

CUSTOMER AGREEMENT

Updated: 30/12/2025

This Customer Agreement (“**Agreement**”) is a contract between you (“**Customer**”, “**you**”, “**your**”) and Mobble Pty Ltd (“**Mobble**”). It governs your use of Mobble’s sites, services, mobile apps, products and content (“**Services**”).

This Agreement is binding on any use of the Services and applies to a Customer from the time a Customer registers for the Services. By accessing, using, or registering for the Services you acknowledge that you have read and understood this Agreement and you agree to be bound by its terms and conditions, as well as the terms of the Privacy Policy and any applicable supplemental policies referenced herein.

If you do not agree with any of the terms and conditions of this Agreement, you may not trial or purchase, or continue to use the Services.

If you are entering into this Agreement on behalf of an entity or organisation, you represent and warrant that you have the full authority as at the time of entering into this Agreement to bind that entity or organisation to the terms of this Agreement. You will provide evidence of such authority on request by Mobble. If you do not have such authority, or if you do not agree with this Agreement, you must not use or permit use of the Services.

Mobble may revise this Agreement from time to time and any material changes will be notified to you via email or the Portal. Continued use of the Services after such changes take effect constitutes acceptance of the revised Agreement, unless prohibited by law.

It is agreed as follows.

1. **Contract Administration**

- a) Customer registering for the Services constitutes an offer to trial and/or purchase Services from Mobble.
- b) If you have elected to use a free trial, your trial will expire after 21 days (unless otherwise agreed with Mobble for a different period). Mobble reserves the right to revoke or modify the terms of the trial at any time.
- c) To continue using the Services after your free trial expires, and subject to clause 9.5(a), you must purchase a Subscription by entering your debit or credit card information in the Portal for processing. By providing your payment details, you authorise Mobble to charge your payment method for the applicable Subscription Fees and any other charges incurred in connection with your use of the Services. If the subscription is not successfully processed, your account will be frozen and inaccessible until payment is received.
- d) Where your payment details are provided prior to the trial commencing, Mobble may, unless you opt out, automatically initiate a periodic subscription upon trial expiry. You will be notified in advance of

any auto-renewal billing, and where required by law (including certain states of the United States of America (“U.S.” or “U.S.A.”) and Canadian provinces), Mobble will:

- i. clearly disclose the renewal terms;
- ii. obtain your affirmative consent before initiating any charges, and
- iii. offer you the ability to cancel the renewal at any time via the Portal or by contacting us.

2. Term

- a) This Agreement remains in effect for as long as you maintain an active Account with Mobble, unless terminated earlier in accordance with its terms (“**Term**”).
- b) Where you are using the Services under a free trial, this Agreement continues for the duration of the trial period, unless you purchase a Subscription before the trial ends.
- c) For paid Subscriptions, the Agreement will automatically renew at the end of each billing cycle unless cancelled in accordance with clause 13. Mobble will provide advance notice of renewal and cancellation rights where required by applicable law.

3. Provision of Services

- a) Mobble agrees to provide and make available the Services to Customer during the Term.
- b) Mobble may, from time to time, perform maintenance or implement service improvements that may temporarily affect access to the Services.
- c) Access to the Services may be suspended or restricted in the event of non-payment, security concerns, legal obligations, or misuse by the Customer.
- d) The Customer is responsible for ensuring that its use of the Services complies with all applicable laws, including any data, telecommunications, and export control laws in its jurisdiction.

4. Updates

- a) Mobble may make Updates available to Customer from time to time. Customer must install any Updates as soon as reasonably practicable upon receipt. Once installed, Updates will be deemed to form part of the Products.
- b) Mobble will use reasonable efforts to notify the Customer of any material Updates that may significantly affect the functionality, performance, or user experience of the Services.
- c) To the extent permitted by applicable law, Mobble is not liable for any failure of the Services to operate in accordance with this Agreement, or to meet any implied warranties or statutory guarantees, where the Customer has failed to install required Updates.
- d) If a material Update materially diminishes the core functionality of the Services, the Customer may terminate their Subscription in accordance with clause 13.

5. Use Of Products

a) Licence Restrictions

Customer must:

- i. not copy the Products except where such copying is incidental to normal use of the Products, or where it is necessary for the purpose of back-up or operational security;
- ii. not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Products;
- iii. not make alterations to, or modifications of, the whole or any part of the Products, or permit the Products or any part of it to be combined with, or become incorporated in, any other programs;
- iv. not disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Products or attempt to do any such thing, except to the extent permitted by applicable law;
- v. not provide or otherwise make available the Products in whole or in part (including object and source code), in any form to any person without prior written consent from Mobble; and
- vi. comply with all technology control or export laws and regulations that apply to the technology used or supported by the Products, including U.S. and Canadian export control laws.

b) Acceptable Use Restrictions

Customer must:

- i. not use the Products in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful Data, into the Products or any operating system;
- ii. not infringe Mobble's Intellectual Property Rights or those of any third party in relation to Customer's use of the Products;
- iii. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to Customer's use of the Products;
- iv. not use the Products in a way that could damage, disable, overburden, impair or compromise Mobble's systems or security or interfere with other users;
- v. not collect or harvest any information or data, or attempt to decipher any transmissions to or from the servers used by Mobble; and
- vi. not use the Products in violation of any applicable data, privacy, or telecommunications laws in the Customer's jurisdiction.

c) Responsibility for Personnel

Customer will also procure that its Personnel comply with the requirements of this clause 5.

