

Standard Form of Agreement (SFOA)

Last updated on 10 June 2020

GENERAL TERMS

These General Terms, together with any Service Order (defined in clause 1) and the documents set out in clause 2, form Breeze Connect Pty Ltd's Standard Form of Agreement (**SFOA**) for the purposes of section 479 of the *Telecommunications Act 1997* (Cth).

This SFOA governs the terms under which Breeze Connect Pty Ltd ABN 23 621 836 075 (**Breeze Connect, we, us, our**) provides Services (defined in clause 4) to you or the company which you represent (**Client, you, your**).

1. QUOTES, THIS AGREEMENT, ACCEPTANCE

- (a) These General Terms will apply to all the Client's dealings with Breeze Connect, including being incorporated in all agreements, quotations or orders under which Breeze Connect is to provide services to the Client (each a '**Service Order**') together with any additional terms included in such Service Order (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted this SFOA if the Client accepts a Service Order, or if the Client orders, accepts or pays for any services provided by Breeze Connect after receiving or becoming aware of this SFOA or these General Terms.

2. DOCUMENTS INCORPORATED INTO THIS SFOA

The documents that are incorporated into the SFOA are:

- (a) these General Terms;
- (b) your Service Order; and
- (c) the following documents available on the Breeze Connect website (<https://breezeconnect.com.au/>):
 - (i) applicable Service Descriptions;
 - (ii) the Complaints Handling Policy; and
 - (iii) Critical Information Summaries.

3. HOW TO READ THIS AGREEMENT

3.1 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in these terms and conditions have the meaning given:

- (a) to that word or phrase in the Service Order;
- (b) by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or
- (c) in the definitions in clause 22 of this SFOA.

3.2 ORDER OF PRECEDENCE

In the event of any inconsistency between these General Terms, any Service Order, and any of the other documents listed in clause 2, the order of precedence given to the documents in clause 2 will apply.

4. SERVICES

- (a) In consideration for the payment of the fees set out in the Service Order (**Fees**), Breeze Connect will provide the Client with services set out in a Service Order (**Services**).
- (b) Unless otherwise agreed, Breeze Connect may, in its discretion:
 - (i) not commence work on any Services until the Client has paid any Fees or deposit payable in respect of such Services; and
 - (ii) withhold delivery of Services until the Client has paid an invoice in respect of such Services.

5. CHANGING THE SFOA

- (a) Breeze Connect may update any part of the SFOA at any time without notice to the Client, if such an update will not be detrimental to the Client or if such a change is required by law, for example, where there is an increase to the GST or, if applicable, the international roaming charges.
- (b) If Breeze Connect makes changes to the SFOA that are detrimental to the Client, for example, by increasing the price the Client must pay for the Services, Breeze Connect will give the Client at least 21 days' notice in writing (normally, by email) before such changes come into effect.
- (c) The Client continuing to order, accept or pay for any goods and/or services provided by Breeze Connect following an update of this SFOA under this clause will represent an agreement by the Client to be bound by the SFOA as amended.
- (d) The Client is encouraged to check the date at the top of the General Terms to see when Breeze Connect last updated the General Terms.

6. ELIGIBILITY

To purchase either Services the Client must:

- (a) be at least eighteen (18) years of age;
- (b) accept any applicable third party terms in accordance with clause 7;
- (c) accept the Client Service Guarantee Waiver in accordance with clause 8.
- (d) provide acceptable identification in accordance with clause 9;
- (e) not have any outstanding accounts with Breeze Connect; and
- (f) not have previously misused our services.

7. THIRD PARTY SUPPLIERS

- (a) The Client acknowledges and agrees that the Services are telecommunications services that by their nature are dependent, directly and indirectly, on related services provided by third party suppliers (**Suppliers**).
- (b) Many aspects of the Service may be subject to the terms and conditions and policies of the Supplier providing the relevant service (**Supplier Terms**), including 'no refund' policies. For example, if the Service includes an internet connection powered by Optus, then Optus' terms and conditions and policies will apply.
- (c) The Client agrees to familiarise themselves with any Supplier Terms applicable to any goods and/or services provided by the Suppliers and, by instructing Breeze Connect to acquire the

goods or services on the Client's behalf, the Client will be taken to have agreed to such Supplier Terms.

