



## FRETHAN TERMS AND CONDITIONS OF USE

### 1. About the Platform

- (a) **Welcome to Frethan:** Frethan (the 'platform') is a global supply chain management system that connects suppliers and importers worldwide. Our platform leverages blockchain technology to ensure secure and transparent transactions.
- (b) **Community and Technology:** Our platform hosts an international trade community, facilitating interactions between:
  - (i) parties providing products (Suppliers or you); and
  - (ii) parties receiving products (Buyers or you),utilizing blockchain technology to safeguard transactions for Buyers and ensure efficient and secure product exports for Suppliers (collectively, 'Users').
- (c) **Platform Operation:** The platform is operated by Frethan Technology (ACN 648 923 193) ('Frethan'). Access to and use of the platform, along with any associated products and services, are provided by Frethan. Please read these terms and conditions (the 'Terms') carefully. By using, browsing, or reading the platform, you acknowledge that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must cease using the platform and any of its services.
- (d) **Service Provision:** Frethan functions solely as the operator of the platform, providing software, processes, and document templates for international trade (our 'Services').
- (e) **User Responsibility:** Each user is solely responsible for selecting the appropriate Buyer or Supplier for their needs. Users must determine whether another user is suitable for the required transaction and are solely responsible for interactions with other Users.
- (f) **Terms Updates:** Frethan reserves the right to review and update the Terms periodically. When updates are made, Frethan will make reasonable efforts to notify you. Any changes to the Terms take immediate effect from the date of publication.

### 2. Acceptance of the Terms

You agree to these Terms by registering for the Services, making any required payment under the Terms for use of the Services, or by clicking to accept the Terms through the user interface, where provided by Frethan.

### 3. User Account

- (a) **Access to Services:** Users must register for an account (Account) through the platform to access the Services. Frethan reserves the right to deny access to its Services at its sole discretion.
- (b) **Registration and Acceptance:** By registering for an Account on our platform, you agree to the membership terms and conditions by clicking 'I accept' in the user interface. Clicking the 'register' button confirms your agreement to our Terms and Privacy Policy, accessible through our interface, indicating that you have read, understood, and accepted these documents.
- (c) **Registration Data:** As part of the registration process or continued use of the Services, you may need to provide personal information, including:

(i) Email address (ii) Preferred user name (iii) Mailing address (iv) Telephone number (v) Password (vi) ABN (Registration Data)

- (d) **Accuracy of Information:** You warrant that all information provided to Frethan during registration and throughout your Account's duration is accurate, correct, and up to date.
- (e) **Verification:** Frethan reserves the right to verify and accept Users in its sole discretion and may conduct additional inquiries to confirm identity and background.
- (f) **Maintenance of Information:** Users are responsible for keeping their Registration Data and contact information accurate and current.
- (g) **Eligibility:** You may not use the Services or accept the Terms if:
  - (i) you are not legally capable of forming a binding contract with Frethan; (ii) you lack legal standing or authorization; (iii) you are prohibited by Australian law or local laws from receiving the Services.
- (h) **Electronic Consent:** By using the platform, users explicitly consent to Frethan electronically storing Registration Data and any materials or information submitted through the platform.

#### 4. Role of Frethan

- (a) Frethan serves as an introducer service and process management platform. Subscription fees are paid for access to the platform and the support services provided by Frethan within it.
- (b) Users acknowledge that Frethan's primary function is to introduce Users to each other. Users agree that Frethan is not liable for and assume sole responsibility and risk regarding which Users they choose to engage with, and any communications, interactions, disputes, transactions, or liabilities arising between Users.
- (c) Users agree that:
  - (i) Frethan will not be liable to any person in relation to the offer for sale or supply of any products or services advertised on the platform, including any resulting loss or liability;
  - (ii) Frethan is not responsible for enforcing any contractual obligations arising from transactions between Users and has no obligation to mediate disputes between parties;
  - (iii) Frethan is not responsible for the accuracy of information or content provided by Users on the platform;
  - (iv) Frethan cannot be held responsible for the actions, omissions, or representations of Users, whether on or off the platform;
  - (v) Frethan cannot guarantee the truth, accuracy, completeness, currency, or lack of deception in any information provided by Users.

