

**DEED OF AGREEMENT FOR "SCRUBUP" USAGE  
- USER TERMS AND CONDITIONS**

This DEED is made

BETWEEN: Marrienne McGhee, t/as "Allis  
Technology" ("AT")

AND: **The User**

(Individually referred to as "Party" or collectively referred to as "Parties" or "the Parties")

**RECITALS**

- A. AT is the developer, producer and owner of the SUA, and offers private, non-commercial usage of the SUA to the User for consideration.
- B. The User wishes to download and use the SUA in a strictly private, non-commercial manner for consideration.
- C. The Parties have agreed that the User may use the SUA to the User's benefit subject to the terms and conditions set out in this Deed.

**IT IS AGREED**

1. Interpretation and Definitions

- a. In this Deed, unless the context requires otherwise, the following shall apply:
  - i. References to this or any other document include the document as varied or amended, and notwithstanding any change in the identity of the Parties.
  - ii. A reference to a gender shall include a reference to all other genders, and the singular will include the plural and vice versa.
  - iii. A reference to a statute, ordinance, code, or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction), and any equivalent of any other legislative authority having jurisdiction that may be relevant to the subject matter of this Deed.
  - iv. Headings are for convenience only and shall not be taken into account in interpreting the provisions of this Deed.
  - v. A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed, in its original form or any varied or amended form that comes into effect.
  - vi. An expression importing a natural person includes any assignee, trust, partnership, joint venture, association, body corporate or governmental agency.
  - vii. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.

- viii. Reference to a Party will include a reference to that Party's successors, heirs or assignees permitted by law.
  - ix. An obligation of 2 or more Parties binds them jointly and separately and an obligation incurred in favour of 2 or more Parties is enforceable by them jointly and separately.
  - x. Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- b. In this Deed, unless the context requires otherwise, the following words mean:
    - i. "*The AT Privacy Policy*" means the policy concerning the management of personal information published by AT on its website and updated or amended from time-to-time, in accordance with the Privacy Law.
    - ii. "*Claims*" means any claims, without limitation, including any suit, action, cause of action, arbitration, money, debt, costs, demands, verdicts and judgments, whether brought by a private or public entity, including a regulatory body, either at law or in equity or arising under the provisions of any statute, including but not limited to a breach or alleged breach of the Consumer Law, the Defamation Law, the Intellectual Property Law, the Privacy Law, or arising as a result of a Tortious Action, whether in any Australian jurisdiction or otherwise.
    - iii. "*Consumer Law*" means the *Competition and Consumer Act 2010* (Cth), and particularly Schedule 2 thereto, any accompanying regulations thereto, the common law relating to consumer transactions, including but not limited to the issue of misleading and deceptive conduct, and any equivalent, similar or alternative statutes, legislation, regulations, ordinances, codes, or law in any other jurisdiction.
    - iv. "*Defamation Law*" means the *Defamation Act 2005* (NSW), any accompanying regulations thereto, any equivalent legislation and regulations in other Australian States or Territories, the common law regulating to defamation and injurious falsehood in the State of New South Wales Australia and elsewhere in Australia, and any equivalent, similar or alternative statutes, legislation, regulations, ordinances, codes, or law in any other jurisdiction.
    - v. "*Intellectual Property*" means any copyright, moral rights, trademarks, designs, patents or other proprietary rights that may exist or may be capable of existing, whether or not such existence is contingent upon the doing of any

thing, including but not limited to the registration of such a right, in any photographic, cinematographic, literary, dramatic, musical or artistic works, sound recordings, computer programs, broadcasts or other things, publications, adaptations and so forth, as the case may be, including but not limited to the Intellectual Property Application and the subject matter thereof.

