



PLATFORM TERMS OF USE

Feezy Pty Ltd (ACN 661 267 385) trading as "HE Comply"

Version 1.3 | April 2026

These Platform Terms of Use ("Terms") govern your institution's access to and use of the HE Comply platform, accessible at app.hecomply.com (the "Platform"). By registering an Account or using the Platform, the Institution agrees to be bound by these Terms. These Terms form a legally binding agreement between Feezy Pty Ltd (ACN 661 267 385), of 81–83 Campbell Street, Surry Hills, NSW 2001, Australia, trading as HE Comply ("HE Comply", "we", "us"), and the Institution. References to "HE Comply" are references to Feezy Pty Ltd in its capacity as operator of the HE Comply platform. HE Comply is a product of Feezy Pty Ltd and is not a separate legal entity.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise:

Account means the online account within the Platform through which the Institution accesses the Services.

Admin User means an Authorised User with full administrative access to the Platform, including billing management, team permissions, and all system notifications.

Agent means an education recruitment agency that is a counterparty to, or that co-manages, one or more Contracts on the Platform.

Authorised User means a person authorised by the Institution to access and use the Platform under the Institution's Account.

Business Day means a day that is not a Saturday, Sunday, or public holiday in Sydney, New South Wales, Australia.

Co-Management means the shared visibility and joint management of a Contract between the Institution and an Agent through the Platform's co-management feature.

Commencement Date means the date on which the Institution registers an Account.

Contract means any commission agreement, agency partnership contract, eSigning Envelope, or related document uploaded to, created on, or executed through the Platform.

Data Processing Agreement (DPA) means the data processing agreement between HE Comply and the Institution, available at feezy.io/dpa, which governs the processing of Personal Data in connection with the Platform and is incorporated into these Terms by reference.

DocuSign means the electronic signature and contract execution services provided by DocuSign, Inc., integrated into the Platform by HE Comply via the DocuSign Developer API.

Enterprise Agreement means a separate written agreement entered into between HE Comply and an Institution on a negotiated agreement prior to Account registration, which may supplement or supersede these Terms to the extent stated therein.

eSigning Envelope means a digitally executed document or package of documents processed through the DocuSign integration within the Platform.

Free Tier means the no-cost tier of the Platform, subject to the usage limits set out in clause 6.1.

Initial Term means the subscription period selected by the Institution at the time of subscribing to a paid Plan.

Institution means the educational institution, university, college, or registered education provider that registers an Account under these Terms.

Intellectual Property Rights means any registered or unregistered copyright, trade mark, design, patent, trade or business name, software, source code, database right or other proprietary right, and any right to registration of such rights, whether in Australia or elsewhere.

Laws means all applicable laws, statutes, regulations, orders, and mandatory codes of conduct of any government agency or regulatory authority in any relevant jurisdiction.

Personal Data means has the meaning given in the Data Processing Agreement and applicable data protection laws.

Plan means a paid subscription tier (Pro Lite, Pro, Enterprise Lite, or Enterprise) as described in clause 6.2.

Platform means the HE Comply software-as-a-service platform accessible at app.hecomply.com (currently also accessible by Agents at app.feezy.io), including all features, integrations, tools, and related services made available by HE Comply.

Privacy Policy means the HE Comply Privacy Policy available at hecomply.com/privacy-policy, as amended from time to time.

Renewal Period means a period equal to the Initial Term that commences automatically upon expiry of the Initial Term or a preceding Renewal Period, unless terminated in accordance with these Terms.

Services means all services provided by HE Comply through or in connection with the Platform.

Stripe means the third-party payment processing service used by HE Comply for subscription billing.

Subscription Fee means the periodic fee payable by the Institution for access to a paid Plan.

Term means the period commencing on the Commencement Date and ending on termination of these Terms in accordance with clause 17.

User means an Authorised User with limited access to the Platform as configured by an Admin User, as described in clause 5.2.

Website means the HE Comply website at hecomply.com.

