

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- (a) Welcome to Send Files (**Website**). The Website is a cloud storage platform for photographers and creatives with photography workflow tools including automated file distribution to external providers such as Dropbox, SFTP and FTP accounts, as well as optional AI-powered facial recognition tools for automated captioning for editorial photographers (**Services**).
- (b) The Website is operated by Publishd Pty Ltd (ACN 676 598 020). Access to and use of the Website, or any of its associated Products or Services, is provided by Publishd Pty Ltd. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (c) Publishd Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Publishd Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms no less than thirty (30) days prior to the changes taking effect (Notice Period). During the Notice Period, you may terminate your account if you do not agree with the proposed changes. Where a proposed change materially affects your rights or obligations under these Terms, Publishd Pty Ltd will seek your express consent before such changes take effect. Your continued use of the Website or Services after the Notice Period constitutes your acceptance of the updated Terms. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Publishd Pty Ltd in the user interface.

3. Registration to use the Services

- (a) In order to access the Services, you must first register for an account through the Website (**Account**).
- (b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (i) Email address
 - (ii) Preferred username
 - (iii) Mailing address
 - (iv) Password
- (c) You warrant that any information you give to Publishd Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- (d) Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- (e) You may not use the Services and may not accept the Terms if:
- (i) you are not of legal age to form a binding contract with Publishd Pty Ltd; or
 - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Open Source Notice

The Services utilise the SFTPGO software as part of their backend infrastructure. In accordance with the GNU Affero General Public License version 3 (AGPLv3), the source code for Publishd Pty Ltd's implementation is available upon written request or at the official SFTPGO repository.

Nothing in these Terms limits or overrides the rights granted to you under the AGPLv3 in respect of the SFTPGO software components. To the extent of any inconsistency between these Terms and the AGPLv3 in relation to those components, the AGPLv3 shall prevail.

5. Your obligations as a Member

- (a) As a Member, you agree to comply with the following:
- (i) you will use the Services only for purposes that are permitted by:
 - (A) the Terms; and
 - (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Publishd Pty Ltd of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Publishd Pty Ltd providing the

Services;

- (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Publishd Pty Ltd;
- (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Publishd Pty Ltd for any illegal or unauthorised use of the Website; and
- (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

6. Acceptable Use and Prohibited Content

You agree to use the Services only for lawful purposes. Publishd Pty Ltd maintains a zero-tolerance policy regarding the use of the Services for illegal activities. You are strictly prohibited from uploading, storing, or sharing any content that falls within the categories set out in clause 10.b below. Without limiting clause 10.a, you must not upload, store, transmit, or share any content that includes:

- (a) **Illegal Acts and CSAM:** is illegal under the laws of Australia, the USA, the UK, or the jurisdiction in which you operate, including without limitation the storage or distribution of Child Sexual Abuse Material (CSAM), or any content that promotes, facilitates, or depicts human trafficking or non-consensual sexual conduct;
- (b) **Intellectual Property Infringement:** infringes upon any third-party intellectual property rights, including copyrights, trademarks, or patents. This includes, without limitation, the unauthorised hosting or distribution of copyrighted media, including films, music, or software, for which you do not hold the relevant distribution rights;
- (c) **Malicious Activities:** contains malware, ransomware, viruses, trojans, or any other harmful or malicious code intended to damage, disrupt, or gain unauthorised access to any computer system, network, or data;
- (d) **Fraud and Phishing:** is used to facilitate phishing, spoofing, or social engineering attacks, or to host deceptive or fraudulent pages designed to obtain user credentials, financial information, or other sensitive personal data without authorisation;
- (e) **Spam and Network Abuse:** is used to host, distribute, or facilitate the sending of bulk unsolicited messages (spam), or to conduct, enable, or support Denial of Service (DoS) or

Distributed Denial of Service (DDoS) attacks against any individual, organisation, or network.

- 6.1. **Fair Use of Free Accounts:** Free 1GB accounts are intended for individual use only, to allow new users to evaluate the Services or to accommodate users with minimal storage requirements. The creation of multiple free 1GB accounts by the same individual or entity for the purpose of accumulating additional storage or bandwidth is strictly prohibited. Publishd Pty Ltd reserves the right to suspend or permanently close, without prior notice, any accounts it reasonably suspects are being used in breach of this clause.

Monitoring and Enforcement: Whilst Publishd Pty Ltd prioritises user privacy and does not proactively monitor all private content, it reserves the right to investigate any reports of abuse. Publishd Pty Ltd may, at its sole discretion and without notice, remove any material and permanently terminate accounts found to be in violation of these Terms. Publishd Pty Ltd will cooperate fully with law enforcement agencies in the investigation of any suspected illegal activity conducted through the Services.