6. Intellectual Property Rights

6.1 Products

- a) Subject to the Customer's compliance with clause 5, the parties acknowledge that all rights, title and interest in the Products including in any improvements to the Products (including any Intellectual Property Rights in the Products and any improvements to them) remain with Mobble and/or its licensors at all times and nothing in this Agreement is intended to transfer such right, title or interest to Customer.
- b) Subject to Customer's compliance with the terms of this Agreement (including but not limited to clause 5), Mobble grants to Customer and its Personnel a limited, non-transferable and non-exclusive licence to:
 - i. access, view and use the Portal and Documents; and
 - ii. view, use and display the App on the Customer's own device, during the term of this Agreement for personal and business purposes (to the extent that the business purpose is solely and directly related to the management of the agricultural property for which the purchase of the Products relates) only.
- c) The licence granted under clause 6.1(b) does not include a right to sub-license or otherwise provide the Products to any third party without Mobble's prior written consent.
- d) Without limiting clause 6.2, Mobble acknowledges that you own or license all rights, title and interest in the Data (including any Intellectual Property Rights), and that this Agreement does not transfer ownership of any such right, title or interest of you or any third party.
- e) Mobble will not distribute or transfer the Data to any third parties without Customer's consent, except where required by applicable law or court order, or to third-party service providers acting on Mobble's behalf under appropriate confidentiality obligations.

6.2 Data and Derivative Materials

You acknowledge and agree that:

- a) Mobble may access, use, adapt, modify, reproduce, reformat, transform, and process the Data, to the extent necessary to provide the Services and to otherwise carry out our obligations under this Agreement;
- b) without limiting clauses 6.2(c) and 6.2 (d), Mobble may create Derivative Materials from the Data, including by combining the Data with other information collected or otherwise obtained by Mobble, provided that such Derivative Materials do not incorporate the Data or Confidential Information in a form that could reasonably identify the Customer or any individual, and are used only in aggregated and anonymised form.

- c) Mobble may use information about you, or information about your use of the Services, for the purposes of improving the Services, detecting and addressing threats to the functionality, security, integrity and availability of the Services, detecting and addressing breaches of this Agreement or any of our other policies and to help us to resolve your service requests, provided such use complies with applicable privacy and data protection laws; and
- d) any existing or future Intellectual Property Rights in any Derivative Materials created in accordance with this clause 6.2, provided such Derivative Materials do not contain Data or Confidential Information in a form that could reasonably identify the Customer or any individual, will vest in Mobble absolutely. For clarity, nothing in this clause transfers ownership of the Customer's underlying Data, which will remain the property of the Customer at all times.
- e) Notwithstanding clause 6.2(d), Mobble may offer customers the option to have their Data excluded from the creation of Derivative Materials, subject to any applicable commercial terms or fees. Details of such option, including applicable terms, will be provided in the Portal or as otherwise agreed in writing.

7. Confidential Information

7.1 Confidentiality

Subject to clause 7.2, a Party must not disclose, or use for a purpose other than as contemplated by this Agreement, the existence of and terms of this Agreement or any other Confidential Information.

7.2 Permitted disclosure

A Party may disclose any Confidential Information:

- a) to the other party to this Agreement;
- b) under corresponding obligations of confidence as imposed by this clause, to persons which control or are controlled by the party (including any parent company, affiliate, or subsidiary), and the employees, legal advisors or consultants of such persons;
- c) which is at the time lawfully in the possession of the proposed recipient of the Confidential Information through sources other than the other party, or any affiliate, parent, or subsidiary of the other party, to this Agreement;
- d) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement;
- e) if required under a binding order of a court, governmental authority, or regulatory agency, or under a procedure for discovery in any proceedings;
- f) if required under any applicable law, regulation, or legally binding directive, whether or not having the force of law;

- g) as required or permitted by this Agreement;
- h) to its legal advisers, its insurers and its consultants, under obligations of confidentiality; or
- i) with the prior written consent of the other party to this Agreement.

7.3 Publicity

- a) Customer agrees that, notwithstanding this clause 7, Mobble may:
 - i. disclose to third parties the fact that Customer has entered into this Agreement with Mobble; and
 - ii. use anonymised or aggregated information about Customer, in any marketing or other material used by Mobble, provided such use complies with applicable data protection and privacy laws.
- b) For the avoidance of doubt, marketing material may include (but is not limited to) case studies regarding Customer's involvement with Mobble, however Mobble will only identify Customer in marketing material (including in case studies) with Customer's prior written consent.

8. Privacy

- a) You acknowledge that:
 - i. Mobble collects Personal Information and other data about you in order to enable you to access and use the Services and for purposes otherwise set out in the Privacy Policy;
 - ii. this information may be disclosed to third parties that help us deliver our services or support our business operations, or as required by Law;
 - iii. if you do not provide this information, we may not be able to provide all of our Services or Products to you; and
 - iv. we may also disclose your Personal Information to recipients that are located outside of your jurisdiction, including to our third-party suppliers and service providers, subject to appropriate safeguards under applicable data protection laws.
- b) Our Privacy Policy explains how we store and use, and how you may access and correct your Personal Information, how you can lodge a complaint regarding the handling of your Personal Information and how we will handle any complaint. The Privacy Policy also outlines your rights under applicable privacy and data protection laws, including any rights to access, correction, deletion, data portability, and objection to processing.
- c) By providing your Personal Information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy, including international transfers where permitted by applicable law.
- d) Customer must not use, or cause the Products to be used, in any manner or for any purpose prohibited

by any applicable privacy, data protection, or telecommunications laws, including but not limited to the California Consumer Privacy Act, California Privacy Rights Act, Personal Information Protection and Electronic Documents Act, General Data Protection Regulation and other similar laws.