- vi. *"Intellectual Property Law"* means the international instruments governing intellectual property law, including but not limited to any multinational treaties such as the "Berne Convention" (1971), the "WIPO Copyright Treaty" (1996), the "Paris Convention" (1967) and the "Madrid Protocol" (1989), any bilateral treaty governing intellectual property law, including but not limited to Chapter 17 of the "Australia-United States Free Trade Agreement" (2005), and the domestic regimes governing intellectual property law, whether or not extending beyond the provisions of such international instruments, including but not limited to the *Trade Marks Act 1995* (Cth), the *Copyright Act 1968* (Cth), the *Patents Act 1990* (Cth), the *Designs Act 2003* (Cth), any accompanying regulations thereto, and equivalent, similar or alternative instruments, treaties, agreements, statutes, legislation, regulations, ordinances, codes, or law in any other jurisdiction.
- vii. *"Privacy Law"* means the *Privacy Act 1988* (Cth) and particularly the "Australian Privacy Principles" set out in Schedule 1 thereto, any accompanying regulations thereto, and any equivalent, similar or alternative statutes, legislation, regulations, ordinances, codes, or law in any other jurisdiction.
- viii. *"The SUA"* means the Scrubup Application developed, produced and owned by TA and / or MM and / or their nominees, as the case may be, and offered to users for private, non-commercial use on their own smart phones and other personal electronic devices.
- ix. *"Tortious Action"* means any conduct capable of giving rise to a Claim founded on a tort, including but not limited to the torts of negligence, assault, trespass to person or property, negligent misrepresentation, deceit, defamation, passing off, interference with contractual relations, intimidation and public nuisance.
- x. *"The Trademark Application"* means the Australian domestic trademark application by TA and / or MM and / or their nominees, as the case may be, over the SUA logo and

bearing application number 1657670, in addition to any current or future Intellectual Property registration applications and / or confirmations with respect to the SUA.

- xi. *"The User"* means any person who accepts the terms of this Deed in accordance with clause 13 herein, or any person who downloads and / or uses the SUA.

## 2. Purpose and Agreement

The purpose of this Deed is to set out and formalise the terms and conditions upon which the User will be entitled to download, use and enjoyment of the SUA, which the Parties have agreed to be essential, including the:

- a. consideration payable by the User for use of the SUA;
- b. nature and extent of the product and / or service that AT will provide to the User through the SUA;
- c. ownership of any Intellectual Property relating to the SUA, or any Intellectual Property that may arise through the use or operation of the SUA, and the terms upon which this can and cannot be used by the Parties;
- d. way in which personal information is collected, stored and distributed in connection with the use of the SUA;
- e. conduct which is expressly prohibited in connection with the use of the SUA; and
- f. allocation of various liabilities or potential liabilities and corresponding releases and indemnities.

## 3. Warranties

- a. Before entering into this Deed, the User has obtained, or has had the opportunity and have has elected not to obtain, separate and independent legal, accounting and financial advice as to the terms of this Deed and as to the User's obligations, rights and liabilities under this Deed. AT relies on this warranty and representation given by the User.
- b. All Parties intend for this Deed to be binding.
- c. The User understands that this Deed continues to operate despite the death of the User, and operates in favour of, and is binding on, the legal personal representative of that Party.
- d. The Parties have entered this Deed with the intention that it will still apply with a binding effect to the fullest extent possible notwithstanding any material change in the circumstances of any Party.
- e. No Party has entered this Deed as the result of any undue influence, unconscionable conduct, duress or similar circumstances of pressure, necessity or unequal bargaining power and all Parties were fully cognisant of the advantages and

disadvantages of so entering at the time of making an informed choice in the affirmative.

- f. The User warrants that it will not use the SUA for any illegal or immoral purpose.
- g. The User will do all things reasonably necessary, including but not limited to the execution and lodgement of any requisite documents, to give effect to the provisions of this Deed.
- h. The User will refrain from doing anything, including but not limited to the execution of a last will and testament with inconsistent provisions to this Deed, that may potentially jeopardise the operation or effect of any of the provisions of this Deed, and the User acknowledges and agrees that any such act will be void or voidable at the discretion of AT.
- i. The User warrants that it has provided true and accurate personal identification information to AT, and that the User accepts responsibility for the use of the User's SUA under any and all circumstances, whether or not such use was authorised by or even known to the User.
- j. The User specifically warrants to AT that the User understands, acknowledges and accepts the provisions of this Deed, and in particular, clauses 5 to 9 inclusive herein.