1.2 Interpretation

1.2.1 Headings are for convenience only and do not affect interpretation.

1.2.2 The singular includes the plural and vice versa.

1.2.3 A reference to a person includes a corporation, trust, partnership, unincorporated body, or other entity.

1.2.4 A reference to legislation includes any modification, re-enactment, or replacement of that legislation.

1.2.5 A reference to dollars or "\$" is to Australian currency unless otherwise stated.

1.2.6 No rule of construction applies to the disadvantage of a party because that party prepared these Terms.

2. FORMATION OF AGREEMENT

- 2.1** These Terms form a legally binding agreement between HE Comply and the Institution from the date the Institution registers an Account or, in the case of an Institution on a negotiated agreement, from the date agreed in the Enterprise Agreement.
- 2.2** The person completing registration warrants that they are duly authorised to bind the Institution to these Terms.
- 2.3** These Terms apply to all three Account entry types:
- (a) Self-serve: the Institution registers independently via the Website;
 - (b) Agent-invited: the Institution registers via a unique link issued by an Agent; or
 - (c) Negotiated agreement: the Institution registers via a URL issued by HE Comply following a prior commercial arrangement, and the Institution has entered into an Enterprise Agreement. Where there is any inconsistency between these Terms and an Enterprise Agreement, the Enterprise Agreement prevails.
- 2.4** HE Comply may amend these Terms from time to time by publishing updated Terms on the Website. HE Comply will provide at least 30 days' prior written notice of any material amendment. The Institution's continued use of the Platform after the effective date of any material amendment constitutes acceptance of the amended Terms. If the Institution does not agree to a material amendment, it may terminate its Account before the amendment takes effect.

3. ELIGIBILITY

- 3.1** The Platform is available only to educational institutions, universities, colleges, registered training organisations, and registered education providers acting in their capacity as such. The Platform is not available to individual consumers or students.
- 3.2** HE Comply reserves the right to verify the eligibility of any registrant and to refuse or revoke access where the Institution does not qualify or where the Account appears to have been created for an improper purpose.
- 3.3** The Institution must, at all times during the Term, be a legitimate, operating educational institution and must maintain compliance with any applicable regulatory or registration requirements in its jurisdiction.

4. ACCOUNT REGISTRATION AND SECURITY

- 4.1 The Institution may register one Account under which multiple Authorised Users may be added, subject to the seat limits applicable to the Institution's Plan.
- 4.2 The Institution must ensure that all registration information provided to HE Comply is accurate, current, and complete, and must promptly update such information if it changes.
- 4.3 The Institution is solely responsible for the security and confidentiality of its Account credentials. The Institution must notify HE Comply immediately at support@hecomply.com if it suspects any unauthorised access to its Account.
- 4.4 The Institution is responsible for all activities conducted through its Account, whether by its Authorised Users or by any person who gains access to the Account through the Institution's act or omission.

5. USER ROLES AND PERMISSIONS

- 5.1 The Institution's Account operates with three user role levels:
 - (a) Super-Admin: defaults to the first user, and can be reassigned to a different teammate. The Super-admin can delete the account and can set default Contract visibility permissions.
 - (b) Admin User: full access to all Platform features, including billing and subscription management, team member administration, permissions configuration, analytics, eSigning envelope management, and all system notifications; and
 - (c) User: limited access to the Platform as configured by an Admin User, including visibility of Contracts to which access has been granted, but excluding billing management and account administration functions.
- 5.2 The Institution must always designate one Super-Admin User. The Institution is responsible for ensuring that roles are appropriate and that access is promptly revoked when an Authorised User's authority ceases.
- 5.3 Authorised Users must not share login credentials, permit access by unauthorised persons, or attempt to bypass security controls.

6. PLANS, FREE TIER AND SUBSCRIPTION

6.1 Free Tier

- 6.1.1** Institutions that register without selecting a paid Plan access the Platform on a Free Tier basis. The Free Tier is subject to the following usage limits, as amended from time to time in accordance with clause 6.1.3:
- (a) a maximum of 10 Contracts in total (live and lapsed combined);
 - (b) a maximum of 1 eSigning Envelope; and
 - (c) a maximum of 3 Authorised User seats.
- 6.1.2** When a Free Tier usage limit is reached, the Institution will be notified within the Platform and prompted to upgrade. HE Comply does not publish Free Tier limits on the Website; limits are communicated in-app.
- 6.1.3** HE Comply may modify Free Tier limits or Free Tier features at any time by notice to Admin Users. Any such change will apply from the date specified in the notice.