- (d) Breeze Connect does not control, and is not responsible for, any interruption, degradation or failure of the service to the extent it is caused or contributed to by the Suppliers.

8. CLIENT SERVICE GUARANTEE WAIVER

Part 5 of the Telecommunications (Client Service Guarantee) Standard 2011 (**CSG**) permits Breeze Connect to ask that you waive the protections and rights provided for under the CSG.

The CSG contains performance standards which carriage service providers, such as Breeze Connect, are required to fulfill (unless the Client has waived these performance standards). More information in relation to the CSG is available on the Australian Communications and Media Authority's website (www.acma.gov.au).

Our Services cost significantly less in comparison to equivalent Standard Telephone Line services provided upon the public switched telephone network or other equivalent services. Breeze Connect is only able to provide such pricing, if we are not required to meet the CSG performance standards.

While we endeavour to provide you with the highest level of service possible, we require our Clients to waive their rights under and in respect of the CSG.

Under this clause the Client is required to waive all of the rights conferred by the CSG including the following:

- (a) The provision of the following written information every two years in relation to:
 - (i) The performance standards that apply to the supply of specific services;
 - (ii) The obligations of the provider under those standards;
 - (iii) The Clients entitlements to damages under the Telecommunications (Client Protection and Service Standard) Act 1999 for contravention of the performance standards; and
 - (iv) On request, provide information to the Client about a performance standard.
- (b) Guaranteed maximum service connection periods;
- (c) Guaranteed maximum fault rectification periods; and
- (d) Making and changing appointment in the following circumstances as set out in the CSG.

By waiving your rights under the CSG under this clause, you will not be able to claim compensation from Breeze Connect for any failure to meet the prescribed performance standards in relation to the supply of our Services.

This waiver will take effect upon the Start Date and continue until such time as the Services are cancelled by the Client.

9. IDENTIFICATION, PRIVACY AND CLIENT INFORMATION

- (a) The Client acknowledges and agrees that:
 - (i) as a carriage service provider, Breeze Connect may be required by law to establish the Client's identity or residential address prior to providing a particular Service. In such circumstances, if Breeze Connect is unable to identify the Client or verify the Client's address, or if the Client provides false or inaccurate information to Breeze Connect, Breeze Connect will not be required to supply the relevant Service to the Client; and

- (ii) Breeze Connect may be required by law to seek additional information or specific proof of identity from the Client from time to time, and if the Client fails to supply such required information, Breeze Connect will be able to suspend the relevant Service to the Client; and
 - (iii) Breeze Connect or a Supplier whose network is used to supply the Services, may be required by law to intercept communications transmitted via the Services or to monitor the Client's usage of the Services.
- (b) The Client warrants that:
- (i) it must provide Breeze Connect with all documentation, information and assistance reasonably required for Breeze Connect to perform the Services;
 - (ii) all information it provides to Breeze Connect is complete, accurate and up to date; and
 - (iii) if the Client's name, email, mail or residential address changes, the Client must inform Breeze Connect of such changes within 14 days.
- (c) The Client acknowledges and agrees that Breeze Connect will collect, use and/or disclose the Client's Personal Information, as that term is defined in the *Privacy Act 1988* (Cth), in accordance with Breeze Connect's Privacy Policy, which may be found here:
<https://breezeconnect.com.au/our-policies/>.

10. RESPONSIBILITY FOR THIRD PARTIES USING THE SERVICES

The Client is responsible for any use of the Services by any other person, including but not limited to any charges incurred by a person using the Services and any account changes and/or top-ups made by a person with whom the Client shared their account details.

11. PAYMENT

11.1 FEES

The Client must pay to Breeze Connect fees in the amounts, at the times and using the payment methods set out in the Service Order or as otherwise agreed in writing.

11.2 INVOICES

Unless otherwise agreed in the Service Order, if Breeze Connect issues an invoice to the Client, payment must be made by the time(s) specified in such invoice.