7. Payment

- (a) All payments made in the course of your use of the Services are made using Stripe. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website.
- (b) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- (c) You agree and acknowledge that Publishd Pty Ltd can vary the Services Fee at any time, but will honour the price paid by users for the duration of their current subscription period. I.e, where a user has a monthly or annual subscription, their monthly rate won't be increased or decreased until their current payment period expires.
- (d) You acknowledge that Publishd Pty Ltd acts solely as a payment facilitator and does not hold, control or guarantee Member funds. All payments flow directly between Members via Stripe, and payment disputes must be resolved through Stripe's dispute resolution process.

8. Refund Policy

- (a) Publishd Pty Ltd will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of Publishd Pty Ltd makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (**Refund**).

- (b) Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the Australian Consumer Law.

9. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Publishd Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Publishd Pty Ltd or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Publishd Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (i) use the Website pursuant to the Terms;
 - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (iii) print pages from the Website for your own personal and non-commercial use.

Publishd Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Publishd Pty Ltd.

- (c) Publishd Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (d) You may not, without the prior written permission of Publishd Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

10. Copyright and Intellectual Property of User Content

- (a) You warrant that you have the legal right to upload, store, and distribute all User Content you submit to the Services, and that doing so does not infringe the intellectual property rights, privacy rights, or any other rights of any third party.
- (b) You are solely responsible for the accuracy, legality, and appropriateness of all User Content. Publishd Pty Ltd does not claim ownership of your User Content and will not use it for any purpose beyond the provision of the Services.
- (c) By uploading User Content to the Services, you grant Publishd Pty Ltd a limited, non-exclusive, royalty-free, revocable licence to host, store, reproduce, and transmit your User Content solely to the extent necessary to facilitate the operation and delivery of the Services to you. This licence does not extend to any other purpose.
- (d) Publishd Pty Ltd will not access, share, use, or disclose your User Content for any purpose outside the standard operation of the Services without your express prior written consent. This includes, without limitation, any use for marketing, data analysis, or disclosure to third parties unrelated to the delivery of the Services.
- (e) You acknowledge that Publishd Pty Ltd does not claim any ownership over your User Content, and nothing in these Terms transfers any intellectual property rights in your User Content to Publishd Pty Ltd.
- (f) For the Sync feature, you expressly appoint Publishd Pty Ltd as your agent to access and transfer data between your linked third-party accounts, including but not limited to Dropbox, Google Drive, Box, SFTP/FTP servers, and external email addresses. You warrant that you have all necessary rights and authorisations to grant this agency appointment in respect of any linked third-party accounts.

11. Copyright Policy (Takedown Procedure)

- (a) If you believe that your copyright is being infringed on the Website or through the Services, please notify Publishd Pty Ltd by sending a written notice to support@send-files.com that includes:
 - the specific URL or location of the allegedly infringing content on the Website;
 - sufficient evidence of your ownership of the copyright in the relevant work;
 - your contact details, including full name and email address.
- (b) Publishd Pty Ltd will act expeditiously to investigate and, where appropriate, remove content that is found to infringe a third party's copyright upon receipt of a valid takedown notice.
- (c) Publishd Pty Ltd maintains a repeat infringer policy. Users whose accounts are associated with multiple copyright violations will have their accounts permanently suspended or terminated, at Publishd Pty Ltd's sole discretion and without further notice.

12. Service Availability and Data Responsibility

- (a) The Services are provided on an "as is" and "as available" basis. Publishd Pty Ltd does not warrant that the Services will be uninterrupted, error-free, or free from data loss. The Services may be subject to limitations, delays, and other issues inherent in the use of internet and electronic communications.
- (b) Publishd Pty Ltd retains Member data and uploaded content for 90 days after account termination to allow data recovery requests. Members may request permanent deletion by written notice to support@send-files.com, with deletion completed within 30 days except where retention is required by law or dispute resolution.
- (c) Publishd commits to maintaining 95% uptime for the Services, measured monthly, excluding scheduled maintenance (maximum 10 hours per month with 24 hours' notice). If monthly uptime falls below this standard, Members may request service fee credits or termination rights as outlined in this document.

