

CUSTOMER SERVICE AGREEMENT

THE CUSTOMER AND LODGEX AGREE AS FOLLOWS:

1. By electronic acceptance of these terms and conditions, these terms and conditions shall form the Agreement between LodgeX and the Customer.

2. DEFINITIONS

- 2.1. The following terms shall have the following meanings in this Agreement:
 - 2.1.1. “**ARNECC**” means the Australian Registrars National Electronic Conveyancing Council;
 - 2.1.2. “**Client Authorisation**” means the authorisation executed by the Client and provided by the Customer to LodgeX in accordance with the published requirements as set by ARNECC and updated from time to time;
 - 2.1.3. “**Client**” means the client of the Customer or where applicable the Customer and is the party to the conveyancing transaction in accordance with the ECNL;
 - 2.1.4. “**Conveyancing Transaction**” has the same meaning as defined in the ECNL;
 - 2.1.5. “**Conveyancing Work**” means legal work carried out for a Client in connection with any transaction that creates, varies, transfers, conveys or extinguishes a legal or equitable interest in any real or personal property, such as, for example, any of the following transactions—
 - (a) the sale of a freehold interest in land;
 - (b) the creation, sale or assignment of a leasehold interest in land;
 - (c) the grant of a mortgage or other charge; and/or
 - (d) the transfer of an interest in property;
 - 2.1.6. “**Customer**” means the party or entity registered with LodgeX as a LAPP account holder;
 - 2.1.7. “**Customer Administrator**” means the person/s appointed by the Customer with authority to operate and administer the Customer’s LAPP account;
 - 2.1.8. “**Customer User**” means the persons authorised by the Customer Administrator to transact within the Customer’s LAPP account
 - 2.1.9. “**Duty Assessments**” means the process of submission and verification of the requisite form as required by each corresponding Office of State Revenue for the purposes of enabling that Office of State Revenue to calculate the duty payable for that Settlement and/or Transaction;
 - 2.1.10. “**ECNL**” means the Electronic Conveyancing (Adoption of National Law) Act 2012 (NSW) as implemented or adopted from State to State or Territory;
 - 2.1.11. “**ELN**” means an Electronic Lodgement Network as defined under the ECNL;
 - 2.1.12. “**ELNO**” means an Electronic Lodgement Network Operator as defined under the ECNL;
 - 2.1.13. “**Instruments**” means such documents which are created for lodgement at the relevant LTO for registration against the Titles Register;
 - 2.1.14. “**LAPP**” means LodgeX’s proprietary booking and workflow management platform;
 - 2.1.15. “**LodgeX**” means LodgeX Legal Pty Ltd (ACN 634 129 758) and/or its associated entities, nominees, successors in title, assignors as published from time to time;
 - 2.1.16. “**LTO**” means the agency responsible for maintaining the respective State’s or Territory’s Titles Register;
 - 2.1.17. “**Settlements**” means the completion of a conveyancing transaction involving a financial settlement via an ELNO;
 - 2.1.18. “**Titles Register**” has the same meaning as defined under the ECNL;
 - 2.1.19. “**VOI**” means a Verification Of Identity conducted for the purposes of a Conveyancing Transaction and uploaded into Lapp and may comprise:
 - 2.1.19.1 the Verification of Identity Standard in accordance with the statutory requirements as published from time to time by ARNECC; or
 - 2.1.19.2. The taking of Reasonable steps by the Customer acceptable and approved by LodgeX.