11.3 BILLS

The invoices issued by Breeze Connect in accordance with clause 11.2 will specify the total amount payable for the Client's use of the Service but will not contain the itemised bill relating to the Client's usage of the Services in the relevant billing period. If applicable, the Client can access their itemised bill for the relevant billing period by requesting the relevant supplier or Breeze Connect at help@breezeconnect.com.au to provide the Client the relevant bill. All bills will be supplied to the Client's email address as a PDF attachment.

11.4 GST

Unless otherwise indicated, amounts stated in a Service Order do not include GST. In relation to any GST payable for a taxable supply by Breeze Connect, the Client must pay the GST subject to Breeze Connect providing a tax invoice.

11.5 CARD SURCHARGES

Breeze Connect reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard,).

11.6 LATE PAYMENT AND DEBT RECOVERY

If the Client does not pay an amount due under this SFOA on or before the date that it is due:

- (a) the Client must pay Breeze Connect interest at the rate of 10% per month on the amount due, calculated daily;
- (b) Breeze Connect may seek to recover the amount due by referring the matter to debt collectors; and
- (c) the Client must reimburse Breeze Connect for any costs it incurs, including any legal costs, in recovering the amount due or enforcing any of its rights under these terms.

12. CLIENT OBLIGATIONS

12.1 SERVICE USE

The following clauses apply to the Client's use of the Services.

- (a) **(permitted use)** The Client must only use the Services in accordance with:
 - (i) all applicable laws;
 - (ii) all directions issued by the relevant authorities;
 - (iii) any rules imposed by any third party whose content or service the Client accesses via the Service or whose network the Client's data traverses; and
 - (iv) all reasonable directions issued by Breeze Connect, such as directions Breeze Connect is required to make by its Suppliers or the law.
- (b) **(prohibited use)** The Client must not use, attempt to use or allow another person to use the Services:
 - (i) in a way that breaches any laws or regulations, including by using the Services to:
 - A. transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise prohibited by law;
 - B. engage in any misleading or deceptive business or marketing practice;
 - C. engage in any fraudulent or illegal activity;
 - D. in a way which incites discrimination, hate or violence towards one person or group, including because of their race, religion, gender, sexuality or nationality; or
 - E. in a way which enables children to access Breeze Connect inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to the Client;
 - (ii) in any way which damages, interferes with or interrupts the Services or the network used to supply the Services;
 - (iii) to resell, distribute or reproduce any part of the Services, or operate a contact centre, telemarketing business or similar without Breeze Connect's prior written approval;
 - (iv) to make or receive calls or send or receive Breeze Connect other than for the Client's personal or business use;

- (v) to wholesale any part of the Services, including by transmitting, refiling or aggregating domestic or international network traffic;
 - (vi) to on sell the Services or to operate a carriage service, or to act as a carrier (as those terms are defined in the *Telecommunications Act 1997* (Cth));
 - (vii) via a device that switches or reroutes calls to or from the Services;
 - (viii) via a device that automatically dials number from a list or via a random number generation;
 - (ix) for continuous call forwarding;
 - (x) to disguise the origin of a communication; or
 - (xi) by using numbers that begin with '13', '1300' or '1800' to make indirect calls through other service providers, including calling card providers.
- (c) (**directions**) Breeze Connect or the Suppliers may make reasonable directions in relation to the Client's use of the Services and if the Client fails to comply with such directions, Breeze Connect may take all reasonable steps to ensure compliance, including by suspending or cancelling the Services without further notice to the Client, and notifying relevant authorities.
- (d) (**restrictions**) The Client acknowledges and agrees that Breeze Connect or a Supplier may restrict or block access to any number or Services (other than an emergency number or Services), if required for technical, operational or commercial reasons.
- (e) (**ownership of numbers and IP addresses**) The Client acknowledges that, other than specific business numbers, which will be designated as such, it does not own the telephone numbers or IP addresses Breeze Connect provides the Client as part of the Services. Breeze Connect may change, withdraw or reset a number, to comply with any lawful directions it may receive from a Supplier, or to comply with the Telecommunications Numbering Plan or directions from ACMA.

