;
- (8) Track any updates and progress of the Project and manage and renegotiate (if required) the payment terms, milestones, phases etc, using the CheckVault Service;
- (9) Provide public feedback on the Seller's performance of the services provided in relation to the Project; and
- (10) Other associated services in relation to the Project or the Website.
(collectively, the **Buyer Services**)

2.3 The services available for a Seller on the Website include:

- (1) Create and update Your seller public profile on the Website;
- (2) Respond to a Buyer's request for tender page on the Website and place a bid to provide services for the Project;
- (3) Communicate with the Buyer;
- (4) Negotiate the terms of engagement for that Project with the Buyer by using the precedent contracts provided on the Website or using a customised contract in a form acceptable to CheckVault to reach a binding legal agreement between the Buyer and the Seller in relation to the Project (including agreed payment terms and/or phases/milestones for progress payments);
- (5) Submit a bid for the services required under the request for tender for the Project;
- (6) Upload and download Content, Material, and other material, content and documents relating to the Project, in accordance with the Terms and Conditions;
- (7) Use of the CheckVault Service as a payment method for the transaction;

- (8) Track any updates and progress of the Project and manage and renegotiate (if required) the payment terms, milestones, phases etc, using the CheckVault Service;
- (9) Provide feedback on the Buyer's performance of its obligations under the agreement in relation to the Project; and
- (10) Other associated services in relation to the Project or the Website.

(collectively, the **Seller Services**)

2.4 We will not charge You any fee to register for an account with Us or use the Services, except in specific circumstances set out in the Terms and Conditions and/or in relation to the CheckVault Service.

2.5 Further information on fees and deposit payment terms are available at <https://www.checktender.com.au/pricing>. A copy of the Escrow Deed is available at <https://www.checktender.com.au/legal>

3. Registration of CheckVault Account

3.1 You may register for membership and an account with Us on the Website as a Buyer if You:

- (1) are a resident of Australia; and
- (2) in the case of a business or a company, a valid ABN, ARBN, ACN; and
- (3) in the case of an individual, a valid Australian Driver's Licence or Passport; and
- (4) have a valid Australian mobile telephone number; and
- (5) are not under 18 years of age.

3.2 You may register for membership and an account with Us on the Website as a Seller if You:

- (1) are a resident of Australia; and
- (2) have a valid ABN, ARBN or ACN; and
- (3) have a valid Australian mobile telephone number; and
- (4) are not under 18 years of age.

3.3 If We accept Your registration, We will activate an account in Your name (**CheckVault Account**) and You will become a CheckVault member. You may only apply to register for one CheckVault account. You may only use the Buyer Services and/or the Seller Services (together, the **Services**) after Your account has been activated.

3.4 Subject to clause 3.5, You will be personally responsible for the CheckVault Account and You will be liable for any breach of the Terms and Conditions.

3.5 If You are seeking to register for a CheckVault Account on behalf of a company (with a valid ACN), You represent and warrant to Us that You are duly authorised and have legal capacity to enter into the Terms and Conditions in accordance with the *Corporations Act 2001* (Cth). You represent and warrant to Us that Your acceptance

of the Terms and Conditions and the performance of Your obligations hereunder have been duly authorised by the company and that the Terms and Conditions are a valid and legal agreement binding on the company and enforceable in accordance with its terms.

- 3.6 Your CheckVault Account is not transferable and You will remain liable for any activity on that account under the Terms and Conditions. You must report any unauthorised use of Your CheckVault Account to Us. Your CheckVault Account may not be dealt with in any way and You must not allow third parties to use Your account. It is Your responsibility to ensure Your Account and membership details are kept secure, and upon receipt of notification from You of use by another person, We will deactivate Your account password, and You will be required to create a new account password and/or log in details. You must not transfer or sell Your CheckVault Account to a third party.

