

## Apptting Technology Pty Ltd - Terms of Use

### Background

1. Apptting Technology Pty Ltd (ATPL) is a company registered and operating in Queensland, Australia.
2. ATPL runs an online platform called WorkingBeez.live (Platform) that allows users (User/s or You) to either look for casual or temporary works (Task Seekers or WorkingBeez or Job Seekers) or to post work opportunities to invite User/s for works (Task Posters).
3. The Platform is available online through a website, a mobile applications and other online products and services (collectively, the "Services").
4. The Platform allows You to develop a profile and interact with other Users who collectively wish to participate in the Services using our Platform as a technology enabler.
5. The Platform does not provide a placement service or act in any way as an employment service. It is only a place that facilitates the introduction of Task Seekers and Task Posters. ATPL does not have an employer/employee relationship or agent/principal relationship with any User.
6. All Task Seekers will use the Services as independent contractors. Task Seekers may be referred to as WorkingBeez.
7. All Task Posters can use the Services as a business, corporation or independent contractor or individuals etc.
8. These Terms of Use ("Terms") along with our Privacy Policy govern the access and use of Users for the Platform and Services made available by ATPL.
9. **PLEASE READ THESE TERMS CAREFULLY. THIS AGREEMENT CONTAINS PROVISIONS FOR MANDATORY INDIVIDUAL MEDIATION AND A CLASS ACTION WAIVER THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.**

## Agreement to Terms

10. Your access and use of the Services establishes your agreement to be bound by these Terms, which creates a contractual relationship between You and ATPL.
11. To use most aspects of the Services, you must register for and maintain an active user Services account ("Account"). Upon creation of an Account, You confirm that you have read, and agree to comply with these Terms to access the Platform and use our Services. These Terms expressly supersede prior agreements or arrangements with you. ATPL may immediately terminate any Services with respect to you, or cease offering or deny access to the Services or Platform, at any time for any reason.

## Eligibility to Become a User

12. You must be at least 18 years of age, to obtain an Account. Account registration requires you to submit to ATPL certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card, debit card or bank account).
13. You are the sole authorized User of your account. You are responsible for maintaining the confidentiality of any password and account number provided by or to You for accessing the Service. You are solely and fully responsible for all activities that occur under your password or account.
14. All Users must be in Australia and must be allowed to work as a Task Seeker or contract a worker under Australian law. You must have a valid form of photo ID that is recognised under Australian law.
15. All User's must supply a form payment method that may be credit card, debit card or bank account. Provision of such details confirms that the User has authority to provide these details to ATPL's payment portal, Strip; and ATPL may automatically debit from their Account any fees that become payable under these Terms.

## Your Account

16. It is your responsibility to maintain accurate, complete, and up-to-date information in your Account. Your failure to do this may result in your inability to access and use the Services. This may also

result in ATPL terminating your Account.

17. Should You suspect that any unauthorized party may be using your account or You suspect any other breach of security, You must contact ATPL immediately on the General Enquiries information below.
18. You are responsible for all activity that occurs under your Account. You agree to maintain the security and secrecy of your Account username and password at all times.
19. You may only possess one Account at any given time. You may submit a request to have multiple accounts to the General Enquiries email address provided at the end of these Terms.
20. ATPL will use third party services such as Google and Facebook to verify the User/s log in credential. ATPL will use Twitter to verify the mobile number of User/s.
21. ATPL may perform background checks on Task Seekers using the information inputted into the Platform. However, ATPL cannot warrant that this information is correct, so are unable to warrant that Task Seekers are who they purport to be. ATPL does not assume any responsibility for the accuracy or reliability of personal information provided by Task Seekers or any information on the ATPL Service. ATPL handles such important information according to our Privacy Policy which can be found on our website/apps.
22. Upon creation of an Account, all Users consent to ATPL using their information to perform a background check. Users understand that the purpose of this background check may be to confirm a User's identity, or to certify whether a User fits the criteria to participate on the Platform.