- 2.2. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 2.3. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 2.4. A party to this Agreement includes its servants, agents and contractor and a successor in title, permitted substitute or a permitted assign of that party.
- 2.5. A reference to information is to information of any kind in any form or medium whether formal or informal, written or unwritten for example, computer software programs, concepts, diagrams, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets;
- 2.6. The word "Agreement" includes an undertaking or other binding arrangement or understanding whether or not in writing.
- 2.7. Where in this agreement a party is required to do something by on a specific day then time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

3. SERVICES PROVIDED

- 3.1. The parties agree that at all times LodgeX is transacting in its sole capacity as agent for the Customer. Acting in its capacity as agent for the Customer, LodgeX will provide the Customer with the following services (the "**Services**"):
 - 3.1.1. Access to its proprietary booking and workflow management platform LAPP on a continuous user licence;
 - 3.1.2. Electronic lodgement of instruments for the completion of Conveyancing Work;
 - 3.1.3. Electronic settlement of Conveyancing Transactions for the completion of Conveyancing Work;
 - 3.1.4. Duty Assessments for the purposes of Conveyancing Work;
 - 3.1.5. Any other tasks which the Parties may agree on; and
 - 3.1.6. Such further or other services offered by LodgeX or which become available via an ELNO from time to time.

4. CAPACITY/INDEPENDENT CONTRACTOR

- 4.1. In providing the Services under this Agreement it is expressly agreed that LodgeX is acting as an agent for the Customer. LodgeX and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively an agency contract for service.

5. CUSTOMERS OBLIGATIONS

- 5.1. The Customer undertakes and agrees to;
 - 5.1.1. only use LAPP for the purposes authorised under this Agreement and not for any other purpose or in any other manner including any commercialisation of LAPP;
 - 5.1.2. provide a Client Authorisation to LodgeX which complies with all requirements and protocols in the form approved from time to time by ARNECC including where applicable witnessing the Client Authorisation as Representative Agent for LodgeX;
 - 5.1.3. where the Customer acts as the Representative Agent for LodgeX the provisions of this clause 5.1 shall be confirmation of the appointment of the Customer as the Representative Agent for LodgeX;
 - 5.1.4. provide a VOI of the Client together with certified copies of all supporting identification evidence to LodgeX which complies with all requirements and protocols for the purposes of conducting a VOI of the Client including where applicable acting as either
 - 5.1.4.1 Identity Agent; or
 - 5.1.4.2 Agent for LodgeX;
 - 5.1.5. where the Customer acts as the Identity Agent for LodgeX the provisions of this clause 5.1 shall be confirmation of the appointment of the Customer as the Identity Agent for LodgeX and the Customer shall provide LodgeX with an Identity Agent Certification in the form appearing in Lapp;
 - 5.1.6. where the Customer acts as agent for LodgeX the provisions of this clause 5.1 shall be confirmation of the appointment of the Customer as the Agent for LodgeX and the agency shall be limited for the specific purpose of conducting the VOI ;
 - 5.1.7. provide an executed Authority to Act and Consent form in the form published by LodgeX from time to time on LAPP;
 - 5.1.8. provide such other documents as required by LodgeX for the performance of its Services in a timely manner;