4. Listing and Buying

4.1 If You are a Buyer:

- (1) You must not be legally prohibited from buying any request for tender item You list on Our Website. You must describe Your tender requirements completely and accurately and include all terms of purchase on the listing page of the Website. Your listings may only include text descriptions, graphics, pictures and other content relevant to the purchase of that item, including any information that You are required to provide under Applicable Law. The listing and the content of the listing must be Your own work or work that You are legally entitled to use.
- (2) If You accept a bid from a Seller, You must complete the transaction with that Seller upon the item's completion, unless there is an exceptional circumstance, such as:
 - (a) the Seller fails to meet the terms of Your listing (such as payment method);
 - (b) or You cannot authenticate the Seller's identity.
- (3) By accepting a bid or completing a transaction with a bidder upon the item's completion, You agree with the Seller to be bound by the conditions of sale included in the listing description, any subsequent communications or other documents (such as any tender documents) containing terms agreed between the parties and the written agreement entered into between the parties (customised contract negotiated between the relevant Buyer and Seller in a form acceptable to CheckVault), subject to Applicable Law and the Terms and Conditions.
- (4) You may retract Your request for tender listing at any time up to acceptance of a bid. However, if You fail to complete a transaction after a Seller's bid is accepted by You, in addition to CheckVault's right to temporarily suspend, indefinitely suspend or terminate Your CheckVault Account and membership under the Terms and Conditions for failure to complete a transaction without lawful excuse, You may be in breach of Your obligations to both CheckVault and the Seller and You may be held liable accordingly.

5. Bidding and Selling

5.1 If You are a Seller:

- (1) By bidding on a Buyer's request for tender listing You agree with the Buyer to be bound by the conditions of sale included in the listing description, any

subsequent communications between the parties and the written agreement entered into between the parties (customised contract negotiated between the relevant Buyer and Seller in a form acceptable to CheckVault), subject to Applicable Law and the Terms and Conditions.

- (2) If You are the successful Seller of a request for tender listing, You are obliged to complete the transaction with the Buyer, unless the request for tender listing or transaction is prohibited by law or the Terms and Conditions.
- (3) You may retract a bid at any time up to the Buyer's acceptance of Your bid. However, if You fail to complete a transaction after Your bid is accepted by the Buyer, in addition to CheckVault's right to temporarily suspend, indefinitely suspend or terminate Your CheckVault Account and membership under the Terms and Conditions for failure to complete a transaction without lawful excuse, You may be in breach of Your obligations to both CheckVault and the Buyer and You may be held liable accordingly.

6. Payment for products and the Services

6.1 Payment method and facilities

- (1) We do not accept cash or cheques as a form of payment for any products or services on the Website. We only accept (user initiated) direct transfers into the Escrow Account (as defined in the Escrow Deed). Before such payment is made, you must submit a notification of the transfer. We will issue you with a reference number that you must include when making payment. We will then reconcile and confirm the transfer into our account and issue you with a receipt of funds within a reasonable time.

6.2 Payment without using the CheckVault Service

- (1) If the CheckVault Service provided by CheckVault is not used in relation to any transaction through the Website, the Buyer and Seller of each transaction will agree to the terms of payment as between them. CheckVault, its licensors, contractors and related bodies corporate are not involved in any way and are under no obligation to assist the parties in the transaction process, including without limitation, negotiation or facilitation of any payment.

6.3 Payment using the CheckVault Service

- (1) If the CheckVault Service provided by CheckVault is used in relation to any transaction through the Website:
 - (a) You agree to the terms of the Escrow Deed, as amended from time to time; and
 - (b) all payments must be made in accordance with clause 6.1; and
 - (c) any amount paid into escrow will be subject to the terms of the Escrow Deed, as amended from time to time (available at <https://www.checktender.com.au/legal>). The Escrow Deed includes the following terms:
 - (i) a reference number will be allocated for each milestone;
 - (ii) payment of monies will be transferred into the Agent's bank account (including the relevant reference numbers);
 - (iii) the monies will be held in accordance with the terms of the Escrow Deed until released by the Agent;

- (iv) the Seller requests release of the money. If the Buyer agrees, the money is released. All parties must agree for the money to be released, as set out in the Escrow Deed;
- (v) any disputes in relation to the CheckVault Service will be dealt with in accordance with the terms of the Escrow Deed.

7. Manipulation and Inappropriate Trading Conduct

- 7.1 You agree not to manipulate the price of any request for tender item listing by, for example, conducting, encouraging or permitting certain activities (for example, shill or phony bidding). You also must not, in any way, interfere with the tender listings of other members.
- 7.2 We reserve the right, to cancel any bids which We consider, in Our sole and absolute discretion, are manipulative or in breach of these Terms and Conditions. However We are under no obligation to do so or to take any action whatsoever.