### Services

23. WorkingBeez.live is a platform that enables the connection between Task Posters and Task Seekers and assists with the facilitation of these engagements.
24. Task services requested by the Task Posters are referred to as "Tasks or Job Post."
25. A Task Poster will post a Task with the following information:
  - Job Location
  - Job Category / Sub-Category

- Job Title
- Certifications Required
- Skills Required
- Roster including time, date and Rate of pay

26. In response to the Task post, (a) the Task Seeker will choose to apply for the Task and share the profile related information to the Task Poster. The Task Poster will then screen the Task Poster's submission and choose whether or not to accept them. Alternatively, (b) the Task Poster will invite the Task Seeker to accept the Task and the Task Seeker will choose whether or not to accept the Task.
27. Upon either party accepting a Task, a binding contract is created between the Task Poster and Task Seeker. Both Task Poster and Task Seeker agree to make their own decisions regarding their acceptance in response to the Task. ATPL does not take any responsibility in relation to Users choices on the Platform.
28. Failure to complete the Task will result in a breach of contract and may result in the User's Account being terminated or suspended.
29. Once the Task Seeker has provided the relevant services in accordance with the Task, the Task Poster must pay the Job Seeker through the Platform. It will be a breach of the contract if the Task Poster fails to make payment to the Task Seeker for completing the Task. The Task Seeker is required to seek their own remedy for this breach, which may include taking the debt to a debt collector or lawyer. If this happens, the Task Poster will be liable for the payment of collection fees, legal fees and interest on the amount payable.
30. The Platform does not act in any way as an employment service for Task Posters and Task Seekers. It is completely up to the Task Seeker to apply or accept the Tasks which may be scheduled through use of the Platform.
31. ATPL takes no responsibility for and accepts no liability for any Tasks provided to the Task Posters by the Task Seekers sourced through the Platform.
32. ATPL is not involved with any interactions between Users. Users are solely responsible for meeting any legal obligations they have as a result of the undertaking of Tasks.

33. ATPL does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any Tasks posted by the Task Posters and the Task performed by the Task Seekers, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Users.
34. All interactions between a Task Poster and a Task Seeker initiated through ATPL must be through the Platform. In order to protect the exclusivity of the Platform and the User experience, once Task Seekers & Task Posters have met through the Platform, they are restrained from forming a working relationship outside of the Platform for 6 months following the date the last Task was completed by the Task Seeker through the Platform. Due to the importance of protecting the exclusivity of the Platform, a breach of this specific clause will be treated as extreme and aggravating. It will not fall under the 'Mediation and Dispute Resolution' clauses of the Terms, and any User who is found to be in breach of this clause be held liable for damages in a court of law under Australian law.
35. In the event a Task Poster wants to employ, hire or engage a Task Seeker outside the Platform or directly within six (6) months following the date last Task completed by the Task Seeker through the Platform, the Task Poster will notify ATPL and the Task Poster will be billed six hundred dollars (\$600) for such direct hire of the Task Seeker. This fee shall be charged regardless of whether the Task Poster contacts the Task Seeker directly or indirectly, or if the Task Seeker is re-introduced to the Task Poster by another third party. Any engagement of the Task Seeker by the Task Poster shall be defined as a "Direct Hire" and shall trigger the direct hire fee, including but not limited to a full time hire, part time hire, independent contractor hire, casual hire or intern hire.
36. All Users should exercise caution and common sense to protect their personal safety and property. Neither ATPL nor its affiliates or licensors is responsible for the conduct, whether online or offline, of any User of the ATPL Service. ATPL and its affiliates and licensors will not be liable for any claim, injury or damage arising in connection with your use of the ATPL Service.

#### Transactions and Fees

37. Creating a User Account is free. There is no charge for Users to post Tasks, or for Users to review content on the Platform.
38. All payment transactions through the Platform are handled by a third party called Strip and not by ATPL. By agreeing to our Terms, you confirm that you have read the Terms and Conditions and policies of Strip and that you will abide by them. They can be found here:  
<https://stripe.com/au/connect-account/legal>