12.2 RESPONSIBILITY FOR EQUIPMENT

- (a) The Client acknowledges that SIP Trunking and NBN Services require the provision and installation of equipment within the Client's premises (**Service Equipment**). The Client is solely responsible for acquiring, installing and maintaining the Service Equipment via the Suppliers or independently. The Client acknowledges that Breeze Connect will have no responsibility to supply, configure or maintain the Client's Service Equipment.
- (b) If the Client uses the Services via its own equipment, such as a mobile phone, router or cabling supplied by the Client (**Client Equipment**), the Client must ensure that the Client Equipment and services associated with installing the Client Equipment:
 - (i) comply with all relevant laws, regulations and directions of the relevant authorities; and
 - (ii) comply with all of Breeze Connect's or Suppliers' reasonable requirements, including but not limited to being SIP Trunking or NBN Service compatible.
- (c) If the Client Equipment does not meet the requirements of this SFOA, Breeze Connect may, without notice to the Client:
 - (i) prevent the Client Equipment from accessing all or some of the Services;
 - (ii) suspend the Client's access to the Services; or
 - (iii) cancel the Services and terminate this SFOA.
- (d) The Client is solely responsible for any maintenance of the Client Equipment or wiring at the Client's premises that is beyond the networks of carriers over which Breeze Connect delivers

its Services. Where the Client reports a fault with the Services to Breeze Connect, the Client must liaise with Breeze Connect to identify the cause of the fault and the Client must provide all reasonable assistance to test the Client Equipment and the relevant wiring and, if requested, provide the results of such tests to Breeze Connect support staff.

12.3 NOTIFICATION OF FRAUD AND MISUSE

The Client must immediately notify Breeze Connect by using the contact details provided on the Breeze Connect website, if it becomes aware or suspects at any time that the Services have been stolen, compromised, misused or used to commit fraud or another crime.

13. SERVICE LIMITATIONS AND REQUIREMENTS

- (a) The Client acknowledges and agrees that Breeze Connect or its Suppliers do not control and have no responsibility for:
 - (i) the Client's right or ability to use, access or transmit any third party content using the Services;
 - (ii) the accuracy or the completeness of any content which the Client may use, access or transmit using the Services;
 - (iii) the consequence of the Client using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
 - (iv) any charges which a third party may impose on the Client's use of their service that is accessed via the Service; or
 - (v) the quality and reliability of the Service.
- (b) The Client acknowledges that factors beyond Breeze Connect's control, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may also cause interruptions to the Service and Breeze Connect will have no responsibility for such interruptions.
- (c) Breeze Connect will not be liable to provide the Service to the Client if it becomes impracticable to do so due to causes beyond Breeze Connect's reasonable control, including, without limitation, Force Majeure (as that term is defined in clause 25 or acts or omissions of other carriers or carriage service providers or any government or regulatory authority that have an impact on the Services).
- (d) A SIP Trunking Service may not be suitable for some uses, including:
 - (i) some non-voice applications, for example, but not limited to, doorbells, HICAPS machines, Franking Machines, Paging Systems, fax, machines, data modems, EFTPOS terminals, security monitoring services or terminals that require a Standard Telephone Line;
 - (ii) if the Client or another user of the Service has a disability, serious illness or other life-threatening condition which requires an uninterrupted phone line with access to 000 emergency services; and
 - (iii) uses that require priority assistanceand the Client agrees that Breeze Connect will not be liable in connection to such uses by the Client of any Service that includes SIP Trunking.
- (e) The Client acknowledges and agrees that it is a condition of any Services that involve SIP Trunking that the client maintain an Internet Access and an internet connection in order for the Service to work. A Service that only includes SIP Trunking does not include the required Internet Access or connection.

- (f) The Client acknowledges and agrees that NBN Services are available only in areas that have been declared by NBN as ready for connection to the NBN. Availability is subject to further limitations due to a number of factors that are outside of Breeze Connect's control including but not limited to network topology, building type and cable capacity.