- e) If you are a resident of a jurisdiction that grants specific data rights (such as California or Canada), you may have additional rights regarding your Personal Information, including the right to know what data we collect, request deletion or correction, object to certain processing, and opt out of certain disclosures or sales of your data. For details, please refer to our Privacy Policy.
- f) Where your Personal Information is transferred outside of your jurisdiction, we implement appropriate safeguards to protect your data, which may include contractual clauses, data processing agreements, or reliance adequacy decisions under the GDPR or other applicable laws.
- g) Where Mobble processes Personal Information on behalf of the Customer in the course of providing the Services, Mobble shall:
 - i. process such Personal Information only in accordance with the Customer's documented instructions, unless otherwise required by applicable law;
 - ii. implement and maintain appropriate technical and organisational measures to protect the Personal Information against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration, or disclosure;
 - iii. ensure that persons authorised to process the Personal Information are bound by confidentiality obligations;
 - iv. provide reasonable assistance to the Customer in responding to data subject requests to exercise their rights under applicable Privacy laws;
 - v. notify the Customer without undue delay upon becoming aware of a Personal Information breach that affects Customer data;
 - vi. not engage sub-processors to process Personal Information without imposing obligations substantially similar to those set out in this clause; and
 - vii. upon termination or expiration of this Agreement, delete or return all Personal Information processed on behalf of the Customer, unless required to retain such data under applicable law.

9. Payment and Plans

9.1 Fees

- a) Customer must pay the Fees using a valid debit or credit card at the point the Customer elects to purchase and subscribe to the Services, unless alternative payment methods are agreed with Mobble as set out in clause 9.5.
- b) The Fees may be waived for any period of time at the sole discretion of Mobble. This waiver shall not constitute a waiver of any future payment obligations.
- c) An invoice for the Fees will be issued and available in the Portal (or other such means as varied from time to time) upon Subscription to the Services in accordance with the details set out in the Fee

Schedule. Mobble will continue invoicing you in accordance with the Fee Schedule until this Agreement is terminated in accordance with clause 13. Mobble reserves the right to provide electronic invoices and notices, and you consent to receiving invoices electronically unless you opt out in accordance with applicable law.

- d) Customer is responsible for payment of all taxes and duties in addition to the Fees, including any applicable GST, sales tax, VAT, or other transaction taxes based on your location.

9.2 Auto-renewal

- a) Subject to clause 9.2(b), your Mobble Subscription will automatically renew, and your card will be automatically charged the then current fees for the Mobble Subscription type or service(s) you've selected on a recurring agreed periodic basis until this Agreement is terminated in accordance with clause 13.
- b) If you do not intend to automatically renew your Subscription, you must provide Mobble with at least 30 days' notice prior to the expiry of the then current Subscription period.
- c) Where required by applicable law, Mobble will:
 - i. provide clear and conspicuous notice of renewal terms;
 - ii. obtain your affirmative consent prior to auto-renewal billing; and
 - iii. offer an easy-to-use cancellation method.

9.3 Subscription plan changes

- a) From time to time, Mobble may offer promotions for existing Customers who change onto new plans.
- b) Downgrading your Subscription plan may cause the loss of features or capacity of the Services to you, compared to a higher Subscription level. Mobble does not accept any liability for any such loss.

9.4 Pricing and other terms

- a) Promotional pricing and free trials cannot be combined with other offers. Any promotional offers are available for a limited time only.
- b) Pricing, terms, features, services and support are subject to change by Mobble at any time. Where required by law, Mobble will provide advance notice of material pricing changes and obtain your consent before applying them.

9.5 Invoicing

- a) If Mobble agrees for Customer to purchase the Services via invoice instead of debit or credit card, Mobble will issue a valid tax invoice to Customer in respect of the applicable Fees.
- b) Customer must pay all invoices properly issued to it within 14 days of receipt.

- c) An invoice is valid only if:
 - i. the amount specified in the invoice is correctly calculated in accordance with this Agreement;
 - ii. it is set out in a manner that enables the recipient of the invoice to ascertain which service is covered by the invoice, the respective charge payable and how that amount is made up or calculated; and
 - iii. it is addressed and delivered to the address for notices set out by Customer.

9.6 Late payment

Any portion of the payments not paid by Customer to Mobble on or before the date that it is due, and that is not disputed in accordance with clause 23, shall accrue interest at a rate equal to the greater of:

- a) the Secured Overnight Financing Rate (SOFR) plus five percent (+ 5%) per annum; or
- b) the Canadian Overnight Repo Rate Average (CORRA) plus five percent (+ 5%) per annum,

calculated daily and compounded monthly, from the due date until payment is received in full.

9.7 Tax Compliance

- a) If any tax (including GST, VAT, sales tax, or withholding tax) is payable on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply.
- b) Unless otherwise stated, all amounts referred to in this Agreement, including the Fees, are exclusive of any applicable taxes.
- c) If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the tax payable on that supply will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.
- d) Mobble may determine Customer's location based on information such as billing details or internet protocol address to assess applicable tax obligations.
- e) Mobble will issue proper tax invoices where required by applicable law.
- f) Mobble shall comply with applicable tax laws in the jurisdictions where its Products or Services are supplied. This may include the collection and remittance of sales tax, GST, HST or digital services tax under U.S., Canadian or other jurisdictional law. Where required, such taxes will be clearly indicated in the billing process and payable by the Customer unless otherwise exempt.

