## AUSTRALIA

### 1. Title to Hardware etc

The following clauses are added to Section 9 of the Nodestream Hire Terms.

1.1. You acknowledge that we have a purchase money security interest (under the *Personal Property Securities Act 2009 (Cth))* (**PPSA**) in relation to a lease of a Product to the extent that the lease is considered a "PPS lease" under the PPSA.

1.2. You must immediately, if requested by us, sign any document, and do anything else required by us to ensure that our purchase money security interest is a perfected security interest.

1.3. The parties agree to contract out of the application of sections 95, 118, 121(4), 130, 132(4), 135, 142 and 143 of the PPSA.

1.4. You waive any rights that You may otherwise have to:

(a) receive any notices that You would otherwise be entitled to receive under sections 95, 118, 121, 130, 132 and 135 of the PPSA; and

(b) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest that we may have in the products we supplied to You.

1.5. Terms used in this clause 1 that have a defined meaning in the PPSA have the same meaning in this clause.

### 2. Goods and Services Tax

Where reference is made to tax in the General Terms, Product Specific Terms, Quote and/or Purchase Order the following clause applies.

2.1. Where terms used in this clause that have a defined meaning in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in this clause. Unless otherwise expressly stated, all amounts payable under this Agreement are expressed exclusive of GST. In relation to any GST payable for a taxable supply by a party under this Agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.

### 3. Australian Consumer Law

Nothing in the General Terms, Product Specific Terms, Quote and/or Purchase Order will restrict, exclude, or modify, or purport to restrict, exclude, or modify, any statutory consumer rights under the *Competition and Consumer Act 2010 (Cth)*.

**UNITED STATES OF AMERICA**

## 4. Dispute Resolution

The following clauses are added to Section 16 of the Nodestream General Terms.

4.1. You may only resolve Disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under the Agreement. A breach of any of the promises or agreements contained in the Agreement may result in irreparable and continuing damage for which there may be no adequate remedy at law, and the parties are therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate, without the need to post bond.

4.2. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

UNITED KINGDOM

## 5. Consumer rights

5.1. Nothing in the General Terms, Product-Specific Terms, Quote and/or Purchase Order restricts, excludes or modifies, or purports to restrict, exclude or modify, any right You have under the Consumer Rights Act 2015 (UK) or any other applicable United Kingdom consumer protection law where You deal as a consumer.

## 6. Value added tax

6.1. Unless otherwise expressly stated, all amounts payable under the Agreement are expressed exclusive of value added tax. Where value added tax is chargeable on a supply made under the Agreement, the recipient of the supply must pay that value added tax on receipt of a valid value added tax invoice.

EUROPEAN UNION

## 7. Consumer and mandatory rights

7.1. Nothing in the General Terms, Product-Specific Terms, Quote and/or Purchase Order restricts, excludes or modifies, or purports to restrict, exclude or modify, any right You have under the mandatory consumer protection law of the European Union member state in which You are habitually resident where You deal as a consumer. The choice of the laws of Western Australia does not deprive You of the protection of provisions that cannot be derogated from by agreement under that law.

## 8. Value added tax

8.1. Unless otherwise expressly stated, all amounts payable under the Agreement are expressed exclusive of value added tax. Where value added tax is chargeable on a supply made under the Agreement, the recipient of the supply must pay that value added tax on receipt of a valid value added tax invoice.