<https://stripe.com/docs/connect/updating-accounts#tos-acceptance>

39. Users of ATPL contract for Tasks directly with other Users. ATPL will not be a party to any contracts for Tasks or Services. The Platform is used to facilitate payment of completed Tasks.
40. Payment of a completed Task is processed at the end of a completed Task transaction. Once a Task is completed, the Task Seeker records how long the Task took to complete and marks the Task as complete via the Platform.
41. The price of the Task is calculated as a function of time taken to perform the Task multiplied by the pre-agreed hourly rate ("Task Payment" or "WorkingBeez Charge"). You understand that the Platform uses a dynamic pricing scale and that there is no obligation on ATPL to notify Users about Task Payments.
42. When a Task Poster posts a Task on the Platform, the Task Poster consents to ATPL potentially checking their credit card, debit card or bank account to confirm that they have enough money in their account to cover the costs of the Task. ATPL may use a third party service to provide payment services and to hold funds in escrow on behalf of the Task Poster for the Task Seeker.
43. When the Task Seeker completes the Task, they will then complete a timesheet which will state the hours worked on the task. The timesheet will then be sent to the Task Poster who will review the timesheet and pay the Task Payment amount to the Task Seeker's online Account through the Platform.
44. When the Task is marked complete by the Task Seeker, the Task Poster will have 24 hours before the Task is automatically marked complete and the Task Seeker is paid the Task Payment. It is the responsibility of the Task Poster to raise any questions or dispute the Task Payment if the Task Poster doesn't agree that the Task was completed as per the Task description within 24 hours.
45. Any payments paid in cash outside of the Platform are not subject to this Agreement. Any reimbursement expenses that are incurred by a Task Seeker in connection with the completion of a Task may, however, be paid by the Task Poster in cash offline to the Task Seeker.
46. ATPL has no obligation to provide refunds or credits or Task Payment, but may grant them in extenuating circumstances at ATPL's sole discretion such as, as a result of specific refund guarantee promotions or to correct any errors made by ATPL. Prices are displayed in the currency

in which the transaction will be processed (\$AUD).

#### Platform Service Fee

47. Task Seeker's agrees to pay ATPL a service fee of 20% of the Task Payment amount of the Task (inclusive of GST) received by the Task Seeker ("Platform Service Fee"). The Platform Service Fee will be deducted from the Task Seeker's online account once the Task Payment is received from the Task Poster. The Platform Service Fee is a charge for making the match between the Task Poster and Task Seeker, for providing a payment solution, and for the hosting and administration of the Platform and Services.
48. The Platform Service Fee payable to ATPL on the date on which the Task Seeker notifies the Task Poster that the Task is complete.
49. For the avoidance of doubt, the Platform Service Fee will only be calculated on the amount of the Task Payment payable by the Task Poster to the Task Seeker for the completion of the Task, not on costs incurred by the Task Seeker in completing the job.
50. The Platform Service Fee cannot be cancelled or refunded.

#### Cancellation of Tasks For Task Seeker

51. In order to protect the integrity and discipline of the Platform, ATPL will penalise Task Seekers and Task Posters that cancel Tasks once a Task has been accepted. Each time a Task Seeker cancels any task, their suspension will be calculated by the table below.

A suspension means that You will not be able to accept new Tasks. Any existing Tasks that You may have can be still performed and completed.

Cancel Accepted Task 1 <sup>st</sup> time	1 day
Cancel Accepted Task 2 <sup>nd</sup> time	3 days
Cancel Accepted Task 3 <sup>rd</sup> time	14 days
Cancel Accepted Task 4 <sup>th</sup> time	28 days
Cancel Accepted Task 5 <sup>th</sup> time	Possible termination of Account

This will be calculated and maintained each financial year starting 1 July to 30 June.

52. Task Seekers are also encouraged to accept invitations for invited Tasks. If they shows their availability and they do not apply to a Task invitation, their Account will be suspended according to the below table:

Not accept invitation 2 <sup>nd</sup> time	1 day
Not accept invitation 4 <sup>th</sup> time	3 days
Not accept invitation 5 <sup>th</sup> time	15 days or possible termination of Account

This will be calculated and maintained each financial year starting 1 July to 30 June.

#### Cancellation of Tasks for Task Poster

53. Task Posters can cancel an accepted Task at anytime. However, if a Task Poster cancels the accepted Task within 2 hours before the Task is scheduled to start, the Task Poster will be charged for 3 hours. Further, if a Task Poster aborts the running Task for any reason other than Task Seeker did not turn up, the Task Poster will be charged for 3 hours or actual hours whichever is higher. The cost includes both the payment to the Task Seeker and the Platform.

54. If a Task Poster cancels more than one Task per month, ATPL may suspend or terminate the Account of the Task Poster at its sole discretion.

#### Mediation and Dispute Resolution

55. ATPL expressly disclaims any liability that may arise between Users of the ATPL Service. ATPL only facilitates the Platform that connects Users. If You have a dispute with another User/s, You release ATPL (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages arising out of or in any way connected with such disputes.

56. ATPL encourages You to try and resolve disputes with other Users directly. If this does not work, we encourage that You use a certified mediator to help resolve your dispute. You acknowledge and agree that ATPL may, in its absolute discretion, provide such of Your information as it decides is suitable to other User or mediator involved in the dispute.