8. Intellectual Property Rights

- 8.1 The content of this Website, including all information, documents, data, text, graphics, images, video, audio, software, advertisements, precedent contracts and other content and material (**Material**), is and remains at all times the property of CheckVault, its licensors and related bodies corporate and is protected by Australian and international copyright law.
- 8.2 You may use this Material for Your internal business purposes only and may download a single copy of the Material, keep a temporary copy in Your computer's cache and make a single hard copy. The Material may not otherwise be used, copied, reproduced, published, framed, stored in a retrieval system, altered, licensed or transmitted in any form or by any means, in whole or part, unless expressly provided for in the Website or expressly authorised in writing by CheckVault.
- 8.3 All names, logos and trademarks are the property of CheckVault or third parties. Nothing on the Website should be construed as granting any licence or right to use any name, logo or trademark without the express prior permission of CheckVault or the relevant owner.
- 8.4 If You wish to report potential infringement of Intellectual Property Rights or other inappropriate conduct, You may do so by emailing us at support@checktender.com.au.

9. Your Use of the Website

- 9.1 You must not use the Website in any manner or for any purpose that is unlawful, or in any manner that violates any right of CheckVault, or that is prohibited by the Terms and Conditions. In particular it is a condition of Your use of and/or access to the Website that You do NOT do any of the following:
 - (1) disrupt or interfere with the Website or any servers, software, hardware or equipment connected to or via the Website;
 - (2) restrict or inhibit any other user from using or enjoying the Website;
 - (3) distribute or transmit any Material of any kind which contains a virus or other harmful component; or
 - (4) violate any applicable law relating to Your use of the Website.

- 9.2 In the Terms and Conditions, **Applicable Law** in relation to any person, action or thing means the following in relation to that person, action or thing:
- (1) any law, rule or regulation of any country (or political sub-division of a country);
 - (2) any obligation under any licence in any country (or political sub-division of a country);
 - (3) any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

10. User-Generated Content

10.1 In respect of information, data, text, emails, files, names, likenesses, logos, artwork, graphics, images, video, audio, HTML or other web design code, image maps, software applications, bids and other content or material uploaded, sent or communicated by You or on Your behalf to the Website (**Content**), You acknowledge and agree that You are responsible for:

- (1) the suitability, installation, configuration, uploading, downloading, use, operation, communication, accuracy and legality of the Content, and that CheckVault does not monitor, install, configure, download, review, authorise, edit or alter Content; and
- (2) the back up of the Content and any other data or files, unless otherwise expressly agreed by Us.

10.2 You authorise and license Us to:

- (1) access, copy, monitor, reproduce, communicate, distribute, perform and display the Content for the purposes of providing the Website and any associated services to You; and
- (2) disclose information collected about You to suppliers and other third parties with whom We have commercial relationships, for marketing and other purposes including in any of Our promotional or communication activities conducted in Australia or overseas.

10.3 You warrant that the Content and Your use of the Content:

- (a) complies with all Applicable Laws;
- (b) is not obscene, indecent, unsuitable for minors, excessively violent, misleading, deceptive or defamatory;
- (c) does not infringe any intellectual property rights or other rights of any entity or person;
- (d) is not damaging to Our servers or any other servers on the internet;
- (e) is not false, inaccurate or misleading or deceptive;
- (f) is not fraudulent or involves the sale of counterfeit or stolen items;
- (g) is not defamatory, libellous, threatening or harassing;

- (h) is not obscene or contain any material that, in CheckVault's sole and absolute discretion, is in any way inappropriate or unlawful, including without limitation, obscene, inappropriate or unlawful images;
- (i) does not contain any content that is prohibited or that, in CheckVault's sole and absolute discretion, may be prohibited content for the purposes of the *Broadcasting Services Act 1992* (Cth);
- (j) does not include material or resources relating to hacking/phreaking, viruses, anarchy, or that promote or participate in willful harm to Internet sites or ISPs, including without limitation, any malicious code, data or instructions that intentionally or unintentionally causes harm or subverts the intended function of the Website (such as viruses, Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information);
- (k) does not create liability for Us or cause Us to lose (in whole or in part) the services of Our ISPs or other suppliers; or
- (l) does not link, or refer, directly or indirectly to or include descriptions of goods or services that:
 - (i) are prohibited under Applicable Law or the Terms and Conditions; or
 - (ii) You do not have a right to link, or refer, to or include.