#### 5. Verification and compliance with Import Regulations

- (a) **Buyer's Responsibility:** The Buyer is solely responsible for verifying that the Products are legally eligible for import into Australia.
- (b) **Liability for Customs Delays:** Frethan shall not be held liable for any orders that are delayed or impeded at customs.
- (c) **Consultation with Customs Broker:** Before finalizing a purchase order, the Buyer must consult with a customs broker to ensure compliance with all relevant import regulations.

- (d) **Supplier Verification:** All Suppliers must undergo a verification process before they can accept purchase orders on the platform. This verification is included in the Supplier subscription fee or can be purchased as a one-time service for a single order.

## 6. Your obligations as a User

As a User, you agree to adhere to the following:

- (a) you will not share your profile with any other person;
- (b) you will use the Services only for purposes that are permitted by:
  - (i) the Terms; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you are solely responsible for protecting the confidentiality of your password and/or email address. Any use of your password by another person may result in immediate cancellation of the Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to promptly notify Frethan of any unauthorised use of your password or email address or any breach of security you become aware of;
- (e) you must not impersonate another user or use another's user's profile or password at any time, either explicitly or implicitly;
- (e) if an Account shows signs of suspicious activity or if any information provided during the registration process or thereafter proves to be inaccurate, misleading, not current, out-of-date or incomplete, Frethan may suspend, cancel or edit the Account.
- (f) any content that you broadcast, publish, upload, transmit, post or distribute on the platform (**Your Content**) must be accurate, correct and up-to-date and you will maintain reasonable records of Your Content;
- (g) you must not harass, impersonate, stalk, or threaten another user of the platform when interaction with other users is available;
- (h) access and use of the Platform is limited and non-transferable and is provided solely for providing users with the Services;
- (i) you will not use the Services or the platform for any commercial endeavours specifically endorsed or approved by Frethan;
- (j) you will not use the Services or platform for any illegal and/or unauthorised use which includes collecting email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the platform;
- (k) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from user profiles without notice and may result in termination of the Services. Frethan reserves the to take appropriate legal action against any illegal or unauthorised use of the platform; and
- (l) you acknowledge and agree that any automated use of the platform or its Services is prohibited.

## 7. Legal obligations of Users

You are solely responsible for and must comply with all the various legal obligations that vary by jurisdiction when exporting and importing products internationally using the platform. You

and your affiliates shall comply with applicable laws and regulations in conducting your respective businesses including:

(a) Compliance with local export laws

Suppliers must adhere to the export control laws and regulations of their home country including as to arms regulation, trade restrictions and embargoes. Exporters must ensure they are not transacting with countries, entities or individuals subject to sanctions, trade restrictions or embargoes.

(b) Customs regulations

(i) Declarations and documentation

Accurate customs declarations and the proper documentation must be provided for the exported products.

(ii) Tariffs and duties

Payment of applicable tariffs, duties and taxes.

(c) Regulatory compliance

User is responsible for complying with regulations that are specific to your industry when importing and exporting Products, for example, food products, chemicals, vehicle and automotive parts, electronics or pharmaceuticals.

(d) Product Health, Product Safety and Labelling/Packaging

You are required to ensure that all products exported or imported are tested, covering chemical, biological, and physical hazard assessments, and comply with all relevant health and safety laws and regulations, as well as product safety and quality standards of both the country of manufacture and the country of import, including applicable international standards. The exporting party must provide all necessary documentation and certifications, such as certificates of origin, safety data sheets (SDS), and quality assurance reports. It is the user's responsibility to ensure that products shipped include all required labelling (including safety alert labels), as well as operation, installation, maintenance, and safety manuals, in accordance with local and international standards. Users must also ensure compliance with labelling and packaging requirements in all relevant jurisdictions.