13. AI-Powered Facial Recognition Tool

- (a) **General:** Publishd Pty Ltd offers an optional AI-powered facial recognition tool designed to assist editorial photographers with automated image captioning (**AI Tool**). Use of the AI Tool is entirely optional and subject to the additional terms set out in this clause. By enabling or using the AI Tool, you agree to be bound by this clause in addition to all other provisions of these Terms.
- (b) **Editorial Use Only:** The AI Tool is strictly limited to editorial photography purposes. You must not use the AI Tool for any commercial, surveillance, law enforcement, identity verification, or any other non-editorial purpose. For the purposes of this clause, **editorial use** means the use of facial recognition solely to assist in the identification and captioning of individuals in photographs intended for news, documentary, or journalistic publication.
- (c) **Jurisdictional Restrictions:** You acknowledge that the use of facial recognition technology may be restricted or prohibited in your jurisdiction. It is your sole responsibility to determine whether your use of the AI Tool is lawful in the jurisdiction in which you operate, including but not limited to:
 - the General Data Protection Regulation (**GDPR**) and applicable national implementing legislation, for users operating within the European Union;
 - the UK General Data Protection Regulation (**UK GDPR**) and the Data Protection Act 2018, for users operating within the United Kingdom;
 - the Privacy Act 1988 (Cth) and the Australian Privacy Principles (**APPs**), for users operating within Australia; and
 - any applicable US federal or state biometric privacy laws, including the Illinois Biometric Information Privacy Act (**BIPA**) and equivalent state legislation, for users operating within the United States.

- (d) **User Consent Obligations:** Where required by applicable law, you are solely responsible for obtaining all necessary consents, authorisations, and approvals from individuals whose biometric data or facial images are processed through the AI Tool prior to such processing. You warrant that:
- you have obtained all legally required consents from identifiable individuals whose images are submitted to the AI Tool;
 - your use of the AI Tool complies with all applicable privacy, data protection, and biometric information laws in your jurisdiction; and
 - you will not submit images of minors to the AI Tool without the express written consent of a parent or legal guardian, where required by law.
- (e) **Data Handling:** Publishd Pty Ltd processes facial recognition data solely to facilitate the automated captioning function of the AI Tool. Publishd Pty Ltd does not retain, sell, share, or otherwise use any biometric data derived from the AI Tool beyond what is strictly necessary to deliver the captioning output to you. All biometric data processed through the AI Tool is handled in accordance with Publishd Pty Ltd's Privacy Policy.
- (f) **Accuracy Verification:** Members acknowledge that AI-generated captions may contain errors, misidentifications, or inaccuracies. Members are solely responsible for reviewing, verifying, and correcting all AI-generated outputs before publication or any other use. Publishd Pty Ltd is not liable for errors in AI-generated captions or any harm resulting from publication of inaccurate captions.
- (g) **Indemnification for Misuse:** You agree to indemnify, defend, and hold harmless Publishd Pty Ltd, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, demands, liabilities, damages, penalties, fines, costs, and expenses (including legal fees on a full indemnity basis) arising out of or in connection with:
- your use of the AI Tool in breach of this clause or any applicable law;
 - your failure to obtain any required consent from individuals whose images are processed through the AI Tool;
 - any claim brought by a third party, including any regulatory authority, arising from your use of the AI Tool; and
 - any use of the AI Tool for purposes other than editorial use as defined in clause 13.b.
- (h) **Suspension of AI Tool Access:** Publishd Pty Ltd reserves the right to suspend or permanently disable your access to the AI Tool at any time, without notice, if it reasonably suspects that you are using the AI Tool in breach of this clause, any applicable law, or in a manner that exposes Publishd Pty Ltd to legal or regulatory risk.
- (i) **No Warranty:** The AI Tool is provided on an "as is" basis. Publishd Pty Ltd makes no warranty as to the accuracy, completeness, or reliability of any captions or outputs

generated by the AI Tool. You are solely responsible for reviewing and verifying all AI-generated outputs prior to publication or any other use.

- (j) **Pricing and Scan Calculations:** Use of the AI Tool is calculated on a per-scan basis. A scan is counted each time an image is processed and returns a value, including:
- the recognition of text; or
 - the recognition of numbers.
 - the recognition of a face;
- (k) Each returned value constitutes one (1) scan for billing purposes, regardless of the number of values returned from a single image. Pricing for the AI Tool is determined by the Auto-Caption plan to which you are subscribed, as follows:
- **Included Allowance:** Depending on your Auto-Caption plan, a set number of scans may be included within your subscription period. Where an included allowance applies, scans will be drawn from that allowance before any overage charges are incurred.
 - **Overage Rates** — Pay As You Go and Basic Plans: Once your included allowance (if any) has been exhausted, all additional scans are charged at a rate of USD \$0.05 per scan.
 - **Overage Rates** — Pro and Advanced Plans: Once your included allowance has been exhausted, all additional scans are charged at a rate of USD \$0.01 per scan.
- (l) Publishd Pty Ltd reserves the right to vary overage rates upon reasonable notice to you in accordance with the pricing variation provisions set out in these Terms.