10.4 We may without notice to You at any time remove, amend, alter or deny access to any Content or Material and any other material or content, including cancelling any bids, in Our sole and absolute discretion if:

- (1) We are required to do so by any Applicable Law or order or judgment of a Court or tribunal of fact or law or other competent body (including any "take down notice" issued under the *Broadcasting Services Act 1992* (Cth)); or
- (2) in Our opinion any such Content is obscene, offensive, indecent, excessively violent, illegal, misleading, manipulative or defamatory, or otherwise unacceptable, undesirable or objectionable, or if We need to investigate possible breaches of these Terms and Conditions; or
- (3) in Our opinion, we consider a bid is manipulative or in breach of these Terms and Conditions. However, We are under no obligation to do so or to take any action whatsoever.

11. Indemnity

11.1 You indemnify CheckVault against any losses, liabilities, costs, expenses or third party claims incurred or suffered by or made against CheckVault in connection with, or arising directly or indirectly as a result of, Your use of access to or participation in the Website, Material or Content or any breach or violation of the Terms and Conditions.

12. Links and Advertisements

12.1 The Website may contain hyperlinks and other pointers to internet websites operated by third parties (**Linked Sites**). The Linked Sites are not under the control of CheckVault and CheckVault is not responsible for the contents or availability of any Linked Site or any hyperlink contained in a Linked Site. CheckVault provides these

links to You as a convenience only and the inclusion of any link does not imply an endorsement of the Linked Site by CheckVault. You link to a Linked Site entirely at Your own risk. CheckVault is not a party to any transaction between You and a Linked Site.

- 12.2 The Website may also contain third party advertisements (that may or may not contain embedded hyperlinks or referral buttons to Linked Sites). The display of such advertising does not in any way imply an endorsement or recommendation by CheckVault of the relevant advertiser, its products or services or any such Linked Site. You are referred to the relevant advertiser for all information regarding the advertiser and its products and/or services. To the extent permitted by law CheckVault accepts no responsibility for any interaction between You and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

13. Cookies

- 13.1 During Your use of the Website, We may issue to and request from Your computer blocks of data known as "cookies". By using this Website You authorise Us to issue such cookies to Your computer.

CheckVault is Not an Auctioneer

- 14.1 We are not a traditional "auctioneer". The Website provides an online venue and forum to allow Buyers and Sellers to communicate and offer, sell, and buy products and services required for a Project in a variety of formats, including a fixed price format and an auction-style format commonly referred to as an "online auction".
- 14.2 You acknowledge and agree that CheckVault is not involved in or a party to the actual transaction between Buyers and Sellers. CheckVault has no control over the quality, safety or legality of items or content posted by users of Our Website, the truth or accuracy of listings, the ability of Sellers to provide the services required or the ability of Buyers to buy services. We cannot ensure and do not guarantee that a Buyer, Seller or browser of the Website will actually complete a transaction or act lawfully when using Our Website.
- 14.3 When You enter into a transaction You create a legally binding contract with another member, unless the transaction is prohibited by law or the Terms and Conditions. You are responsible for ensuring that You comply with Your obligations to that other member. If You do not, You may become liable to him or her. You must ensure that You are aware of any laws relevant to You as a Buyer or Seller, or in any other uses You make of the Website including in relation to the CheckVault Service. If another member breaches any obligation to You, You are responsible for enforcing any rights that You may have against that member or otherwise.
- 14.4 CheckVault does not offer any form of insurance or other buyer or seller protection. The Website only provides an online venue for members to offer, sell, and buy and We are not otherwise involved in the transactions and interactions between Buyers and Sellers.
- 14.5 You acknowledge and agree that user identification on the Internet is difficult, and CheckVault cannot and does not confirm each member's purported identity. The member-initiated feedback system is intended to assist You to evaluate the member You choose to deal with. We also encourage You to communicate directly with potential trading partners through the tools available on Our Website. You may also wish to consider using the CheckVault Service or services that provide additional user verification.
- 14.6 We send You communications and notices regarding Your transactions and Your account on the Website. They do not represent any endorsement, guarantee or

legitimation of Your transactions. You are responsible for completing all transactions You participate in (including monitoring their status and complying with all relevant legal obligations). Other members may provide Us with information about a transaction. We do not control, endorse or approve this information by making it available to You. If You find information posted by other members to be offensive, harmful, inaccurate, or deceptive, please use caution and common sense, and practice safe trading when using the Website. Please note that there are risks in using the Website, including dealing with under age persons, people acting under false pretence or people engaging in misleading or deceptive conduct.