(e) Environmental Protection

Users shall comply with all applicable environmental laws, regulations, and standards of importing and exporting jurisdiction in relation to production, transportation and the disposal of Products including the provision of certification or other documentation verifying compliance.

(f) Labour

Users shall comply with all applicable, international, federal, state and local laws, regulations and codes in force from time to time of any applicable jurisdiction regarding labour practices including but not limited to laws governing modern slavery, wages, working hours, child labour, forced labour and workplace safety.

(g) False advertising

You agree not to use any advertising or promotional materials that contain false, deceptive, or misleading statements, claims or representations.

(h) Unfair competition

For the purposes of these Terms, **Unfair Competition** shall include, but not be limited to, any actions by a User that:

- (i) misappropriates the proprietary information, trade secrets, customer lists, or intellectual property of the other User;
- (ii) engage in deceptive, fraudulent, or unethical business practices intended to harm the other user's business or reputation;
- (iii) solicit or entice away any customers, clients, or employees of the other User;
- (iv) use the other User's confidential information to gain an unfair competitive advantage;
- (v) violate any laws or regulations pertaining to fair competition.

A User shall not engage in any form of Unfair Competition against the other User in a manner that is inconsistent with or in breach of unfair competition laws and regulations in the relevant jurisdictions.

(i) Data Privacy

(i) Data ownership

All data collected, processed, or stored in the platform for the purpose of importing and exporting overseas remains the sole property of the User that generated that data.

(ii) Data purpose limitation

User shall collect and process data only for the purpose of import and export operations and the data collected and processed will be used solely for the purpose of facilitating, managing and documenting import and export transactions. User agrees not to use the data for any other purpose without explicit consent or legal obligation.

(iii) Cross-border data transfers

User must ensure that any transfer of data overseas complies with applicable data protection laws and regulations in force from time to time including obtaining necessary consents or implementing the required legal safeguards of any jurisdiction or informing data subjects about the potential risks to data security and privacy when transferring data overseas.

(iv) Data retention

Users must ensure compliance by retaining data only for the duration necessary to fulfill the purposes outlined in these Terms or as mandated by relevant laws and regulations in their respective jurisdictions. Each user agrees to adhere to all data and privacy laws governing the collection, processing, storage, and transfer of personal data, including compliance with applicable data protection frameworks such as the General Data Protection Regulation (GDPR).

(h) Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF) and Anti-Bribery

Each user must comply with all applicable laws and regulations in force from time to time in the applicable jurisdictions in relation to AML, CTF and anti-bribery.

(i) Intellectual Property (IP)

Users must comply and respect intellectual property laws including but not limited to patent law, copyright law, trade mark or design law in the relevant jurisdictions. Each User shall ensure compliance in the applicable jurisdictions.

(j) International agreements and treaties

Users agree to comply with all applicable international agreements and treaties. This includes adhering to all laws, regulations, and protocols set forth by international bodies and ensuring that all actions and conduct align with global standards and commitments

(k) Disputes

In the event of any dispute or claim arising between Users, Users agree to release and indemnify Frethan (including its directors, officers, employees, agents, and affiliates) from all actions, claims, demands, proceedings, costs, expenses, and damages, including but not limited to any actual, special, incidental, or consequential damages arising out of or in connection with such dispute or transaction.

## **8. Liquidated Damages for Non-Circumvention and No Solicitation**

To the fullest extent permitted by applicable law, from the date you open a subscription Account and for the longest enforceable period of (a) 2 years; (b) 12 months; or (c) 6 months after the termination of these Terms for any reason (the "Restricted Period"), the User shall not, without the prior written consent of Frethan, directly or indirectly:

- (a) solicit, induce, or encourage any of Frethan's users with the intent to appropriate their business, divert their business away from the Platform, or terminate their relationship with Frethan; and/or engage in any activity that disrupts, diminishes, or interferes with the contractual agreement between Frethan and its users; and/or
- (b) solicit, induce, or encourage any employees or contractors of Frethan to leave their employment, or attempt to solicit any employees or contractors of Frethan to terminate their relationship with Frethan.