- 5.1.9. provide such instructions as necessary for LodgeX to transact on behalf of the Client in an ELNO;
 - 5.1.10. where the Client is providing balance or all funds for settlement of a transaction and requires the funds to be disbursed in the ELNO and sourced from LodgeX's trust account, to ensure that such funds are deposited and cleared into LodgeX's trust account at least 24 hours prior to settlement of the particular Client transaction,
 - 5.1.11. make payment of such fees and charges in accordance with this Agreement;
 - 5.1.12. promptly notify LodgeX of any delay or of any circumstances which shall result in a transaction not being finalised;
 - 5.1.13. comply with all requirements and protocols for the conduct of electronic Conveyancing Transactions; and
 - 5.1.14. appoint and maintain a Customer Administrator/s upon registration for a Customer account.
- 5.2. LodgeX reserves the right to terminate or not proceed with settlement of a transaction in circumstances where:
- 5.2.1 the customer fails to provide a valid VOI of the Client within 3 business days of settlement of a transaction;
 - 5.2.2 the customer fails to provide a duly signed Client Authorisation within 3 business days of settlement of a transaction;
 - 5.2.3 the customer fails to provide a duly signed Authority to Act and Consent if applicable within 3 business days of settlement of a transaction;
 - 5.2.4 the customer fails to ensure that cleared funds are deposited into LodgeX's trust account within 24 hours of settlement where such funds are required to complete a settlement
- Notwithstanding the provisions of clause 5.2.1; 5.2.2; 5.2.3; and 5.2.4 LodgeX reserves the right to elect to continue to proceed with a transaction where a VOI, Client Authorisation or Authority to Act and Consent are provided within 3 business days of settlement of a transaction or cleared funds are deposited in LodgeX's trust account within 24 hours of settlement of a transaction and in such circumstances LodgeX shall be entitled to charge an additional uplift fee as set out in its Schedule of Rates.
- 5.3. LodgeX reserves the right to terminate or not proceed with lodgement of a transaction in circumstances where:
- 5.3.1 the customer fails to provide a valid VOI of the Client;
 - 5.3.2 the customer fails to provide a duly signed Client Authorisation;
 - 5.3.3 the customer fails to provide a duly signed Authority to Act and Consent if applicable;
 - 5.3.4 the customer fails to ensure that cleared funds are deposited into LodgeX's trust account for payment of the lodgement transaction request;
- 5.4. The Customer Administrator shall be responsible for:
- 5.4.1. the creation, maintenance and deletion of all Customer Users within the Customer's LAPP account;
 - 5.4.2. ensuring that the Customer's account details are maintained up to date and formal notification of any changes is given to LodgeX;
 - 5.4.3. ensuring that access to the Customer's LAPP account is securely maintained and restricted to registered Customer Users;
 - 5.4.4. advising LodgeX immediately upon becoming aware of any unauthorised use of the Customer's LAPP account;
 - 5.4.5. ensuring that all Customer Users enable multifactor authentication;
 - 5.4.6. protecting all Customer User passwords; and
 - 5.4.7. notifying LodgeX immediately if there is any breach of its computer systems, network, email accounts, website or other systems which pose an immediate cyber security threat.

6. LAPP LICENCE

- 6.1 LodgeX retains the intellectual property rights in LAPP and subject to the terms of this Agreement the Customer is granted a non- transferrable and non-exclusive right to use LAPP during the currency of this Agreement;
- 6.2 All applicable rights in copyright, trademarks and trade secrets in LAPP are and will remain the sole property of and vested in LodgeX and this Agreement does not confer any proprietary rights upon the Customer;
- 6.3 LAPP is solely owned by LodgeX. The right to use LAPP is only licensed and not sold under this Agreement;
- 6.4 LAPP is protected by national and international copyright laws and treaties. LodgeX reserves all intellectual

property rights including copyright and trademark rights in LAPP.

7. PERFORMANCE

- 7.1. The Parties agree to do everything necessary to observe the terms of this Agreement and to ensure that the terms of this Agreement take effect.
- 7.2. LodgeX shall be entitled to rely on the accuracy of any instructions, documents, directives, adjustments, plans, specifications, details and other information provided by the Customer.
- 7.3. The Customer acknowledges that it is their responsibility to ensure that all instructions, documents, directions, adjustments, information, material and details provided to LodgeX are entirely accurate, do not contain any whole or partial untruths and comply with any applicable laws, regulations. The Customer agrees to indemnify LodgeX against any costs incurred by LodgeX in rectifying any such errors if required.