10. Force Majeure

- a) Subject to the requirement to give notice under this clause, if the performance by any party ("**Affected Party**") of all or any of its obligations under this Agreement is prevented or delayed in whole or in part due to any event beyond its reasonable control including but not limited to fire, flood, earthquake, pandemic, epidemic, war, terrorism, cyberattacks, power failure, strikes, lock-outs,

governmental actions, or failure of suppliers or telecommunications networks (each a “**Force Majeure Event**”), this Agreement will continue and remain in effect, but the Affected Party will not be in breach of this Agreement for that reason only, and the Affected Party will be granted a reasonable extension of time to complete performance of its affected obligations.

- b) The Affected Party must promptly after becoming aware of a Force Majeure Event, give written notice to the other party of the nature of the Force Majeure Event and the way and the extent to which its obligations are prevented or delayed and notify the other party of any material change in these matters and use its reasonable endeavours to limit the effects of the Force Majeure Event, and promptly carry out its obligations as soon as, and to the extent that, it is able to do so.
- c) If the Force Majeure Event continues for more than thirty (30) days, either party may terminate this Agreement by providing written notice to the other party. Termination under this clause will not give rise to any liability for damages, losses, or compensation, except for obligations accrued before the Force Majeure Event.

11. Variation

- a) Mobble may amend these terms and conditions from time to time (including the Fee Schedule) to reflect changes in market conditions, changes in technology used to provide the products and services under this Agreement, changes in payment methods, changes in relevant laws and regulatory requirements and changes in the capabilities of Mobble’s system.
- b) Mobble will provide you with reasonable prior notice of any amendment to this Agreement in writing, including at least 30 days' notice of any material changes to the Fee Schedule that affects your current Subscription plan, where required by law.
- c) You must accept the amended terms in order to continue use of the Services. Continued use of the Services after the effective date of the changes shall constitute your deemed acceptance of the amended Agreement. If you do not agree to the amended terms, you will be deemed to have exercised your right to terminate the Agreement pursuant to clause 13(c) below.

12. Suspension

- a) Mobble may, in its sole discretion, immediately suspend or partially suspend Customer’s access to the Products or any part thereof (including specific features or services), without liability, if:
 - i. Customer is in breach of this Agreement (including failure to pay Fees);
 - ii. Mobble reasonably believes such suspension is necessary to comply with any applicable law or regulation;
 - iii. Mobble determines that the use of the Products by Customer poses a security risk, may harm Mobble’s systems, other customers, or the integrity of the Products; or
 - iv. Mobble reasonably suspects fraud, misuse or unauthorised access.
- b) Where commercially practicable, Mobble will provide prior written notice of the suspension and the reasons for it. Mobble will use reasonable efforts to limit the scope and duration of any suspension to the minimum necessary to address the issue giving rise to the suspension.

- c) Suspension under this clause does not relieve Customer of its obligations to pay Fees or other amounts due under this Agreement.

13. Termination

- a) **(for cause)** Either party may terminate this Agreement with immediate effect by giving written notice to the other party at any time if the other party:
 - i. breaches any warranty in this Agreement or any other provision of this Agreement which is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy the breach within seven days after receiving written notice from the terminating party requiring it to do so;
 - ii. on the occurrence of an Insolvency Event; or
 - iii. without limiting clause 13(a)(i), fails to comply with the obligations set out in clause 7 (Confidential Information).
- b) **(termination for failure to comply with restrictions)** Without limiting clause 13(a)(i), Mobble may suspend Customer's access to the Services or terminate this Agreement with immediate effect if Customer or its Personnel breach any of the restrictions set out in clause 5.
- c) **(termination of Agreement for refusal of new terms)** If Customer elects not to accept variations to these terms made pursuant to clause 11 Customer will be deemed to have terminated this Agreement with immediate effect.
- d) **(termination of Agreement for convenience)** Either party may terminate this Agreement for convenience and without incurring liability to the other party at any time by giving at least 30 days' written notice to the other party.
- e) **(termination for regulatory compliance)** Mobble may terminate this Agreement immediately upon notice if required to do so by any applicable law, regulation, or order of a governmental authority in any jurisdiction in which Mobble operates.

14. Consequences of termination

- a) On termination of this Agreement for any reason:
 - i. all rights granted to Customer under this Agreement shall cease;
 - ii. Customer must cease all activities authorised by this Agreement;
 - iii. Customer must immediately delete or remove the App from all devices, and immediately destroy all copies of the App and Documents in its possession; Customer will lose all rights
 - iv. to access the Services; and
 - v. Mobble may remotely access the Products and remove the App and cease providing you with access to the Products.

- b) Customer must, within 20 Business Days of termination, pay to Mobble all Fees incurred and/or owing under the Agreement up to and including the date of termination or expiry.
- c) Where Mobble terminates this Agreement in accordance with clause 13(d) or 13(e), Mobble will provide a refund to the Customer of any prepaid Fees in respect of the period following the date of termination on a pro-rata basis.
- d) Where the Customer terminates this Agreement in accordance with clause 13(d), or where this Agreement is terminated due to breach of this Agreement by the Customer in accordance with clause 13(a) or 13(b), Customer will not be entitled to any refund of any Fees already paid or payable under this Agreement.
- e) Upon termination of this Agreement, Customer will be entitled (following a written request to Mobble) to export any Data that has been input by Customer into the App and/or the Portal. You acknowledge and agree that Mobble has no obligation to retain any information relating to you (including Data) and that all such information may be irretrievably deleted by Mobble after one month from the date of any suspension, termination or expiry of this Agreement.
- f) Where required by applicable law (including U.S. state and Canadian provincial laws), Mobble will retain or delete Personal Information and other data in accordance with applicable data retention obligations.