6.2 Paid Plans

- 6.2.1** The Plans available, together with their respective features, usage limits, and Subscription Fees, are set out on the Website. HE Comply may update Plan details from time to time in accordance with clause 7.3.
- 6.2.2** Additional Authorised User seats beyond the Plan's standard allocation are available in blocks of 10, subject to agreement with HE Comply. To request additional seats, contact support@hecomply.com.

6.3 Negotiated Agreement Accounts

- 6.3.1** Institutions on a negotiated agreement receive access at an agreed Subscription Fee on the terms set out in the applicable Enterprise Agreement. The specific access level, pricing, and any bespoke features are as agreed between the parties and documented in the Enterprise Agreement.
- 6.3.2** Institutions on a negotiated agreement are invoiced directly by HE Comply on the terms agreed.

6.4 Term and Auto-Renewal

- 6.4.1** A paid Plan commences on the date the Institution activates the Plan and continues for the Initial Term.
- 6.4.2** Upon expiry of the Initial Term, the Plan automatically renews for successive Renewal Periods of the same length, unless either party provides written notice of non-renewal at least 30 days prior to the end of the Initial Term or then-current Renewal Period.
- 6.4.3** HE Comply will provide at least 30 days' notice prior to any auto-renewal.

7. BILLING AND PAYMENT

- 7.1** Subscription Fees are processed via Stripe. By providing payment details, the Institution authorises HE Comply to charge the applicable Subscription Fees to the nominated payment method via Stripe at the start of each billing period.
- 7.2** All Subscription Fees are:
 - (a) invoiced at the start of each billing period and payable in advance;
 - (b) exclusive of GST and all other applicable taxes, which will be charged in addition where applicable; and
 - (c) non-refundable, except to the extent required by the Australian Consumer Law or other applicable mandatory law.
- 7.3** HE Comply may change Subscription Fees with at least 30 days' written notice. Any change to Subscription Fees will take effect from the start of the next Renewal Period. If the Institution does not agree to the revised Subscription Fees, it may notify HE Comply of non-renewal before the revised Subscription Fees take effect.
- 7.4** Where payment is not received within 30 days of an invoice date, HE Comply may:
 - (a) suspend the Institution's access to the Platform until payment is received; or
 - (b) terminate these Terms by written notice.
- 7.5** Interest may accrue on all overdue amounts at an annualised rate of 2% above the Reserve Bank of Australia Cash Rate, compounded daily, from the due date until payment in full, together with any reasonable debt recovery costs.
- 7.6** The Institution acknowledges that it may be required to agree to Stripe's terms of service directly and that Stripe's processing of payment card data is governed by Stripe's own terms and privacy policy.

8. CONTRACT MANAGEMENT

- 8.1** The Platform enables the Institution to upload, store, manage, and track commission agreements, agency partnership Contracts, and related documents, including configuring commission rates, expiry dates, and renewal notifications.
- 8.2** The Institution retains all rights, title, and interest in all Contracts it uploads to the Platform. The Institution grants HE Comply a limited, non-exclusive, royalty-free licence to store, process, and display such Contracts solely for the purpose of providing the Services during the Term.
- 8.3** The Institution warrants that:
- (a) it has full authority to upload each Contract to the Platform;
 - (b) no Contract uploaded infringes any third-party intellectual property or other rights;
 - (c) no Contract uploaded contains unlawful, defamatory, or misleading content; and
 - (d) the Institution has a valid legal basis under applicable data protection laws to upload and share any Personal Data contained within Contracts.
- 8.4** HE Comply stores Contracts on Amazon Web Services (AWS) infrastructure. Data routing is as follows:
- (a) Where the Institution, or any party to a Contract, has a presence within the European Economic Area (EEA), the relevant data will be stored on AWS infrastructure in Dublin, Ireland; and
 - (b) In all other cases, data is stored on AWS infrastructure in Sydney, Australia.
- 8.5** On termination or expiry of these Terms, the Institution may export its Contract data by written request to support@hecomply.com. HE Comply will retain uploaded Contracts for no longer than reasonably required to meet legal or regulatory obligations, after which they will be securely deleted. Clause 11 of the DPA governs data deletion in detail.