14. TRANSFER OF STANDARD TELEPHONE LINE

If you request that Breeze Connect transfer your Standard Telephone Line(s) from your current supplier to one of Breeze Connect's Services, you agree:

- (a) to execute all documents required to give effect to such transfer;
- (b) authorise your current supplier to transfer the services that you have requested that Breeze Connect provides;
- (c) that you may experience exclusions, limitations and restrictions in respect of your Standard Telephone Line(s) services for reasons that are outside our reasonable control;
- (d) that you must comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with such transfer.

15. SUSPENSION OF SERVICES

- (a) Breeze Connect may suspend all or some of the Services at any time, without notice if:
 - (i) required by law to do so;
 - (ii) directed to do so by a relevant authority;
 - (iii) there is a case of an emergency; or
 - (iv) Breeze Connect suspects fraud or attempted fraud associated with the Services; or
 - (v) if the Client has reached a use limitation point that the Client has nominated.
- (b) Breeze Connect may suspend all or some of the Services with a reasonable notice to the Client, if:
 - (i) Breeze Connect or its Suppliers consider it is appropriate to do so to reduce the incidence of fraud;
 - (ii) the Client breaches this SFOA or any of the Supplier Terms associated with the Services;
 - (iii) the Client repeatedly breaches any of Breeze Connect's or the Suppliers' policies;
 - (iv) it is necessary to allow Breeze Connect or a Supplier to rectify a failure or malfunction of the Service, or to perform an upgrade or to maintain the Service;
 - (v) to reduce or prevent interference with the Services or the mobile digital network operated by a Supplier;
 - (vi) Breeze Connect has a reasonable suspicion that the Client, or a person the Client has allowed to use the Services, is misusing the Services or is not authorised to use the Services;
 - (vii) the Client permanently vacates the Site or another premises where the Services is provided;
 - (viii) Breeze Connect is otherwise authorised to do so by this SFOA and the relevant laws, regulations and industry codes.

16. EXCEPTIONALLY HIGH USE

- (a) If Breeze Connect becomes aware of, or reasonably suspects, that the Client's use of the Services is unusually high (for example there is an unusually high volume of international calls on the Client's bill), Breeze Connect may contact the Client to confirm that the Client is aware of the unusual use of the Services. If Breeze Connect is unable to obtain such confirmation, it may suspend the Services until the confirmation is obtained.
- (b) If Breeze Connect contacts the Client or suspends the Services in accordance with clause 16(a), the Client agrees that Breeze Connect may do any reasonable thing to satisfy itself that the unusual use of the Services is appropriate, which may include requiring the Client to provide evidence of its identity, or its ability to pay for the unusual use of the Services.

17. INTELLECTUAL PROPERTY

- (a) Breeze Connect and/or the Suppliers, as the case may be, retain ownership of all materials developed or provided (or both, as the case may be) to the Client in connection with the Services. Such materials include telephone numbers, IP Addresses, text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software (**Service Content**).
- (b) Breeze Connect, and/or the Suppliers, as the case may be, reserve all rights in any Intellectual Property Rights in the Service Content which are not expressly granted to the Client.
- (c) The Client must not reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from Breeze Connect or as permitted by law.

18. WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this SFOA or a Service Order are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

19. LIABILITY

- (a) (**Limitation of liability**) To the maximum extent permitted by applicable law, the maximum aggregate liability of Breeze Connect to the Client in respect of loss or damage sustained by the Client under or in connection with this SFOA is limited to the total Fees paid to Breeze Connect by the Client in the 6 months preceding the first event giving rise to the relevant liability.
- (b) (**Indemnity**) The Client agrees at all times to indemnify and hold harmless Breeze Connect and its officers, employees and agents ("**those indemnified**") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Client or the Client's officers', employees' or agents':
 - (i) breach of any term of this agreement; or
 - (ii) negligent, fraudulent or criminal act or omission.
- (c) (**Consequential loss**) Breeze Connect will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this

agreement or any goods or services provided by Breeze Connect, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

20. SUBCONTRACTING

Breeze Connect may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

21. TERMINATION

21.1 TERMINATION BY BREEZE CONNECT

- (a) In addition to any other termination rights Breeze Connect may have under this SFOA, Breeze Connect may terminate this SFOA with a reasonable notice to the Client, if:
 - (i) Breeze Connect suspends the Services to the Client for more than 14 days;
 - (ii) an event beyond Breeze Connect's reasonable control prevents Breeze Connect from supplying the Services for more than 14 days; and
 - (iii) Breeze Connect has a reasonable suspicion that the Client, or a person the Client has allowed to use the Services, is misusing the Services or is not authorised to use the Services.