#### 4. Consideration

- a. In consideration for the right to use the SUA, the User:
  - i. may download and use the SUA free of charge, for so long as it remains commercially viable and legal for AT to continue to make the SUA available;
  - ii. must pay to AT a fee of \$2.99 for each additional "specialty" module or any other restricted function downloaded per personal electronic device. For the avoidance of doubt, the loss of a personal electronic device will not grant the User an automatic right of replacement of a "specialty" module or access to any other restricted function of the SUA;
  - iii. authorises AT to take such payment from the User automatically, either through the "Apple App Store", "Android Market", "Blackberry App World", "Windows Marketplace" or any other system specific to the personal electronic device of the User; and
  - iv. acknowledges and agrees to, and must specifically comply with, the terms of this Deed, and particularly clauses 5 to 9 inclusive herein, and particularly the releases and indemnities provided in those clauses.
- b. A breach of this clause on the part of the User gives AT an immediate right to terminate this Deed.

#### 5. Privacy

- a. The User warrants to AT that the User has familiarised itself, or will familiarise itself at the first available opportunity after downloading and prior to using the SUA, with the Privacy Law, and that it is not the responsibility of SUA to do so, in any way whatsoever, and that AT will not do so.
- b. The User warrants to AT that the User has read, or will read at the first available opportunity after downloading and prior to using the SUA, the AT Privacy Policy.
- c. The User accepts the terms of the AT Privacy Policy.
- d. The User acknowledges and agrees that it will not, under any circumstances whatsoever, use the SUA in any way that may bring AT into an actual or potential breach of the Privacy Law or The AT Privacy Policy.
- e. The User acknowledges and agrees that the User will not use the personal information of any other SUA user, or any other person, under any circumstances whatsoever with the exception of using information openly available to SUA users in furtherance of SUA initiatives only and strictly within the SUA platform and user interface.
- f. The User hereby consents and gives express permission for AT to use the User's personal information and any information or Intellectual Property the User uploads to the SUA in the following manners:
  - i. To register the User's SUA account with AT;
  - ii. To ensure the User's compliance with clause 4 herein;
  - iii. To suggest other users of the SUA with whom the User may wish to connect via the SUA platform;
  - iv. To disclose if required to do so by law;
  - v. To display the most relevant generic advertisements to the User on the User's interface during use of the SUA; and
  - vi. With the exception of "sensitive information" as defined in the Privacy Law and financial information, to disclose to third party companies for the purpose of selling advertising through the SUA interface only.
- g. The User understands that, notwithstanding that AT takes the most appropriate measures possible in the circumstances to ensure against such occurrences, other users of the SUA, advertisers and third party marketers with whom AT deals, or hackers or other cyber criminals or otherwise, may use the User's information or content in a manner that breaches the Privacy Law or The AT Privacy Policy or this clause. The User downloads and / or uses the SUA knowing and accepting that this is a risk that the User assumes in full, and the User

hereby forever releases and indemnifies in full AT for any such occurrence or any similar or like occurrence.