8. TERM OF AGREEMENT

- 8.1. The Parties agree that this Agreement shall commence upon the Customer:
 - 8.1.1. By clicking "*I agree*", registering, activating or using LAPP; and/or
 - 8.1.2. Commencing and/or continuing to provide instructions to LodgeX to carry out or perform work after receiving this Agreement.
- 8.2. This Agreement shall commence on the date of acceptance of the terms and shall continue until such time as it is terminated in accordance with the terms of this agreement.
- 8.3. The parties agree that this Agreement shall be of a continuing nature and in accordance with same the following shall apply:
 - 8.3.1. Any Client Authorisation provided in accordance with this Agreement shall be in full force and effect unless and until specifically revoked in writing;
 - 8.3.2. Either party may terminate this Agreement by the giving of 30 days' notice to the other in writing of its intention to terminate;
 - 8.3.3. The termination date shall be the date 30 days from the date of acknowledgement of receipt of notice of termination in writing;
 - 8.3.4. Upon the giving of such notice the parties shall be obliged to finalise any Services for which instructions have been given prior to the date of receipt of termination notice notwithstanding that such Services are finalised outside of the termination date;
 - 8.3.5. Upon the giving of termination notice by either party the Customer shall promptly pay all amounts outstanding including any amounts which shall become due in accordance with 8.3.4 to LodgeX without deduction, set off or otherwise.
- 8.4. LodgeX reserves the right to suspend or terminate an account due to:
 - 8.4.1. inactivity; or
 - 8.4.2. where it detects cyber-security threat; or
 - 8.4.3. where the account is operated suspiciously; or
 - 8.4.4. for a breach of the Customer's obligations or warranties pursuant to this agreement; or
 - 8.4.5. for any other reason;at its discretion.

9. CURRENCY

- 9.1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in AUD (Australian Dollars).

10. PAYMENT

- 10.1. LodgeX will charge the Customer fees for services in accordance with the Service Fee Schedule as published by LodgeX from time to time ("**Service Fee Schedule**").
- 10.2. The parties agree that the Service Fee Schedule may be updated from time to time and such update will take effect from the operating date for introduction of new pricing. The Customer agrees to accept such updated pricing as and when effected.
- 10.3. The Customer will be invoiced upon completion of each service.
- 10.4. Where a Service is not completed due to:
 - 10.4.1. Customer request/instructions;
 - 10.4.2. Client request/instructions;

- 10.4.3. Settlement not proceeding;
- 10.4.4. Lodgement rejection by LTO;
- 10.4.5. Duty form rejection by the relevant Office of State Revenue;
- 10.4.6. Rescission/default/breach of contract; and/or
- 10.4.7. Any other cancellation that is not attributable to LodgeX;

the Customer shall be required to make payment for Services to LodgeX in accordance with the rate for cancellation fees in the Service Fee Schedule.

- 10.5. Where an invoice is generated by LodgeX for a lodgement booking the invoice shall be due and payable upon the submission of the lodgement booking and prior to completion of the lodgement.
- 10.6. Where an invoice is generated by LodgeX for a settlement booking the invoice shall be due and payable at settlement.
- 10.7. Where payment of any invoice is made into LodgeX's Trust Account then the Customer shall ensure that the Client authorises the withdrawal of that payment to LodgeX's operating account in accordance with Rules 42 (3), 42(4) and 42(5) of the *Legal Profession Uniform Law General Rules 2015 (NSW)*; Regulations 45(3) & 45(4) of the *Legal Practitioners Regulations 2014 (SA)*; Regulations 58(2), 58(3) & 58(4) of the *Legal Profession Regulation 2017 (Qld)*; Regulations 66(3) & 66(4) of the *Legal Profession Regulations 2009 (WA)*; Regulations 53(3) & 53(4) of the *Legal Profession Regulations 2018 (Tas)*; Regulations 62(3) & 62(4) of the *Legal Profession Regulation 2007 (ACT)* and Regulations 68(3) & 68(4) of the *Legal Profession Regulations 2007 (NT)*.
- 10.8. Payment of any invoice due remains the primary responsibility of the Customer and shall not be dependent in any way in payment being received by the Customer from the Client.
- 10.9. The Customer acknowledges that LodgeX may pay a financial benefit to a Third Party for referral of any Client. Where such financial benefit is paid it shall not affect the quality or independence of LodgeX in providing the Services to the Client and the Third Party shall have no interest in the Services upon referral to LodgeX.
- 10.10. Where a Client has been referred to LodgeX by a Third Party then it may, prior to engaging LodgeX refuse to enter into this Agreement if it objects to the payment of any financial benefit to the referring Third Party.
- 10.11. All invoices are GST inclusive unless stated otherwise.