15. Accrued rights and remedies and survival

Without limiting any other provision of this Agreement, clauses 5 (Use of Products), 6 (Intellectual Property), 7 (Confidential Information), 8 (Privacy), 14 (Consequences of termination), this clause 15 (Accrued rights and remedies and survival), 18 (Disclaimer), 20 (Indemnities), and any other clauses which should by their nature survive termination of this agreement, survive termination or expiration of this Agreement for any reason. This includes any obligations under applicable privacy, consumer protection, and data security laws in the U.S., Canada, or other relevant jurisdictions.

16. Warranties

Each party represents and warrants that:

- a) it has full power, authority and legal capacity under laws of its jurisdiction to enter into this Agreement and perform its obligations under this Agreement;
- b) execution and performance of this Agreement will not result in a breach of any terms, conditions or obligations under any applicable law, regulation or agreement to which it is a party or by which it is bound; and
- c) it shall obtain and maintain all licences, permits, approvals, or other consents required under any applicable local, state, provincial, federal, or international laws necessary to perform its obligations under this Agreement.

17. Service Levels and Availability

- a) Mobble will use commercially reasonable efforts to ensure that the Services are available 99.9% of the time each calendar month, excluding periods of scheduled maintenance, emergency maintenance, and downtime due to circumstances beyond Mobble's reasonable control (including Force Majeure Events).
- b) Mobble may conduct scheduled maintenance from time to time. Where practicable, Mobble will provide Customers with at least 48 hours' prior notice via the Portal or registered email. Scheduled maintenance will be undertaken during off-peak hours to minimise disruption.
- c) In cases where urgent maintenance is required to protect the security, integrity, or availability of the Services, Mobble may carry out maintenance without prior notice. Mobble will use reasonable efforts to notify Customers as soon as practicable.
- d) Mobble will provide technical support via email or the in-app help centre during standard support hours (Monday to Friday, 9am to 5pm AEST), excluding public holidays. Mobble will aim to acknowledge support requests within one Business Day.
- e) While Mobble will use reasonable efforts to meet the availability target, the Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of internet-based applications and third-party infrastructure. This clause does not create a service credit or penalty mechanism unless separately agreed in writing.

18. Disclaimer

Customer agrees and acknowledges that, to the extent permitted by Law, Mobble:

- a) does not represent, warrant or accept any liability in relation to the accuracy, currency, reliability or quality of the Products or Services or any advice, suggestions, recommendations or other information contained within the Products or Services; and such materials are provided "as is" and "as available";
- b) does not represent or warrant that the Products or Services, or any advice, suggestions, recommendations or other information contained within the Products or Services, will be uninterrupted, timely, secure, error-free, or suitable for any particular purpose, or that defects will be corrected;
- c) to the maximum extent permitted by applicable law, disclaims any warranties, representations or endorsements, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, accuracy, non-infringement, quiet enjoyment, and any warranties arising out of course of dealing or usage of trade; and
- d) where required by law, nothing in this clause excludes or limits any warranty or liability that cannot be excluded or limited under applicable law, including statutory rights of consumers in Australia, the U.S., or Canada.
- e) Nothing in this Agreement excludes, restricts or modifies any rights or remedies you may have under

applicable consumer protection laws in your jurisdiction, including the U.S. Federal Trade Commission Act, Canadian Consumer Protection Acts, or equivalent state, provincial or territorial laws, where such laws apply and cannot be excluded.

19. **No reliance on Collaborator input**

- a) Mobble may, from time to time, collaborate with third parties to develop new features or services for the Products and Services, which may include advice, suggestions, recommendations or integration with third party services (“**Collaborators**”). Mobble does not guarantee the availability, accuracy, or reliability of any such third-party integrations or information.
- b) You acknowledge and agree that:
 - i. you will review and make your own assessment and verification of any advice, suggestions, recommendations or other information made available through the Products or Services and you must not rely (in whole or in part) on such advice, suggestions, recommendation or other information; and
 - ii. Mobble is not responsible for any advice, suggestions, recommendation or other information provided through the Products or Services, including any advice, suggestions, recommendations or other information provided by Collaborators or other third parties, and such information is subject to the disclaimers set out in clause 18(c).

20. **Indemnities**

20.1 **Indemnity by Mobble**

- a) Subject to clause 20.1(b), Mobble shall defend, hold harmless and indemnify Customer from and against any claims, actions, proceedings, damages, liabilities, costs and expenses (including reasonable legal fees) suffered or incurred by Customer arising out of or in connection with any Claim that the Products infringe any Intellectual Property Right or other right of any third party, in any jurisdiction, except to the extent that such Loss is caused or contributed to by an act or omission of Customer.
- b) Clause 20.1(a) does not apply to any Intellectual Property Rights in any advice, suggestions, recommendations or other information provided by Mobble, by a Collaborator or third party contained within the Products, whether or not separately identified. Mobble disclaims all liability for third-party content in accordance with clause 20.

20.2 **Indemnity by Customer**

Customer shall defend, hold harmless and indemnify Mobble and and Personnel (the **Mobble Indemnified Parties**) from and against any claims, liabilities, costs, damages and expenses (including reasonable legal fees) suffered or incurred by the Mobble Indemnified Parties arising out of or in connection with:

- a) any breach of clause 5;
- b) any Claim by any person (including Customer) in connection with any data, content, or

information used or disclosed by Mobble in connection with this Agreement;

- c) any Claim by any person (including Customer) that is connected with use by Customer of the Products including violation of any applicable laws, regulations or third-party rights in any jurisdiction; or
- d) any loss or damage to property arising out of or otherwise in connection with any negligent, unlawful or wrongful act or omission of Customer.