9. CO-MANAGEMENT WITH AGENTS

- 9.1** The Platform enables Institutions to co-manage Contracts with Agents through a shared-visibility feature. The Institution controls the scope of visibility granted to any Agent.
- 9.2** By accepting a Co-Management invitation from an Agent, or by issuing such an invitation, the Institution acknowledges that the relevant Contract data will be shared with the Agent concerned through the Platform.
- 9.3** The Institution is responsible for ensuring that:
- (a) it has the authority and any necessary consent to share Contract data with an Agent through the Platform; and

- (b) sharing Contract data with an Agent is consistent with applicable data protection laws and any confidentiality obligations owed to third parties.

9.4 HE Comply does not control how Agents use Contract data accessed through Co-Management and accepts no liability for an Agent's use of such data beyond HE Comply's obligations as data processor under the DPA.

10. ESIGNING SERVICES

10.1 HE Comply provides an integrated eSigning feature through the DocuSign Developer API, enabling the Institution to initiate, manage, and execute eSigning Envelopes directly within the Platform. The Institution initiates and controls all eSigning Envelopes through the Platform.

10.2 The Institution is responsible for:

- (a) ensuring all parties to an eSigning Envelope have the legal capacity and authority to sign and have been properly identified before the envelope is dispatched;
- (b) ensuring documents submitted for eSigning are accurate, complete, and legally capable of being executed electronically under applicable law;
- (c) obtaining any consent from signatories required under applicable laws regarding the use of electronic signatures; and
- (d) maintaining adequate records of executed eSigning Envelopes, independent of the Platform.

10.3 Electronic signatures are generally recognised as legally valid and binding under applicable legislation in Australia (Electronic Transactions Act 1999 (Cth)), the EU and EEA (eIDAS Regulation), the United Kingdom, and the United States (ESIGN Act), subject to certain exceptions and conditions. Electronic signatures processed through the Platform via DocuSign are intended to constitute valid and legally binding signatures in those jurisdictions where such signatures are legally recognised. The enforceability of any particular eSigning Envelope may depend on the document type, signatory authority, applicable exemptions, and the laws of the counterparty's jurisdiction. It is the Institution's responsibility to confirm that eSigning is appropriate for the particular documents and jurisdictions concerned, and HE Comply does not warrant that any specific eSigning Envelope will be enforceable in every jurisdiction.

10.4 DocuSign processes Personal Data in connection with eSigning Envelopes. Such processing is governed by the DPA and, to the extent applicable, DocuSign's terms of service and privacy documentation.

- 10.5** HE Comply may suspend or modify the eSigning feature where required by DocuSign's terms, for technical or security reasons, or due to circumstances beyond HE Comply's control. HE Comply will give reasonable prior notice of any such modification where practicable. HE Comply's liability in connection with any unavailability of the eSigning feature is limited to the extent set out in clause 16.
- 10.6** HE Comply is not a party to any Contract executed through the eSigning feature. HE Comply's role is limited to facilitating the transmission and recording of signatures.