57. If there is a dispute between You and ATPL in relation to these Terms, you must attend mediation at a commercial disputes center, in the state of Queensland, Australia. You and ATPL agree to be bound by the outcome of that mediation. Each of You and ATPL will bear its own costs (and split equally any joint costs) of mediating the dispute.



58. If either party wishes to initiate mediation, the initiating party must notify the other party in writing via mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for mediation must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought.
59. You agree that by entering into these Terms, You waive your right to have any claim brought, heard or arbitrated as a class action, collective action or representative action, and an arbitrator or court of law shall not have any authority to hear or arbitrate any class, collective or representative action ("Class Action Waiver").
60. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator or mediator. In the case a dispute is filed as a class action and there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class action must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration where each party's claim will be individually assessed and handled accordingly.

#### Feedback & Reviews

61. ATPL is entitled to suspend or terminate your Account at any time if ATPL is concerned by any feedback about You, or considers your feedback rating to be unsatisfactory.
62. Reviews are used to provide insight to other Users about a Users performance when completing a Task. The Reviews are the opinions of User(s) only and not ATPL's.
63. You agree that if you submit reviews, comments, photos or any other content on the Platform, you grant ATPL the non exclusive, royalty-free, right to use, edit and distribute such content in any form as ATPL desires. This content may be used in the media or for marketing purposes.

#### User's responsibilities

64. User's agree that at all times:
- You must comply with these Terms, all ATPL policies, and all applicable laws and regulations;
  - You will post information that is correct and update it regularly

- You will promptly and efficiently perform your Tasks and other obligations you may have to other Users and to ATPL;
- All content posted on the Platform belongs to ATPL. It may not be used on third party sites or for other business purposes without ATPL's express permission;
- You will not use ATPL for illegal or immoral purposes;
- Anything that is posted on the Platform must not potentially or actually cause harm to ATPL or any Users. "Harm" includes, but is not limited to, non-economic loss.
- You will only maintain a maximum of one Account
- You have the necessary qualification to accept and complete Tasks.
- You are an Australian resident or you have a legal right to undertake the Task in Australia

65. All Users must read ATPL's Privacy Policy. The Policy details how information is managed and collected by ATPL in accordance with all applicable privacy legislation in Australia.

66. All information You supply to ATPL or share with other Users must be accurate and updated regularly. The information must not violate any intellectual property rights or any Australian laws. Furthermore, it cannot be obscene or contain any material that, in ATPL's discretion, is in any way inappropriate or malicious, including, but not limited to viruses, or other computer programs or code that may access or modify any of ATPL's data.

67. When You enter into a transaction using the Services provided by ATPL, You create a legally binding contract with another User. If You do not comply with your obligations to another User, You may become legally liable to that other User. If another User breaches any obligation to You, You are responsible for enforcing any rights that You may have against that User.

68. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. ATPL does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

69. Subject to the terms of these Terms of Use, the parties acknowledge that the Task Seeker and Task Poster are solely responsible for controlling the manner in which the Task are allocated and performed.

70. ATPL reserves the right to terminate your access to the Platform and Services if you have breached your responsibilities under the Terms or if you have not accepted or posted a Task in the previous twelve months.

#### Intellectual Property

71. You acknowledge that all the intellectual property rights of the Platform and the Service belong to ATPL. All information that is generated or submitted to the Platform belongs to ATPL. You do not have, any right, title or interest in the trademarks of ATPL and You are not able to use or refer to the logos, trademarks or intellectual property of ATPL or ATPL's affiliates.

72. You understand that trademarks, logos or trade names of third parties used on or in connection with the Platform, are used for identification purposes only and may be the property of their respective owners.

#### Limitation of Liability

73. ATPL disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms.

74. ATPL makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Services or Platform, or that the Services will be uninterrupted or error-free.

75. ATPL does not guarantee the quality, suitability, safety or ability of Users. You agree that the entire risk arising out of your use of the Services remains solely with You to the maximum extent permitted under the applicable law.

76. ATPL shall not be liable for indirect, incidental, punitive or consequential damages including lost profits, lost data, personal injury, death or property damage related to, in connection with, or otherwise resulting from any use of the Services or Platform, even if ATPL as been advised of the possibility of such damages.

77. ATPL shall not be liable for any damages, liability or losses arising out of your use or relation on the Services or Platform, your inability to access or use the Services or Platform or any transaction or

relationship between you and any other User.