21. Limitation of Liability

- a) To the extent permitted by Law, including applicable consumer protection laws in Australia, the U.S. (such as the California Consumer Privacy Act), and Canada (such as the Competition Act), and subject to clause 21(d), in no event will the aggregate liability of Mobble for any Loss, direct or otherwise, exceed the Liability Cap, regardless of the cause or form of action. This limitation applies even if the remedies provided fail of their essential purpose. For the avoidance of doubt, the limitation of liability under this clause 21(a) is cumulative and not per incident or Claim.
- b) To the extent permitted by Law, under no circumstances will Mobble be liable for any Consequential Loss, including but not limited to loss of data, loss of profits, loss of revenue, business interruption, or punitive damages.
- c) The limitations and exclusions in this clause 21 shall apply whether the action, claim or demand arises from breach of contract, tort (including negligence) or under any other theory of liability.
- d) Clause 21(a) does not apply to, and shall not limit, any Party's liability:
 - i. for death or personal injury caused by that Party or its Personnel;
 - ii. for fraud (including fraudulent misrepresentation); or
 - iii. under any indemnity given in this Agreement.
- e) Some jurisdictions do not allow the exclusion or limitation of certain types of liability. In such cases, the exclusions and limitations of liability in this clause may not apply to you to the extent prohibited by Law.

22. Assignment

- a) The contract between Mobble and Customer is binding on the parties and their respective successors and assigns.
- b) Customer may not transfer, assign, charge or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, without Mobble's prior written consent.
- c) Any attempted assignment in violation of clause 22(b) shall be null and void.
- d) Mobble's consent under clause 22(a) will not relieve Customer of its obligations to Mobble under this Agreement, and Customer will be fully responsible to Mobble for the acts or omissions of its

sub-contractors, contractors, assignees and their employees, as if it were the acts and omissions of Customer.

- e) Mobble may transfer, assign, charge, subcontract or otherwise deal with an Agreement, or any of its rights or obligations arising under it, without restriction, including across jurisdictions, provided such transfer does not materially reduce Customer's rights under this Agreement.

23. Dispute Resolution

- a) Neither party may commence any court or arbitration proceedings relating to a Dispute unless it has complied with the provisions of this clause 23, except where urgent injunctive or interlocutory relief is required to prevent irreparable harm.
- b) A party claiming that a Dispute has arisen must promptly notify the other party in writing by giving details of the Dispute. The parties must use reasonable endeavours to resolve any Dispute in good faith through direct negotiation.
- c) If the parties are not able to resolve the Dispute in accordance with clause 23(b) within 20 Business Days from the date of notification, either party may immediately refer the Dispute to non-binding mediation to be conducted in English and:
 - i. if the Customer is located in Australia, under the Resolution Institute's Mediation Rules or the ACDC Guidelines;
 - ii. if the Customer is located in the U.S., under the rules of the American Arbitration Association (AAA);
 - iii. if the Customer is located in Canada, under the Alternative Dispute Resolution Institute of Canada (ADRIC) Mediation Rules; and
 - iv. in any other jurisdiction, under the UNCITRAL Mediation Rules or such other rules as the parties may agree.
- d) If the Dispute is not resolved by mediation within 30 days (or such other period agreed in writing) and the aggregate amount in dispute (exclusive of interest, legal fees, and costs of proceedings) exceeds USD 50,000, either party may elect to refer the Dispute to final and binding arbitration under the UNCITRAL Arbitration Rules. The amount in dispute will be calculated based on the total value of claims and counterclaims at the time the notice of arbitration is served. The arbitration shall be conducted:
 - i. with the seat of arbitration being **Melbourne, Victoria**, which shall be the legal place of arbitration;
 - ii. with the language of the proceedings being English;
 - iii. before a sole arbitrator, unless the aggregate amount in dispute exceeds USD 250,000, in which case the tribunal will consist of three arbitrators. The sole arbitrator shall be appointed by mutual agreement of the parties within 30 days of the notice of arbitration. If the parties are unable to agree, the appointment shall be made in accordance with the UNCITRAL Arbitration Rules. Where three arbitrators are required, each party shall appoint one arbitrator within 30 days of the notice of arbitration, and the two arbitrators so appointed shall jointly appoint the presiding arbitrator within 30 days thereafter. If any appointment is not made within the specified time, the

appointment shall be made in accordance with the UNCITRAL Arbitration Rules; and

- iv. on the basis that the parties will share the costs of the arbitration (including the arbitrator's fees and administrative costs) equally, unless the tribunal determines otherwise in its final award.
- e) If the Dispute is not referred to arbitration in accordance with clause 23(d), or if the aggregate amount in dispute does not exceed USD 50,000, either party may commence legal proceedings.
- f) Each party must bear its own costs of complying with this clause 23, except for the costs and expenses of any mediation or facilitator, which will be borne equally.

24. **SMS Communications**

- a) Mobble may send SMS communications related to its Products or Services, including service updates, alerts, and marketing messages, where permitted by law. For Customers located in the U.S., Mobble complies with the Telephone Consumer Protection Act (TCPA) and the 10DLC (10-Digit Long Code) regulations, and will only send SMS messages to users who have expressly opted in to receive such communications. For Customers in Canada, Mobble complies with Canada's Anti-Spam Legislation (CASL) and will not send commercial SMS messages without your express or implied consent as permitted under applicable Canadian law.
- b) Each SMS communication will include a clear method for opting out. You may opt out at any time by replying "STOP" to any SMS message received from Mobble or by using any other opt-out method specified in the message. Following your opt-out request, Mobble will cease sending further SMS communications unless you subsequently provide renewed consent.
- c) Standard message and data rates may apply based on your mobile service plan and carrier. Mobble is not responsible for any charges imposed by your mobile service provider for SMS communications.
- d) Mobble ensures compliance with carrier requirements and applicable mobile messaging laws in all jurisdictions where its Services are offered, including but not limited to 10DLC registration and content standards in the U.S. and equivalent requirements in other regions.