11. DATA PROCESSING AND PRIVACY

- 11.1** In using the Platform, the Institution (as data controller) will cause Personal Data to be processed by HE Comply (as data processor). All such processing is governed exclusively by the DPA, which is incorporated into these Terms by reference. In the event of any inconsistency between these Terms and the DPA with respect to the processing of Personal Data, the DPA prevails.
- 11.2** The Institution warrants that:
- (a) it has a valid legal basis under applicable data protection law for all Personal Data uploaded or transmitted through the Platform;
 - (b) it has provided all required notices to data subjects in accordance with applicable data protection laws; and
 - (c) it will comply with all applicable data protection laws in connection with its use of the Platform.
- 11.3** HE Comply's collection and use of personal information relating to the Institution's Authorised Users and account contacts is governed by the HE Comply Privacy Policy at hecomply.com/privacy-policy, as amended from time to time.
- 11.4** The Institution must notify HE Comply without undue delay upon becoming aware of any actual or suspected unauthorised access to or disclosure of Personal Data processed through the Platform. The DPA sets out the parties' respective obligations in relation to Personal Data breaches.
- 11.5** HE Comply may derive anonymised and aggregated insights from data processed through the Platform for the purposes of product development, security monitoring, service improvement, and research. Such use is performed only on data from which individual institutions, users, and data subjects cannot reasonably be identified. For the avoidance of doubt, HE Comply does not use Contracts or Personal Data uploaded to the Platform to

train any generalised artificial intelligence models. This clause does not permit any use of Personal Data except as authorised by the DPA and applicable law.

12. ACCEPTABLE USE

- 12.1** The Institution must use the Platform only for its intended purpose as a contract management and compliance tool for educational institutions and must not:
- (a) use the Platform for any unlawful purpose or in violation of applicable Laws;
 - (b) upload, transmit, or store any content that infringes third-party rights, is defamatory, obscene, or otherwise unlawful;
 - (c) attempt to gain unauthorised access to the Platform, any other user's account, or any connected system;
 - (d) upload or transmit malicious code, viruses, or any other harmful content;
 - (e) reverse engineer, decompile, disassemble, or attempt to extract the source code of any part of the Platform;
 - (f) use the Platform to build a competing product or service, or to benchmark the Platform for the benefit of a competitor;
 - (g) resell, sublicense, or otherwise make the Platform available to third parties not authorised under these Terms;
 - (h) publicly disseminate performance data or benchmarking results relating to the Platform without HE Comply's prior written consent; or
 - (i) use the Platform in a way that adversely affects its availability, performance, or security for other users.
- 12.2** HE Comply may monitor usage of the Platform to the extent necessary to verify compliance with these Terms, prevent fraud, and maintain security.

13. INTELLECTUAL PROPERTY AND LICENCE

- 13.1** HE Comply owns all Intellectual Property Rights in the Platform, including its software, user interface, design, analytics tools, and all related documentation. Nothing in these Terms transfers any ownership of Intellectual Property Rights to the Institution.
- 13.2** Subject to the Institution's compliance with these Terms, HE Comply grants the Institution a limited, non-exclusive, non-transferable, revocable licence to access and use the

Platform during the Term solely for the Institution's internal business purposes in accordance with these Terms.

- 13.3** The Institution grants to HE Comply a limited, non-exclusive, royalty-free licence to use the Institution's name, logo, and trade marks solely to identify the Institution as a client of HE Comply in marketing and promotional materials. The Institution may withdraw this authorisation by written notice to support@hecomply.com, effective within 21 days of receipt.
- 13.4** The Institution must promptly notify HE Comply if it becomes aware of any actual or suspected infringement of HE Comply's Intellectual Property Rights.

14. CONFIDENTIALITY

- 14.1** Each party will keep confidential all non-public information of the other party received in connection with the Platform or these Terms ("Confidential Information") and will not use or disclose such Confidential Information without the other party's prior written consent, except:
- (a) to the extent necessary to exercise its rights or perform its obligations under these Terms; or
 - (b) as required by applicable law, court order, or regulatory authority (in which case the disclosing party will, where permitted, give the other party reasonable prior notice).
- 14.2** Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party at the time of disclosure; or (c) is independently developed by the receiving party without reference to the Confidential Information.
- 14.3** The obligations in this clause survive termination or expiry of these Terms for a period of three (3) years.

15. WARRANTIES AND DISCLAIMERS

- 15.1** HE Comply warrants that it will provide the Services with reasonable care and skill and that the Platform will perform materially in accordance with any documentation made available by HE Comply for the Platform from time to time.