11. REIMBURSEMENT OF DISBURSEMENTS

- 11.1. The Customer shall ensure that the Client authorises LodgeX to immediately transfer any trust moneys in reimbursement of disbursements incurred by LodgeX for any Service provided by LodgeX.
- 11.2. In addition to its fees and charges, the Customer agrees to reimburse LodgeX for all necessary fees and expenses incurred by LodgeX in connection with providing the Services including but not limited to LTO fees, Office of State Revenue fees and any ELNO fees.
- 11.3. The Customer acknowledges that any fees incurred by LodgeX in the performance of its agency retainer are fees which are the primary responsibility of the Customer and agrees to indemnify LodgeX for such fees and expenses to any third party to which they are due and payable including but not limited to an LTO, an Office of State Revenue or an ELNO.

12. CERTIFICATES OF TITLE

- 12.1. The Customer shall ensure that the Client agrees that where applicable, control of an electronic certificate of title (eCT) shall pass to and remain with LodgeX upon completion of a Service.
- 12.2. Where eCT passes to LodgeX then LodgeX shall be responsible for maintaining a record of the eCT on its register and making the eCT available for any subsequent Services upon request by the Customer or the Client.
- 12.3. The Customer shall ensure that the Client agrees to make payment of such administrative charges as may be published by LodgeX from time to time in respect of its obligations pursuant to this clause.

13. CONFIDENTIALITY

- 13.1. Confidential Information (the "**Confidential Information**") refers to any data or information relating to the business of the Customer or Client which would reasonably be considered to be proprietary to the Customer or Client and that is not generally known in the industry of the Customer or Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer or Client.

- 13.2. Confidential Information also refers to any data or information relating to the business of LodgeX which would reasonably be considered to be proprietary to LodgeX and that is not generally known in the industry of LodgeX and where the release of that Confidential Information could reasonably be expected to cause harm to LodgeX.
- 13.3. LodgeX agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which LodgeX has obtained, except as authorised by the Customer or Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- 13.4. The Customer agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Customer has obtained, except as authorised by LodgeX or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- 13.5. All written and oral information and material disclosed or provided by the Customer or Client to LodgeX under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to LodgeX.
- 13.6. All written and oral information and material disclosed or provided by LodgeX to the Customer under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Customer.

14. PRIVACY

- 14.1. The customer agrees that, at the time of entry into this agreement, it has received a copy or accessed a copy of LodgeX's Privacy Policy ("Privacy Policy") which is published on LodgeX's website.
- 14.2. LodgeX undertakes to comply with its Privacy Policy as published on its website and Lapp and updated from time to time.
- 14.3. In addition LodgeX will comply with the privacy principles in relation to the handling of Personal Information which comes into its possession or control when providing the services.
- 14.4. The Customer undertakes and agrees that at the time of providing instructions, which include Personal Information of a Client, that is has procured the consent of the Client to whom the Personal Information relates to disclose the Personal Information to LodgeX for use in an ELNO.
- 14.5. The disclosure of the Personal Information shall include such disclosure as detailed in the Privacy Policy, including but not limited to disclosure to other participants in an ELNO workspace or to such government body or agency as required for the purposes of a transaction or lodgement.

15. OWNERSHIP OF INTELLECTUAL PROPERTY

- 15.1. All intellectual property including but not limited to LAPP and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, design, trade mark, trade dress, industrial design and trade name (the "**Intellectual Property**") that is developed or produced under this Agreement, will be the sole property of LodgeX. The use of the Intellectual Property by LodgeX will not be restricted in any manner.
- 15.2. The Customer agrees and grants to LodgeX an irrevocable unrestricted royalty free licence to use all data provided by the Customer to LodgeX for the use of LodgeX in the performance of its Services under this Agreement for provision of the Services and in relation to this Agreement.
- 15.3. The Customer may not use LAPP or any other intellectual property for any purpose other than that contracted for in this Agreement except with the written consent of LodgeX.
- 15.4. The Customer will be responsible for any and all damages resulting from any unauthorised use of LAPP and any other Intellectual Property.