To the fullest extent permitted by applicable law, in the event that the User breaches this Non-Circumvention clause, the User agrees to pay Frethan liquidated damages in the amount of AU\$ 25,000. User acknowledges and agrees that this amount represents a genuine pre-estimate of the damages Frethan would incur due to such a breach, including but not limited to Frethan's loss, damages, or the detriment to Frethan caused by:

- (a) the costs associated with sourcing an equivalent Buyer or Supplier;
- (b) an estimation of the annual quantity of supply that would have been procured from the Supplier through the Platform;
- (c) an estimation of the annual quantity of business that would have been procured from the Buyer through the Platform;
- (d) the loss of transaction fees from a User resulting from any circumvention of the Platform;
- (e) the costs associated with legal fees and expenses incurred in enforcing the terms of the agreement;
- (f) loss of future business opportunities that could have arisen from the relationship with the Buyer or Supplier;

- (g) The costs associated with marketing and business development efforts to attract new Users to the Platform;
- (h) the impact on the reputation of the Platform and any resulting loss of goodwill; and
- (i) the costs of additional administrative and operational resources required to address the breach and its consequences

You acknowledge that the costs, expenses, and detriment to Frethan caused by such a breach would be difficult to calculate precisely and that the liquidated damages amount is intended to cover any potential liability, damages, or losses that Frethan might suffer. This clause is not intended as a penalty but rather as a genuine attempt to pre-estimate the loss Frethan would suffer in such an event, considering the nature of the Platform and the business conducted through it.

## 9. Payment

- (a) **Subscription Payments:** All subscription payments made while using Frethan are processed exclusively through Stripe and Corpay (Payment Processing Service).
- (b) **Agreement to Terms and Conditions:** By using the Platform or its Services, and when making payments related to your use of the Services, you confirm that you have read, understood, and agree to abide by the applicable terms and conditions, privacy policy, and other relevant legal documents provided by the Payment Processing Service. This includes acknowledging the relevant fees and charges applied by the Payment Processing Service for online payment gateway services.
- (c) **Currency and Taxes:** All payments are in Australian Dollars (AUD), and any fees payable under the Terms (if applicable) exclude GST. If GST is imposed on any supply made under or in accordance with these Terms, you must additionally pay Frethan an amount equal to the GST payable under the GST Law.
- (d) **Payment Processing Responsibilities:** Users are responsible for ensuring sufficient funds are available at the time of payment processing, and for ensuring their credit card details are accurate to access our Services. In case of payment failures due to insufficient funds, incorrect or outdated payment information, Frethan reserves the right to: (i) recover payment and deny User access to our Services; or (ii) cancel or suspend an Account if we cannot process the required fees for our Services.
- (e) **Subscription Fee Changes:** Frethan reserves the right to modify or adjust the subscription fee at any time by providing you with 30 days advance written notice.
- (f) **Financial Responsibility for Payment Failures:** If a request for fee payment is returned or denied by your financial institution, or remains unpaid for any reason, you agree to bear any associated costs, including banking fees and charges.
- (g) **Electronic Storage of Payment Information:** By agreeing to these terms, you consent to Frethan electronically storing Registration Data and your payment information for the purpose of processing fees.
- (h) **Account Suspension or Termination:** We may suspend or terminate a User Account in the event of misuse or fraudulent activity.
- (i) **Impact of Account Status on Access:** User access to the Services will be disabled upon Account suspension, termination, or upon the conclusion of the User's subscription.

## 10. Australian Consumer Law and the Statutory Guarantees

- (a) All Suppliers agree to comply with the Australian Consumer Law (ACL), which guarantees certain rights and remedies to consumers that cannot be excluded. This clause is intended to complement, not replace, any rights or remedies a consumer may have under the ACL.