- 15.2** To the maximum extent permitted by applicable law (including the Australian Consumer Law):
- (a) the Platform is provided on an "as is" and "as available" basis;
 - (b) HE Comply does not warrant that the Platform will be uninterrupted, error-free, or free from security vulnerabilities;
 - (c) except as expressly set out in these Terms, and to the maximum extent permitted by applicable law, all implied terms, conditions, guarantees and warranties are excluded; and
 - (d) HE Comply does not warrant that any specific eSigning Envelope will be enforceable in every jurisdiction (see clause 10.3).
- 15.3** Nothing in these Terms excludes any guarantee, right, or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable law.

16. LIABILITY AND INDEMNITY

- 16.1** To the maximum extent permitted by applicable law, HE Comply's aggregate liability to the Institution under or in connection with these Terms (whether in contract, tort, statute, or otherwise) is limited to the total Subscription Fees paid by the Institution in the twelve (12) months immediately preceding the event giving rise to the claim.
- 16.2** In no event will HE Comply be liable to the Institution for any:
- (a) loss of profits, revenue, or business opportunity;
 - (b) loss or corruption of data, except to the extent arising directly from HE Comply's negligence or wilful misconduct;
 - (c) loss of contract or anticipated savings;
 - (d) reputational damage; or
 - (e) indirect, special, incidental, or consequential loss or damage of any kind, whether or not HE Comply was advised of the possibility of such loss or damage.
- 16.3** Nothing in these Terms limits HE Comply's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that cannot lawfully be excluded or limited under applicable law.

- 16.4** The Institution indemnifies and holds harmless HE Comply from and against all claims, losses, costs, damages, and expenses (including reasonable legal fees) arising from or in connection with:
- (a) the Institution's breach of these Terms;
 - (b) the Institution's unlawful upload, disclosure, or processing of Personal Data or Confidential Information through the Platform;
 - (c) any claim by an Agent, data subject, or regulatory authority arising from the Institution's use of the Co-Management or eSigning features in breach of these Terms, the DPA, or applicable Laws; or
 - (d) any third-party claim arising from the Institution's use of the Platform in violation of applicable Laws.

This clause 16.4 does not apply to the extent that the relevant claim, loss, cost, damage, or expense was caused or contributed to by HE Comply's breach of these Terms, negligence, or wilful misconduct.

17. TERM AND TERMINATION

- 17.1** These Terms commence on the Commencement Date and continue until terminated in accordance with this clause.
- 17.2** Either party may terminate these Terms by written notice if the other party:
- (a) materially breaches these Terms and fails to remedy the breach (if capable of remedy) within 10 Business Days of written notice of the breach; or
 - (b) becomes insolvent, enters voluntary or involuntary administration, is wound up, or ceases to carry on business.
- 17.3** HE Comply may terminate these Terms without cause on at least 30 days' written notice to the Institution.
- 17.4** HE Comply may immediately suspend the Institution's access to the Platform, or terminate these Terms on shorter notice, where:
- (a) the Institution fails to pay any Subscription Fee within 30 days of the due date;
 - (b) HE Comply reasonably suspects the Account has been created or used for an improper or fraudulent purpose;
 - (c) the Institution's use of the Platform poses a material risk to the security, integrity, or availability of the Platform or to other users; or
 - (d) HE Comply is required to do so by law or regulatory authority.

- 17.5** Subscription Fees for the remainder of the then-current Initial Term or Renewal Period remain immediately due and payable, without prejudice to any other rights or remedies of HE Comply, if:
- (a) the Institution terminates these Terms other than as a result of HE Comply's material breach under clause 17.2; or
 - (b) HE Comply terminates these Terms under clause 17.2, clause 17.4(a), clause 17.4(b) or clause 17.4(c).
- 17.6** On termination or expiry of these Terms:
- (a) the Institution's right to access and use the Platform ceases immediately;
 - (b) the Institution must cease all use of the Platform and Confidential Information;
 - (c) each party will, at the other's request, return or destroy the other's Confidential Information; and
 - (d) HE Comply will manage and delete the Institution's data as set out in clause 8.5 and the DPA.
- 17.7** The following clauses survive termination or expiry of these Terms: clauses 1 (Definitions), 7 (Billing, for accrued fees), 8.5 (data retention), 11 (Data Processing), 13.1 and 13.4 (IP), 14 (Confidentiality), 15 (Warranties), 16 (Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General).