14. Privacy

Publishd Pty Ltd takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Publishd Pty Ltd's Privacy Policy, which is available on the Website.

In the event of a confirmed or suspected data breach involving personal information, Publishd Pty Ltd will:

- (a) notify affected Members without unreasonable delay, and in no case later than 5 days after discovery;
- (b) provide details of the breach, affected data categories, and recommended protective measures;
- (c) notify relevant regulatory authorities as required by applicable privacy legislation; and
- (d) maintain a breach register documenting incidents, response actions, and outcomes.

15. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Publishd Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Publishd Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Publishd Pty Ltd) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the products of Publishd Pty Ltd; and
 - (iv) the Services or operation in respect to links which are provided for your convenience.

16. Limitation of liability

- (a) Publishd Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the greater of: (a) the resupply of the Services

to you; or (b) the total fees paid by you to Publishd Pty Ltd in the twelve (12) months immediately preceding the event giving rise to the claim. Nothing in this clause excludes, restricts, or modifies any rights or remedies you may have under the Australian Consumer Law which cannot be excluded by agreement.

- (b) You expressly understand and agree that Publishd Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

17. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Publishd Pty Ltd. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, Publishd Pty Ltd will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

18. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Publishd Pty Ltd as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) providing Publishd Pty Ltd with 30 days' notice of your intention to terminate; and
 - (ii) closing your accounts for all of the services which you use, where Publishd Pty Ltd has made this option available to you.

Your notice should be sent, in writing, to Publishd Pty Ltd via email to support@send-files.com.

- (c) Publishd Pty Ltd may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) Publishd Pty Ltd is required to do so by law;
 - (iii) the provision of the Services to you by Publishd Pty Ltd is, in the opinion of Publishd Pty Ltd, no longer commercially viable.
- (d) Subject to local applicable laws, Publishd Pty Ltd reserves the right to discontinue or cancel your membership and may suspend or deny your access to all or any portion of the Website or the Services in the following circumstances:

- (i) Immediate termination without notice, where you have: (a) breached any provision of these Terms or any applicable law;
- (ii) engaged in conduct that impacts Publishd Pty Ltd's name or reputation; or
- (iii) violated the rights of any third party; or
- (iv) Termination for convenience, where no breach has occurred, upon providing you with at least fourteen (14) days' prior written notice. During this notice period, you will retain access to the Services and may retrieve your User Content.

Cancellation/Change of Mind/Right of Withdrawal Policy

- 18.1. Refunds are granted if the Service is found to be non-functional and our technical team cannot provide a resolution within 72 hours of a reported issue.
- 18.2. Refunds for 'change of mind' are at our sole discretion but will generally be honored within the first 7 days of service provided no significant data transfer (over 5GB) has occurred.

19. EU/UK Right of Withdrawal

- (a) Residents of the European Union and United Kingdom have the right to withdraw from their paid subscription within 14 days without giving any reason. However, by using the Service (uploading/downloading files), you expressly request that the service begins immediately.
- (b) Pro-Rata Deduction: If you exercise your right to withdraw after having utilized the service, we reserve the right to deduct a proportionate amount from your refund based on either your storage usage, or download usage (whichever is greater.)
- (c) Single Use Only: Once a user has withdrawn from a contract, they cannot generally re-subscribe and trigger a new 14-day withdrawal period for the same service.

20. Indemnity

You agree to indemnify Publishd Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.
- (d) any disputes, claims or liabilities arising from Member-to-Member transactions, including photographer performance, deliverable quality, payment disputes or service failures, where Publishd acts solely as a marketplace platform and does not guarantee, control or employ photographers or warrant the quality of services provided between Members.

21. Dispute Resolution

21.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

21.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

21.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Resolution Institute;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Sydney, Australia.

21.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

21.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

22. Venue and Jurisdiction

The Services offered by Publishd Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

23. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

24. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

25. Competitor Definition

For the purposes of this clause, a 'Competitor' means a person or entity that operates a platform or service substantially similar to the Services, specifically connecting photographers with clients for commercial bookings, including photography booking platforms, portfolio management systems, or photographer-client marketplaces. Competitors must not: (a) access the Application to collect photographer contact information or portfolio data; (b) use the Application to identify or solicit Publishd Pty Ltd's Members; or (c) reverse-engineer or scrape Application functionality. Publishd Pty Ltd reserves the right to immediately terminate access and pursue damages limited to direct losses resulting from data misuse, reasonable costs of remediation, and reasonable legal fees.