15. Disclaimer

15.1 To the extent permitted by law, and subject to clause 16.2, You acknowledge and agree that CheckVault, its licensors or related bodies corporate, are not involved in the actual transaction between Buyers and Sellers and that CheckVault, its licensors or related bodies corporate, are not involved with or a party to any transactions that take place between members. CheckVault, its licensors or related bodies corporate, do not accept any liability in respect of Your involvement in any mediation, arbitration, tribunal hearing, court proceeding or other proceedings (of whatever nature) with a Buyer or a Seller (as the case may be) in any way arising out of or in any way connected with Your transaction, the Terms and Conditions, the Services, the Website, the Material or their use.

15.2 CheckVault may plead the Terms and Conditions in bar to any claim, action, proceeding or suit brought by You, against CheckVault its licensors or related bodies corporate, for any matter arising out of any CheckVault transaction or otherwise in respect of the Terms and Conditions.

15.3 To the extent permitted by law, and subject to clause 16.2:

- (1) this Website and all Material are provided on an "as is" basis without any warranties or guarantees of any kind. You should seek Your own legal advice in this regard;
- (2) all statutory and implied guarantees, warranties, and conditions of any kind, including but not limited to guarantees, warranties and conditions of merchantability and fitness for a particular purpose are expressly disclaimed;
- (3) CheckVault, its directors, employees, related bodies corporate and suppliers do not warrant or make any representations about:
 - (a) the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Material;
 - (b) the compliance of the Material with any Applicable Laws; the use of the Material to comply with any Applicable Laws, or Your obligations under Applicable Laws, including but not limited to any occupational health and safety or workplace laws; or
 - (c) the storage, backup, integrity or security of the Content.

The use of the Website, the Services and the Material is at Your own risk.

- (4) CheckVault, its directors, employees, related bodies corporate and suppliers, do not warrant that Your access to the Website, Material and Content will be uninterrupted or that the Website will operate error free, that any defects will be corrected or that this Website, Material, Content and their servers are free of computer viruses and other harmful data, code, components or other material;

- (5) CheckVault, its directors, employees, related bodies corporate and suppliers, do not warrant that they will be able to prevent any illegal, harmful or inappropriate use, modification or alteration of the Website, Material or Content, or that they will give notice of such use, modification or alteration; and
 - (6) if Your use of the Website or the Material results in the need for servicing or replacing equipment or data (including the Content), CheckVault, its directors, employees, related bodies corporate and distributors are not responsible for those costs.
- 15.4 You agree that You have not relied on any information or advice given or statement or representation made (whether negligently or not) by CheckVault or any person purporting to represent CheckVault in relation to this Website or the Material. You acknowledge that it is Your responsibility to seek independent advice regarding Your obligations under and compliance with Applicable Laws.

16. Limitation of Liability

- 16.1 Subject to clause 16.2, to the extent permitted by law, CheckVault, its directors, employees and suppliers and any of its related bodies corporate will not be liable for any direct, indirect, consequential, special, incidental, exemplary, or punitive loss or damages of any nature whatsoever, including any loss of profit, expectation, revenue, opportunity or goodwill, or loss or corruption of data, arising directly or indirectly under or in any way in connection with, the Terms and Conditions, the Services, the Website, the Material or their use, whether in contract (including under any indemnity or warranty), tort (including negligence), in equity, under statute or otherwise, and whether or not reasonably foreseeable or actually in the contemplation of the parties.
- 16.2 To the extent permitted by law, the liability of CheckVault, its directors, employees and suppliers and any of its related bodies corporate under any guarantee, condition or warranty which cannot be excluded (including under the *Competition and Consumer Act 2010* (Cth) and corresponding state and territory legislation) is limited at the option of CheckVault to the following:
- (1) in the case of services:
 - (a) the supply of the services again; or
 - (b) the payment of the cost of having services supplied again; and
 - (2) in the case of goods:
 - (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of such goods;
 - (c) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (d) the payment of the cost of having the goods repaired.
- 16.3 If a jurisdiction does not allow the exclusion or limitation of liability in accordance with clause 16.2 but allows a limitation of a certain maximum extent then liability is limited to that extent.