16. RETURN OF PROPERTY

- 16.1. Upon the expiry or termination of this Agreement, LodgeX will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

17. LIMITATION OF LIABILITY

- 17.1. The *Australian Consumer Law* as defined under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("**ACL**") provide consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services (see www.consumerlaw.gov.au). Any rights the Customer

may have as a consumer under the ACL will apply regardless of any inconsistent provisions in this Agreement which will be read down to the extent necessary to comply with the ACL and these Terms will otherwise apply to the fullest extent legally permissible.

- 17.2. If the Customer is a consumer within the meaning of the ACL, LodgeX's liability is limited to the extent permitted by section 64A of Schedule 2, and in the event that any statute implies any term condition or warranty into this Agreement which cannot be lawfully excluded, those implied terms, conditions or warranties will apply, save that the liability of LodgeX for breach of any such implied term, condition or warranty will be limited to the fullest extent permissible under law including the ACL, at the option of LodgeX, to any one or more of the following:
- 17.2.1. the supplying of the services again or the supply of equivalent services;
 - 17.2.2. the payment or offset of the cost of having the services supplied again.
- 17.3. LodgeX excludes all liability in contract, tort (including negligence) or otherwise for any direct, indirect, incidental, punitive, special or consequential damages (including damages for loss of business revenue or profits, business interruption, loss of business information and the like), arising out of or in relation to the Services or any other goods or services provided by LodgeX, even if LodgeX has been advised of the possibility of such damages. Where LodgeX has been advised by a third party of the possibility of such damages to a third party, LodgeX will notify the Customer of the possibility as soon as reasonably practicable, and in the event that LodgeX has been so advised and does not comply with this requirement, the exclusion set out herein will not apply PROVIDED HOWEVER THAT in any event, any liability of LodgeX is limited to and does not exceed the payment or offset of the cost of replacing the goods or of acquiring equivalent goods or having the Services supplied again.
- 17.4. To the fullest extent permissible by law, LodgeX will not be liable for any indirect or consequential loss or damages or loss of profits arising out of a breach of this Agreement or otherwise relating to or arising from the provision of any of the Services by LodgeX.

18. WARRANTIES

- 18.1. The Customer warrants to LodgeX that at the date of instructing LodgeX:
- 18.1.1. where the Customer is an Australian Legal Practitioner that it holds a current practising certificate and corresponding professional indemnity insurance;
 - 18.1.2. where the Customer is a Licensed or Registered Conveyancer that it holds a current conveyancing licence or registration as applicable per state licensing or registration requirements and corresponding professional indemnity insurance;
 - 18.1.3. where the Customer is a licensed Settlement Agent that it holds a Settlement Agents licence and corresponding professional indemnity insurance;
 - 18.1.4. where the Customer is an Authorised Deposit-taking Institution (ADI) that it holds a current licence issued by the Australian Prudential Regulatory Authority (APRA) and is covered under the Financial Claims Scheme;
 - 18.1.5. where the Customer engages in financial services as defined under the *Corporations Act 2001* (Cth) that it holds an Australian Financial Services Licence and corresponding professional indemnity insurance;
 - 18.1.6. where the Customer engages in credit activities as defined in the *National Consumer Credit Protection Act 2009* (Cth) it holds a current credit licence and corresponding professional indemnity insurance;
 - 18.1.7. where the Customer is a corporation that it is duly registered in accordance with the *Corporations Act 2001* (Cth) and that its authorised office holds requisite delegation of authority;
 - 18.1.8. where the Customer is a Statutory Authority that it is duly incorporated in accordance with the relevant Commonwealth or State legislation and that its authorised officer holds requisite delegation of authority;
 - 18.1.9. where the Customer is a Customer of a professional body or association that the Customer holds appropriate registration with its corresponding professional body or association.
- 18.2. The Customer warrants to LodgeX that at the date of instructing LodgeX:
- 18.2.1. where it has received instructions from the Client that those instructions have been given clearly and of the Client's own free will and without undue influence or coercion or breach of fiduciary duty;
 - 18.2.2. that it has clearly communicated to the Client its rights, entitlements and responsibilities in relation to:
 - a. trust moneys;
 - b. payment of any referral commission;
 - c. retention of eCT control;