- (b) Frethan acts solely as a facilitator, connecting Buyers with Suppliers and providing a secure payment system. Frethan assumes no liability, whether direct, indirect, or consequential, regarding any Buyer and will only facilitate claims between Users as set out below.
- (c) Without limiting clause 10(b), if a Buyer is dissatisfied with the Supplier's services or believes they are entitled to a refund under the ACL, the Buyer must: (i) Contact the Supplier directly to request a refund; and (ii) If unable to contact the Supplier within fourteen (14) days, contact Frethan via the 'Contact Us' section of the Website. The Buyer must provide details explaining the basis for the refund request so that Frethan can assess whether the Supplier should be removed from the platform.
- (d) Upon receiving a refund request from a Buyer, the Supplier agrees to promptly: (i) Complete the Frethan refund notification form (Notification Form) available through the platform; and (ii) Submit both the Notification Form and the refund request email from the Buyer to Frethan.
- (e) If the Supplier agrees to a refund or if a refund is mandated under the ACL, they will directly refund all or part of the payments to the Buyer, minus any applicable fees and charges incurred by Frethan during the refund process, unless such fees and charges are prohibited by the ACL.
- (f) Both the Buyer and Supplier agree to adhere to this Refund Policy as outlined in these Terms, and acknowledge that the ACL in Australia governs refunds for all Users and may provide additional rights and remedies beyond those stated

## 11. Refund Policy

- (a) Frethan will process refunds in respect of the payment made for its Services where required by and in accordance with the Australian Consumer Law for major failures (**'Major Failures'**) and minor failures (**'Minor Failures'**).
- (b) For example, a Major Failure occurs where you would not have bought the Services if you had known about the defect, the Services are significantly different to what was described, the Services are substantially unfit for their usual purpose, or a purpose made known to you or the Services are unsafe. For major failures or major problems with the Services as defined under the Australian Consumer Law, you are entitled to a replacement or refund and compensation for reasonably foreseeable loss or damage.
- (c) If the Services fail to be of acceptable quality, and the failure does not amount to a Major Failure (**'Minor Failure'**), we are entitled an opportunity to fix the minor problem as long as this is within a reasonable period of time. If we cannot fix the Minor Failure, you are entitled to cancel the contract with us and obtain a refund for the proportion of the Services not already consumed at the time of the cancellation.
- (d) **Change of Mind:** Frethan is not required to provide a refund or replacement if you change your mind about the Services you have purchased. However, we may, at our sole discretion, offer a refund in certain circumstances.
- (e) **Requesting a Refund:** To request a refund, you must contact our customer support team at the contact details provided below. You will need to explain the reason for your refund request. All refund requests will be assessed on a case-by-case basis.
- (f) **Process for Refunds:** If your refund request is approved, we will process the refund within 14 business days of the approval date. Refunds will be issued using the same method of payment used for the original purchase, unless otherwise agreed upon.
- (g) **Exclusions:** The following are excluded from refunds unless required by law: (i) Services that have been substantially used or consumed; (ii) Services provided free of charge or as part of a promotional offer; (iii) any costs or charges associated with the delivery of the Services.
- (h) **Contact Information:** For any questions or concerns about our refund policy, or to request a refund, please contact us at: Frethan Customer Support: [admin@frethan.com](mailto:admin@frethan.com)



- (l) **Jurisdiction:** This refund policy is governed by the laws of Australia, and you agree to submit to the jurisdiction of the Queensland courts.

## 12. Copyright and Intellectual Property

- (a) The platform and all related services provided by Frethan are protected by copyright laws of Australia and international treaties. Unless otherwise specified, all rights (including copyright) in the Services and compilation of the platform (such as text, graphics, logos, button icons, video images, audio clips, platform, code, scripts, design elements, and interactive features) are owned or controlled by Frethan or its contributors.
- (b) All trademarks, service marks, and trade names are owned, registered, and/or licensed by Frethan. While you are a User, Frethan grants you a worldwide, non-exclusive, royalty-free, revocable license to:
  - (i) use the platform in accordance with the Terms;
  - (ii) copy and store the platform and its content in your device's cache memory;
  - (iii) print pages from the platform for your personal and non-commercial use.