21.2 TERMINATION BY CLIENT

- (a) Subject to clause 0, the Client may terminate this SFOA at any time by written notice to Breeze Connect.
- (b) The Client may also cancel the Services or terminate this SFOA if permitted under the laws in force in the state or territory in which the Client resides (for example, if a statutory cooling-off period applies entitling the Client to termination and refund rights) and nothing in this SFOA limits or excludes any the Client's termination or other rights under such laws.

EFFECT OF TERMINATION

Upon termination of this SFOA:

- (c) any Fees paid by the Client will not be refundable;
- (d) the Client must pay all amounts owed for any Services already provided as at the date of termination;
- (e) each party must return all property of other parties to those respective parties; and
- (f) no rights, liabilities or remedies of any party will be invalidated by the termination.

21.3 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this SFOA will survive and be enforceable after such termination or expiry.

22. DEFINITIONS

In this SFOA, the following words and phrases have the following meaning:

Term	Meaning
ACMA	Australian Communications and Media Authority.
Broadband	Internet services utilising Internet Access by means of DSL (or alternative technology).
Business Day	A day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Adelaide, South Australia.
Intellectual Property Rights	All copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.
Internet Access	access to the internet to enable data to be transferred to and from the user's computer.
Laws	Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Services are performed or received and includes any industry codes of conduct.
NBN	National Broadband Network Limited.
NBN Services	Means the provision of connectivity to a network from the Client's premises for the purpose of transmitting and receiving information by means of "Internet Protocol (IPv4)" as set out in the relevant Service Description.
Personnel	Employees, secondees, agents and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.
Service Description	A description of a specific service offered by Breeze Connect set out on its Website.
SIP Trunking	IP Voice telephony service provided in accordance with a Service Order and the applicable Service Descriptions.
Standard Telephone Line	means a public switched telephony service, upon which a dial tone is presented and provisioned upon a pair of metallic wires, originating from a Telephone exchange and delivered in a contiguous manner to a customer premises.
Website	Means https://breezeconnect.com.au/

23. ASSIGNMENT

- (a) The Client agrees that Breeze Connect may assign all or part of its rights under this SFOA to any person at any time, without providing notice to the Client.
- (b) The Client agrees and consents that this SFOA may be novated (that is, Breeze Connect will be replaced as a party to this SFOA by another person) to any other person by either Breeze Connect or the person to whom this SFOA will be novated by notice to the Client, provided that the novation is on terms no less favourable to the Client than the terms of this SFOA immediately before the novation.
- (c) The Client cannot assign or novate any of its rights or obligations under this SFOA.

24. DISPUTE RESOLUTION

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this SFOA prior to commencing any proceedings.
- (b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.
- (c) The parties acknowledge that compliance with this clause 21 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
 - (i) in the case of applications for urgent interlocutory relief; or
 - (ii) a breach by another party of this clause 21.

25. FORCE MAJEURE

Breeze Connect will not be liable for performance delays nor for non-performance due to causes beyond Breeze Connect's reasonable control, including any delay due directly or indirectly to COVID-19 (**Force Majeure**).

26. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,whichever is earlier.

27. GENERAL

27.1 GOVERNING LAW

This SFOA is governed by the law applying in South Australia, Australia.

27.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of South Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this SFOA. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

27.3 RELATIONSHIP

- (a) Nothing contained in this SFOA creates an agency, partnership, joint venture or employment relationship between Breeze Connect and the Client or any of their respective employees, agents or contractors.
- (b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

27.4 AMENDMENTS

This SFOA may only be amended by a document signed by each party.

27.5 WAIVER

No party to this SFOA may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

27.6 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this SFOA.

27.7 ENTIRE AGREEMENT

This SFOA embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this SFOA.