78. The limitations and disclaimer in this section does not purport to limit liability or alter your rights that cannot be excluded under applicable law.

79. You agree to indemnify and hold ATPL, User's, employees and agents from any and all claims, demands, losses, liabilities, and expenses, including but not limited to legal fees, arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) ATPL's use of your User Content; or (iv) your violation of the rights of any third party.

80. Additionally, in the event that ATPL is found to be in breach of the Terms towards a particular User, the aggregate liability of ATPL will not exceed the total amounts of payments paid by the User to ATPL in the previous twelve (12) months under these Terms.

#### Supplemental Terms

81. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms shall be deemed a part of the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict.

#### Amendments

82. ATPL may amend the Terms related to the Services from time to time. Amendments will be effective upon ATPL posting of such updated Terms at this location. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms. ATPL does not assume any obligation to notify Users of any changes or amendments to the Terms.

#### Personal Information

83. Our collection and use of personal information in connection with the Services is as provided in ATPL's Privacy Policy. Use of the ATPL Services confirms that You consent to, and authorise, the collection, use and disclosure of your personal information in accordance with ATPL's Privacy Policy

## Nature of Relationship

84. Nothing in these Terms constitutes a User as an agent, employee, director or partner of ATPL. A User has no authority to incur, and will not incur, any obligation on behalf of ATPL except with the prior written approval of ATPL.
85. Nothing in these Terms entitles a User to any benefits that ATPL make available to its employees, such as group insurance, profit-sharing or retirement benefits. ATPL will not withhold or make payments for tax, superannuation, or any form of insurance on your behalf.

## Taxes

86. You are solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from any payments made arising from the Services, and You agree to do so in a timely manner. To the extent required by Australian Law, ATPL will report to the Australian Tax Office the Payments paid to you for services rendered as part of ATPL Services.

## Insurance

87. You acknowledge that You are not an employee of ATPL and procure and maintained your own appropriate insurance cover all the time in relation to Tasks. As such, You are not covered by any insurance that may be provided by ATPL to its employees, including, without limitation, health insurance, workers compensation insurance, general liability insurance, and automobile liability insurance. You are solely responsible for your own insurance. Specifically, in the event that You are injured while performing a Task, You acknowledge and understand that You will not be covered under insurance coverage that ATPL has. Further, in the event that You cause an injury to a third party while You are performing a Task, You acknowledge and understand that You will not be covered by any insurance coverage that ATPL may have, and that ATPL is not making any commitment to defend and/or indemnify You in such circumstances, and specifically denies such obligation.

## Confidentiality

88. From time to time, You may be given access to confidential information in the course of performing engagements that you receive through our Platform. During the term of this agreement and at all times thereafter, you will (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any

purpose not expressly permitted or required by this Term, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining ATPL's express prior written consent. "Confidential Information" means any and all information related to ATPL's or any User/s (including but not limited to trade secrets, technical information, User/s profile information, location, know-how and any proprietary information of third parties including Users/s) whether business or personal, which would reasonably be considered to be private or proprietary to the ATPL or User/s and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the User.

89. You will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature, and with no less than reasonable care.
90. User/s agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which User has obtained, except as authorised by the ATPL 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.
91. Upon ATPL request and upon any termination or expiration of this agreement, you will promptly (a) return to ATPL or, if so directed by ATPL, destroy all Confidential Information (in every form and medium), (b) permanently erase all electronic files containing or summarizing any Confidential Information, and (c) confirm to ATPL in writing that you have fully complied with these obligations.
92. All written and oral information and material disclosed or provided by the ATPL to User 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 User.

### SMS and Email service

93. By creating an Account, you agree that ATPL may send you informational text (SMS) messages or emails as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages or emails from ATPL at any time by replying STOP to the phone number sending the SMS messages or by replying STOP to the email address sending emails to you. You acknowledge that opting out of receiving text (SMS) messages or emails may impact your use of the Services.

### Governing Law

94. It is the intention of the Parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Queensland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### Assignment or transfer

95. You may not assign or transfer these Terms in whole or in part without ATPL's prior written approval. You give your approval to ATPL for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of ATPL's equity, business or assets; or (iii) a successor by merger.
96. Termination or expiration of these Terms will not affect a party's liability for any breach of these Terms such party may have committed before the expiration or termination.

### Severability

97. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."

### Titles/Headings

98. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this agreement

### General Enquiries

99. All enquiries can be directed to [business@apptting.com.au](mailto:business@apptting.com.au)