Frethan does not grant you any other rights in relation to the platform or the Services. All other rights are expressly reserved by Frethan.

- (c) Frethan retains all proprietary rights, title, and interest in the platform and all related Services. Your use of the platform does not grant you any rights in relation to Frethan's intellectual property rights.
- (d) Without prior written permission from Frethan and any other relevant rights owners, you may not: broadcast, republish, upload to a third party, transmit, post, distribute, display, or adapt the Services or third-party services for any purpose, except where materials on the platform are authorized by Frethan as freely available for re-use or are in the public domain.
- (e) When you broadcast, publish, upload, transmit, post, or distribute Your Content on the platform, you grant Frethan a non-exclusive, transferable, perpetual, royalty-free, irrevocable, worldwide license to broadcast, republish, upload to a third party, transmit, post, distribute, display, adapt, or modify Your Content.

## 13. Platform Content

- (a) As a User, you agree and warrant that you are solely responsible for any content ("Your Content") you post, upload, publish, submit, transmit, or otherwise make available on or through the platform. You confirm that you are the sole and exclusive owner of Your Content and that you possess all necessary rights, licenses, permissions, consents, releases, and approvals to use Your Content on the platform. You further warrant that Your Content, and your actions related to it, including Frethan's use of Your Content through the Services, will not infringe upon or violate any third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, nor rights of publicity or privacy, nor result in the violation of any applicable law or regulation. Frethan is not obligated to delete or return Your Content to you after your Buyer account is cancelled, including your reviews or feedback.
- (b) While Frethan strives to maintain accuracy and currency of information and content on the platform, it does not warrant or represent the accuracy or timeliness of any information or content made available or published on the platform.

## 14. Privacy

- (a) In these Terms, 'Personal Information' has the meaning as defined in any applicable Privacy Laws. Privacy Laws means the Privacy Act 1988 (Cth) and *Privacy Amendment (Notifiable Information Breaches) Act 2017* as amended, consolidated or replaced;

- (b) If a User obtains Personal Information in the course of supplying or availing products or services under these Terms, the User must comply with its obligations under the Privacy Laws and not do any act or engage in any practice which would be a breach of the Australian Privacy Principles (APPs) as contained in the *Privacy Act 1988* (Cth).
- (c) Frethan takes your privacy seriously and any information provided through your use of the platform or Services are subject to Frethan 's Privacy Policy.

## **15. General Disclaimer**

- (a) Nothing in these Terms excludes or limits any guarantees, warranties, representations, or conditions implied or imposed by law, including those under the Australian Consumer Law, which cannot be limited or excluded by law.
- (b) Subject to clause (a) and to the extent permitted by law:
  - (i) All terms, guarantees, warranties, representations, or conditions not expressly stated in these Terms are excluded.
  - (ii) Frethan will not be liable for any special, indirect, or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute, or otherwise.
- (c) Your use of the platform and Services is at your own risk. Everything provided on the platform and Services is provided "as is" and "as available" without warranty or condition of any kind. None of Frethan's affiliates, directors, officers, employees, agents, contributors, or licensors make any express or implied representation or warranty about the Services or any Services (including third-party services) referred to on the platform. This includes, but is not limited to:
  - (i) any failures, errors, interruptions, deletions, defects, delays in operation or transmission, computer viruses, or other harmful components;
  - (ii) the accuracy, suitability, or currency of any information on the platform or Services, including third-party material and advertisements;
  - (iii) costs incurred from using the platform or Frethan's Services;
  - (iv) any failure to complete a transaction or loss arising from e-commerce conducted on the platform;
  - (v) the Services or operation of links provided for your convenience.
- (d) By voluntarily participating in the Services, you knowingly and willingly assume all risks associated with using any content published or Services provided through the platform. You acknowledge that Frethan operates as a marketplace facilitating interactions between Users and disclaims liability for the conduct of Users, transactions between Users, or misuse of Your Content by any party, including other Users.