18. FORCE MAJEURE

- 18.1** Neither party is liable to the other for any failure or delay in performing its obligations under these Terms to the extent caused by circumstances beyond that party's reasonable control, including natural disasters, war, terrorism, acts of government or regulatory authority, strikes or industrial action, failures of the internet or telecommunications infrastructure, or acts or omissions of third-party service providers (including AWS and DocuSign).
- 18.2** The affected party must: (a) notify the other party promptly upon becoming aware of a force majeure event; and (b) take all reasonable steps to mitigate the effect of the event on its performance.
- 18.3** If a force majeure event affecting HE Comply persists for more than 60 days, the Institution may terminate these Terms on written notice without penalty.

19. DISPUTE RESOLUTION

- 19.1** The parties will attempt to resolve any dispute arising out of or in connection with these Terms through good-faith negotiation between senior representatives of each party within 14 days of written notice of the dispute.
- 19.2** If the dispute is not resolved within 14 days (or such longer period as agreed in writing), either party may refer the dispute to mediation. If the parties cannot agree on the appointment of a mediator or the venue for the mediation within 7 days, the dispute must be referred to the Resolution Institute for mediation in Sydney, New South Wales in accordance with the Resolution Institute Mediation Rules. The mediator's fees and mediation administrative costs will be shared equally between the parties, and each party will bear its own legal and internal costs of the mediation.
- 19.3** If mediation does not resolve the dispute within 30 days of appointment of a mediator, either party may refer the dispute to arbitration in accordance with the Arbitration Rules of the Resolution Institute, with a single arbitrator, seated in Sydney.
- 19.4** Nothing in this clause prevents a party from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction.

20. GOVERNING LAW AND JURISDICTION

- 20.1** These Terms are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 20.2** Nothing in these Terms limits the rights of data subjects or the obligations of the parties under the EU GDPR (Regulation (EU) 2016/679), the UK GDPR, or any other applicable data protection law.

21. GENERAL

- 21.1** Entire Agreement. These Terms, together with the DPA and any applicable Enterprise Agreement, constitute the entire agreement between the parties in respect of the Platform and supersede all prior representations, agreements, and understandings relating to the same subject matter.
- 21.2** Severability. If any provision of these Terms is held to be invalid or unenforceable in any jurisdiction, that provision is severed from these Terms in that jurisdiction to the extent of its invalidity or unenforceability. The remaining provisions continue in full force.

- 21.3** Waiver. A party's failure to enforce any right or provision of these Terms on any occasion is not a waiver of that right or provision.
- 21.4** Assignment. The Institution may not assign, novate, or otherwise deal with its rights or obligations under these Terms without HE Comply's prior written consent. HE Comply may assign these Terms to a related body corporate or to a successor entity in connection with a merger, acquisition, or sale of business, on reasonable notice to the Institution.
- 21.5** Notices. All notices under these Terms must be in writing. Notices to HE Comply must be sent to support@hecomply.com (or such other address as HE Comply notifies from time to time). Notices to the Institution will be sent to the email address registered to the Account. A notice sent by email is taken to be received on the first Business Day after transmission unless the sender receives a delivery failure notification.
- 21.6** Relationship of Parties. HE Comply and the Institution are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, agency, or fiduciary relationship between the parties.
- 21.7** Future Functionality. HE Comply may introduce new features, modify existing features, or remove features from the Platform at any time. HE Comply will provide reasonable notice of any material changes to existing features. HE Comply will not be in breach of these Terms solely by reason of introducing, modifying, or removing a Platform feature, provided that the change does not materially diminish the core functionality of the Institution's then-current Plan during the applicable Initial Term or Renewal Period.

HE Comply is a product of Feezy Pty Ltd (ACN 661 267 385)

81–83 Campbell Street, Surry Hills NSW 2001, Australia

support@hecomply.com | hecomply.com

ENDS