- d. use of Client's data and information.
- 18.2.3. where it has provided instructions to LodgeX from a corporate client that those instructions have been provided by a duly authorised officer of that corporation.
- 18.3. The above warranties shall enure for the duration of the Agreement and for a period of no less than 7 years from the date of termination of this Agreement.

19. INDEMNIFICATION

- 19.1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, the Customer agrees to indemnify and hold harmless LodgeX, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Customer, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
- 19.2. The Customer will indemnify and keep indemnified LodgeX and their respective employees and agents from and against all claims, demands, proceedings, damages, costs, expenses, losses or any other liability whatsoever arising wholly or partly, directly or indirectly in connection with any goods or services sought, unsought, supplied or expressly or impliedly approved by LodgeX including but not limited to any breach of any law or regulation or for any breach of any legal, equitable or other rights of any person, firm, corporation or entity, including claims of negligence.
- 19.3. The indemnities provided pursuant to this clause shall apply to any outages planned or unplanned, losses, interruption, routine maintenance, peak demand occasioned by the Customer's use of LAPP in accordance with this Agreement.

20. MODIFICATION OF AGREEMENT

- 20.1. LodgeX may vary or modify any term or terms of this agreement with immediate effect where:
 - 20.1.1. the variation or modification is published on LodgeX's website;
 - 20.1.2. the variation or modification is necessary to comply with ARNECC or an ELNO;
 - 20.1.3. the variation or modification is required by operation of law;
 - 20.1.4. the variation or modification is an amendment to LodgeX's pricing policy;
 - 20.1.5. the variation or modification is an amendment to LodgeX's services and results in an improvement of the services or increased offerings;
 - 20.1.6. the variation or modification is not a material change to the Agreement.

21. NOTICE

- 21.1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties at the addresses provided by the Customer upon registration or request for an account with LodgeX or to such other address as either Party may from time to time notify the other.

22. TIME OF THE ESSENCE

- 22.1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

23. ASSIGNMENT

- 23.1. LodgeX may by notice given within 14 days, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

24. ENTIRE AGREEMENT

- 24.1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

25. DISPUTE RESOLUTION

- 25.1. The parties agree that in the event a dispute arises the following procedure shall apply:

- 25.1.1. Where the dispute is in relation to costs, the Customer shall first ensure that all disbursements due have been paid/reimbursed to LodgeX prior to issuing a “dispute notice”.
- 25.1.2. A party shall issue a “dispute notice” in writing which dispute notice shall confirm that it is issued in accordance with this clause 25 and shall contain sufficient particulars as to the dispute
- 25.2. Within seven (7) days of the issue of a dispute notice the parties shall arrange for their respective representatives who shall hold sufficient authority to bind their respective party to meet with a view to reaching resolution of the dispute;
- 25.3. If resolution is reached pursuant to clause 25.2 herein then the terms of the resolution shall be documented and executed by the representatives of the parties;
- 25.4. If the dispute is not resolved then the parties shall participate in mediation by an independent mediator agreed between the parties or failing agreement as appointed by the president of the Law Institute of Victoria;
- 25.5. If the dispute is not resolved at mediation then the parties shall be entitled to seek legal redress.

26. ENUREMENT

- 26.1. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

27. GOVERNING LAW

- 27.1. This Agreement will be governed by and construed in accordance with the laws of the State of Victoria and the parties agree to submit to courts of Victoria.

28. SEVERABILITY

- 28.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

29. WAIVER

- 29.1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.