17. Complaints

- 17.1 We encourage members at first instance to attempt to resolve any dispute by contacting the other member directly. If this is unsuccessful, and You have a complaint about a member, request for tender listing or a transaction conducted through the Website, please set out Your complaint in writing to Us via email at support@checktender.com.au (**Complaints Process**).
- 17.2 We will aim to respond to the first notice of Your complaint within 10 business days of receipt.
- 17.3 CheckVault, its licensors and related bodies corporate are under no obligation to resolve any complaint or dispute You may have in relation to the Website, including without limitation, the Services, Materials or the CheckVault Service.

18. Dispute Resolution

- 18.1 If a resolution is not available by way of the Complaints Process, We encourage You to resolve Your dispute with other members directly by using a certified mediator or arbitrator. Alternatively, You may report the incident to Your local policy or law enforcement agency as appropriate.
- 18.2 Subject to clause 18.5, any dispute or claim arising out of, or in connection with, the Terms and Conditions between CheckVault and You may be referred for dispute resolution for final and binding commercial arbitration administered through and under the Rules of either the Australian Centre for International Commercial Arbitration (<http://www.acica.org.au>), or the Australian Commercial Disputes Centre (<https://www.acdcltd.com.au>).
- 18.3 You and CheckVault agree to be bound by the outcome of such arbitration and to pay the arbitrator's remuneration in equal shares. Each party must pay its own costs (and split equally any joint costs) of the arbitration.
- 18.4 If a mutually acceptable outcome cannot be reached by arbitration under clause 18.2, clause 20.5 will apply.
- 18.5 Any disputes in relation to the CheckVault Service will be dealt with in accordance with the terms of the Escrow Deed.

19. Termination

- 19.1 CheckVault may terminate these Terms and Conditions and Your access to the Website and Materials at any time without notice. In the event of termination You must immediately cease accessing and using the Website and Materials and (at CheckVault's option) return any hard copies of the Material to CheckVault or destroy any hard copies and any other electronic copies of the Material within Your control or possession. All restrictions imposed on You, licences granted by You and all disclaimers, indemnities and limitations of liability set out in the Terms and Conditions will survive.
- 19.2 Without limiting any other remedies available to CheckVault at law, in equity or under the Terms and Conditions, CheckVault may, in its sole and absolute discretion, suspend or terminate Your CheckVault Account and membership if We reasonably suspect or believe, or are informed by a government authority, that:
- (1) You have breached the Terms and Conditions;
 - (2) You have engaged or may engage in fraudulent activity using, or otherwise in connection with Your use of the Website (by conviction, settlement, insurance or escrow investigation, or otherwise in Our sole and absolute discretion);

- (3) We are unable to verify or authenticate Your identity or any information You have provided to Us;
 - (4) Your actions may cause loss or damage to or otherwise unlawfully harm You, Our members, third parties, or Us; or
 - (5) Your Content is inappropriate or offensive in nature.
- 19.3 You will have no claim whatsoever against CheckVault in respect of any such suspension or termination of Your CheckVault Account and membership under this clause 19.

20. Miscellaneous

- 20.1 CheckVault may, at any time, assign, subcontract, delegate or transfer in any manner whatsoever its rights or obligations arising out of or in connection with this document, in whole or in part, on more than one occasion to any of its related bodies corporate without Your consent.
- 20.2 If any provision of the Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms and Conditions, which will continue in full force and effect. All rights not expressly granted are reserved.
- 20.3 Changes are periodically made to the Website and Material and may be made at any time without notice.
- 20.4 These Terms and Conditions are the entire agreement and understanding between You and CheckVault on everything connected with the subject matter of these Terms and Conditions; and supersede any prior agreement or understanding on anything connected with that subject matter.
- 20.5 The Terms and Conditions are governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.