25. **Notices**

Any notice, demand, consent or other communication (a "**Notice**") given or made under this Agreement:

- a) must be in writing and signed by the sender or a person duly authorised by the sender;
- b) must be addressed and delivered to the address, email address or other electronic communication method last notified by the intended recipient to the sender after the date of this Agreement; and
- c) A Notice will be conclusively taken to be duly given or made:
 - i. when delivered or received at the recipient's physical address, email address or fax number; and

- ii. in the case of email, when the email enters the recipient's information system and is capable of being retrieved, provided no error or bounce-back notification is received.

If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4:00 p.m. (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

26. General

26.1 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

26.2 Entire agreement

- a) This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively "**Conduct**") relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.
- b) For Customers located in the U.S. or Canada, this Agreement shall be deemed a record created and stored in electronic form, and you agree it satisfies any applicable legal requirement that such agreement be in writing.

26.3 Waiver

No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

26.4 Remedies cumulative

The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.

26.5 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

26.6 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction. If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

26.7 **Costs and duty**

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

26.8 **Governing law and jurisdiction**

This Agreement and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the applicable jurisdiction above and waives any objection to proceedings being brought in those courts.

27. **Definitions and Interpretation**

27.1 **Definitions**

The following definitions apply unless the context requires otherwise:

10DLC (10-Digit Long Code) Regulations means the messaging standards established by U.S. mobile carriers governing the use of standard 10-digit phone numbers for application-to-person (A2P) SMS messaging, including mandatory registration, use-case declarations, content restrictions, and opt-in/opt-out compliance to ensure trust and deliverability in commercial text messaging.

Account means the user profile created by or for the Customer through Mobble's Portal, which enables access to and management of the Services, including Subscription details, payment information, data settings, and user permissions.

ACDC Guidelines means ACDC Guidelines for Commercial Mediation (or if the ACDC ceases to exist, the guidelines for mediation of any similar organisation nominated by the party referring the Dispute to mediation) in force from time to time, the terms of which are incorporated into this Agreement.

ADR Institute of Canada (ADRIC) means the national organization in Canada that establishes professional standards and provides rules and administration for arbitration and mediation services across Canadian provinces.

American Arbitration Association (AAA) means a U.S.-based not-for-profit organization that provides rules and administrative services for the resolution of disputes through arbitration and mediation.

App means the Mobble mobile application software and other associated Mobble application software, the data supplied with the software and the associated media (as updated from time to time).

Business Day means a weekday on which banks are open in the relevant jurisdiction of the Customer.

California Consumer Privacy Act (CCPA) means the California Consumer Privacy Act of 2018, as amended from time to time, which governs the collection, use, disclosure, and protection of personal information of California residents and provides specific rights to such individuals.

California Privacy Rights Act (CPRA) means the California Privacy Rights Act of 2020, which amends and supplements the CCPA by enhancing consumer privacy rights, establishing the California Privacy Protection Agency, and introducing additional obligations for businesses handling the personal information of California residents.

Canadian Consumer Protection Acts means the consumer protection legislation enacted by Canadian federal, provincial, or territorial governments, including but not limited to the Competition Act, which prohibit misleading representations, unfair practices, and ensure consumer rights in transactions for goods and services.

Canadian Overnight Repo Rate Average (CORRA) means the benchmark risk-free interest rate administered and published by the Bank of Canada, representing the overnight cost of collateralized funding in Canadian dollars, based on repurchase agreement market transactions.

Canada's Anti-Spam Legislation (CASL) means the Canadian federal law governing the sending of commercial electronic messages (including emails and SMS), the installation of computer programs, and the alteration of transmission data, which requires express or implied consent for communication, and mandates transparency, identification, and unsubscribe mechanisms.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

Collaborators has the meaning given to that term in clause 19(a).

Confidential Information means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this Agreement and includes, without limitation, any information and material concerning the contractual or commercial dealings, financial details, Products or Services (current or proposed), customers, employees, internal policy, the Intellectual Property Rights of a party or dealings under this Agreement.

Consents means any licences, clearances, permissions, certificates, permits, authorities, declarations, exemptions, waivers, approvals or consents.

Consequential Loss means any:

- a) loss of profits, loss of income or revenue, loss of data, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunities (including opportunities to enter into or complete arrangements with third parties), loss of management time, damage to credit rating, or loss of business; and
- b) any loss, not arising naturally (that is according to the usual course of things), from the relevant breach, whether or not such loss is reasonably supposed to have been in the contemplation of both parties, at the time they made the Agreement, as the probable result of the relevant breach.

Data means any data that is input into the App or the Portal, or provided to Mobble or its Personnel, by or on behalf of you, or at your request.

Derivative Materials means materials, data and insights derived or created by or on behalf of Mobble or its Personnel in accordance with clause 6.2, which are based on, or created or derived from, the Data.

Documents means all online or hard copy documents, together with their accompanying supplemental information, made available to Customer by Mobble from time to time.

Dispute means a dispute between the parties arising in connection with this Agreement.

Electronic Signature means an electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record, in accordance with applicable laws such as the U.S. E-SIGN Act and Canada's PIPEDA.

Fees means the Subscription Fees payable by Customer in accordance with the Fee Schedule and the Services Fee.

Fee Schedule means the information relating to Subscriptions, services and billing set out:

- a) on the Mobble Subscriptions and billing pages on the Website;
- b) any other page(s) on the Website notified by Mobble; (iii) any other fee information provided to Customer by Mobble; or
- c) any other third party sites from time to time, which may be updated or amended by Mobble from time to time in accordance with clause 11.

Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

- a) act of God, lightning, storm, flood, fire, earthquake or explosion;
- b) strike, lockout or other labour difficulty;
- c) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
- d) the effect of any applicable laws, orders, rules or regulations of any government or other competent authority;

- e) embargo, power or water shortage, lack of transportation, lack of public or private telecommunications networks; and
- f) breakage or accident or other damage to machinery.

General Data Protection Regulation (GDPR) means Regulation (EU) 2016/679 of the European Parliament and of the Council, which governs the protection of natural persons with regard to the processing of personal data and the free movement of such data within the European Union and the European Economic Area

Governmental Agency means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

GST (Goods and Services Tax) means a value-added tax levied on most goods and services sold for domestic consumption in jurisdictions such as Australia, New Zealand, and India. In Australia, it is governed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

HST (Harmonized Sales Tax) means a combined federal and provincial sales tax collected in certain Canadian provinces, administered by the Canada Revenue Agency, that merges the Goods and Services Tax (GST) with the Provincial Sales Tax (PST).

Insolvency Event means where:

- a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- e) any composition or arrangement is made with any one or more classes of its creditors;
- f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- g) a party enters into liquidation whether compulsorily or voluntarily; or
- h) any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semiconductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct, writs, orders, injunctions and judgments.

Liability Cap means the amount equal to the Fees paid by Customer in the preceding six month period from the time the event occurred that gave rise to the Claim.

Personal Information means any information that identifies, relates to, describes, or could reasonably be linked, directly or indirectly, to an individual, including as defined under applicable Privacy Laws, such as the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), the Personal Information Protection and Electronic Documents Act (PIPEDA), the General Data Protection Regulation (GDPR), and any other applicable data protection or privacy legislation.

Personal Information Protection and Electronic Documents Act (PIPEDA) means the Canadian federal privacy law for private-sector organisations, governing the collection, use, and disclosure of personal information in the course of commercial activities, and granting individuals rights regarding their personal data.

Personnel means in respect of a person any employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any subcontractors.

Portal means the web based application which comprises the Mobble online portal, the data supplied with the software and the associated media.

Privacy Laws means means all applicable laws, regulations, and rules relating to the collection, use, storage, processing, disclosure, and protection of personal information or data, including without limitation the Privacy Act 1988 (Cth), Spam Act 2003 (Cth), California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), Personal Information Protection and Electronic Documents Act (PIPEDA), General Data Protection Regulation (GDPR), and any similar or successor legislation in Australia, the U.S., Canada, the European Union, or any other relevant jurisdiction.

Privacy Policy means the privacy policy of Mobble available at <https://mobble.io/legal/privacy-policy>, as amended from time to time.

Products means the App, the Portal and the Documents.

Resolution Institute's Mediation Rules means the procedural guidelines set by the Resolution Institute for conducting mediations in Australia and New Zealand.

Secured Overnight Financing Rate (SOFR) means the interest rate published by the Federal Reserve Bank of New York that reflects the cost of borrowing cash overnight collateralized by U.S. Treasury securities in the repurchase agreement market.

Services means the Products and associated services made available by Mobble, including the software-as-a-service platform, mobile applications, features, and associated tools, as well as any related documentation (as may be changed or updated from time to time by Mobble) to Customer, and as described on the Mobble Website and/or within the Portal.

Services Fee means any fee charged by Mobble for the provision of Services which is not part of the Subscription Fee.

Subscription means the paid plan selected by the Customer for access to the Services, including any recurring billing arrangement, features, usage limits, and applicable term, as described in the Portal and agreed upon during the registration or upgrade process.

Subscription Fee means the monthly or annual (or some other frequency) fee charged by Mobble for access to and use of the Services.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding that is levied or imposed by a Governmental Agency, and any related interest, penalty, charge, fee or other amount.

Telephone Consumer Protection Act (TCPA) means the U.S. federal law and the related rules and regulations issued by the Federal Communications Commission (FCC), which govern the use of telemarketing, auto-dialed calls, prerecorded voice messages, SMS texts, and unsolicited faxes, including requirements for obtaining consumer consent and providing opt-out mechanisms.

Term means the period defined in clause 2 (a) of this Agreement.

United States Federal Trade Commission Act (FTC Act) means the U.S. federal legislation which prohibits unfair or deceptive acts or practices in or affecting commerce, and is enforced by the Federal Trade Commission to protect consumers and promote fair competition.

UNCITRAL Mediation Rules means the UNCITRAL Mediation Rules are internationally recognized procedures developed by the United Nations Commission on International Trade Law to govern cross-border mediations and facilitate the amicable resolution of international disputes.

Update(s) means any update or upgrade to the App or Portal issued by Mobble from time to time.

VAT (Value Added Tax) means a consumption tax assessed on the value added to goods and services, commonly applied in the European Union and many other jurisdictions outside North America.

Website means the Internet site at the domain www.mobble.io or any other site operated by Mobble.

27.2 Interpretation

The following rules apply unless the context requires otherwise:

- a) headings are for convenience only and do not affect interpretation;
- b) the singular includes the plural, and the converse also applies;
- c) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it;
- d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- e) a reference to a person includes a corporation, trust, partnership, unincorporated body or other

entity, whether or not it comprises a separate legal entity;

- f) a reference to a clause or Schedule is a reference to a clause of, or Schedule to, this Agreement;
- g) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document;
- h) a reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
- i) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- j) a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in visible or tangible form;
- k) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- l) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- m) mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included;
- n) a reference to dollars and \$ is to Australian currency or such other currency set out in the relevant order; and
- o) a month means a calendar month.