## **16. Competitors**

If you are in the business of providing similar services for commercial gain, whether to business users or domestic users, you are considered a competitor of Frethan. Competitors are strictly prohibited from using or accessing any information or content owned by Frethan, whether proprietary property or under operation of law. Any breach of this provision will result in Frethan holding you fully responsible for any losses we may sustain holding you fully responsible for all profits you might gain from such a breach, except as otherwise required by competition law.

## **17. Limitation of Liability**

- (a) To the fullest extent permissible by law, Frethan shall not be liable for any direct, indirect, punitive, incidental, special, or consequential damages, including but not limited to any claims, losses, loss of profits, revenue, business, or goodwill arising out of or in any way connected with the provision of or failure to provide any Services, or otherwise arising out of the provision of Services, whether based on these Terms, negligence, strict liability, or otherwise.
- (b) Except as otherwise required by law, you expressly understand and agree that Frethan, 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 includes, 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) Except as otherwise required by law, Frethan'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 be limited to the resupply of the Services to you.
- (d) This clause survives the termination or expiry of these Terms for any reason.

## **18. Termination of Contract**

- (a) You may terminate the Terms by providing Frethan with 30 days' notice of your intention to terminate. Notice should be sent to Frethan via the 'Contact' link on our homepage.
- (b) Frethan may terminate the Terms with you if:
  - (i) You have breached any provision of the Terms or intend to breach any provision thereof, and fail to remedy such breach within a reasonable period after receiving notice from Frethan specifying the breach;
  - (ii) Frethan is required to do so by law;
- (iii) Frethan decides to cease providing the Services in your jurisdiction, in which case Frethan shall provide you with at least 30 days' notice prior to termination;
- (iv) Provision of the Services to you is no longer commercially viable, in Frethan's opinion, and Frethan shall provide you with at least 30 days' notice prior to termination.
- (c) Frethan reserves the right to discontinue or cancel your membership at any time and may suspend or deny your access to all or any portion of the platform or the Services without notice, in its sole discretion, if you breach any provision of the Terms or any applicable law, or if your conduct affects Frethan's name or reputation or violates the rights of another party, subject to local applicable laws.
- (d) Termination of the Terms does not affect any legal rights, obligations, or liabilities that have accrued and shall continue indefinitely for rights, obligations, and liabilities that are expressed to continue indefinitely.

## **19. Indemnity**

You agree to indemnify Frethan, its affiliates, employees, agents, contributors, third-party content suppliers, 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:
  - (i) Your use of the platform;
  - (ii) Your Content, including any content or information that you submit, post, transmit, or make available through the platform; and

- (iii) Any disputes or interactions between you and any other User or third party.
- (b) Any direct or indirect consequences of your access to, use of, or attempts to use the platform.
- (c) Any breach of the Terms by you.
- (d) Frethan reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Frethan in asserting any available defences.
- (e) This indemnity provision shall survive the termination or expiration of the Terms.

## 20. Dispute Resolution

- (a) **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).
- (a) **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.
- (c) **Resolution.** On receipt of that notice ('**Notice**') by that other party, the parties ('**Parties** ') must:
  - (i) within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
  - (ii) if for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by a person appointed by the Australian Mediation Association;
  - (iii) the Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
  - (iv) the mediation will be held in Brisbane, Australia.
- (d) **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.
- (a) **Termination of Mediation.** If two (2) months have elapsed after the start of 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.

## 21. Venue and Jurisdiction

The Services offered by Frethan are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the platform, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

## 22. Governing Law

The Terms are governed by the laws of Queensland, 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 Queensland, 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.

### **23. 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.