- h. Any act inconsistent with this clause on the Part of the User, including but not limited to a breach or the pursuit of a Claim in relation to the User's personal information or the Privacy Law, gives AT an immediate right to terminate this Deed.
6. Defamatory, Offensive Use and other Tortious Actions
    - a. The User warrants to AT that the User has familiarised itself, or will familiarise itself at the first available opportunity after downloading and prior to using the SUA, with the Defamation Law, and that it is not the responsibility of SUA to do so, in any way whatsoever, and that AT will not do so.
    - b. The User hereby warrants to AT that it will not use the SUA or any content from the SUA in any way whatsoever that gives rise to an actual or potential breach or contravention of the Defamation Law.
    - c. For the avoidance of doubt, the User must not, under any circumstances whatsoever, use the SUA or conduct itself on the SUA platform in any way that tends to:
      - i. lower another SUA user's opinion of a person in any way whatsoever, lower the reputation of a person, represent a falsity or half truth about a person or give a negative connotation about a person;
      - ii. as with clause 6bii above with respect to an organisation, and particularly a business entity, whether or not a sole trader, company or partnership, or whether or not with respect to that entity itself or its product(s), service(s), competence, credibility or otherwise; or
      - iii. even if it does not fall foul of clauses 6bi or 6bii above, paint a person or business entity in any way that is not entirely wholesome or positive in nature or connotation.
    - d. The User understands that, notwithstanding that AT takes the most appropriate measures possible in the circumstances to ensure against such occurrences, other users of the SUA, advertisers and third party marketers with whom AT deals, or hackers or other cyber criminals or otherwise, may use the User's information or content in a manner that breaches the Defamation Law or this clause. The User downloads and / or uses the SUA knowing and accepting that this is a risk that the User assumes in full, and the User hereby forever releases and indemnifies in full AT for any such occurrence or any similar or like occurrence.
    - e. Any act inconsistent with this clause on the Part of the User, including but not limited to a breach or

the pursuit of a Claim in relation to the Defamation Law, gives AT an immediate right to terminate this Deed.

- f. The provisions of this clause apply in full, *mutatis mutandis*, with respect to other applicable Tortious Actions, as the case may be.
7. Intellectual Property
    - a. The User warrants to AT that the User has familiarised itself, or will familiarise itself at the first available opportunity after downloading and prior to using the SUA, with the Intellectual Property Law, and that it is not the responsibility of SUA to do so, in any way whatsoever, and that AT will not do so.
    - b. The User warrants that it will not use the Intellectual Property of AT for any purpose other than the direct use of the SUA in accordance with the provisions of this Deed, and that it will not use the SUA in any way whatsoever that infringes upon the Intellectual Property Law or the rights of others.
    - c. The User hereby assigns to AT in full any and all title or right, whether legal or equitable, and whether existing or registered or not, in or to or in relation to, any Intellectual Property in any and all content the User may upload to the SUA platform.
    - d. The User acknowledges and agrees that, following clause 7a above, AT holds in full any and all title or right, whether legal or equitable, and whether existing or registered or not, in or to or in relation to, any Intellectual Property in any and all content the User may upload to the SUA platform, to the exclusion of all others.
    - e. The User understands that the effect of clauses 7a and 7b above is that the User surrenders any Claim it would or may have otherwise had against AT, other users of the SUA, or the advertisers or third party marketers with whom AT deals, in relation to the Intellectual Property Law, and the User hereby forever releases and indemnifies in full AT in relation to any such Claim brought against AT, other users of the SUA, or the advertisers or third party marketers with whom AT deals.
    - f. Any act inconsistent with this clause on the Part of the User, including but not limited to a breach or the pursuit of a Claim in relation to the Intellectual Property Law, gives AT an immediate right to terminate this Deed.
  8. Prohibited Use and Tortious Actions
    - a. The User warrants to AT that the User has familiarised itself, or will familiarise itself at the first available opportunity after downloading and prior to using the SUA, with the Consumer Law,

that it is not the responsibility of SUA to do so, in any way whatsoever, and that AT will not do so.

- b. The User warrants that it will not, under any circumstances whatsoever, use the SUA for its own commercial purposes without the prior written consent of AT, with the exception of personal use in the course of fulfilment of employment obligations only.
- c. The User hereby warrants to AT that it will not use the SUA or any content from the SUA in any way whatsoever that gives rise to an actual or potential breach or contravention of the Consumer Law. For the avoidance of doubt, the User must not, under any circumstances whatsoever, use the SUA or conduct itself on the SUA platform in any way mentioned in the following non-exhaustive list:
  - i. Mislead or falsely represent, whether intention, negligent or inadvertent;
  - ii. Assert a right to payment;
  - iii. Take advantage of another with lesser bargaining power or a disability;
  - iv. Strike an unfair bargain;
  - v. Make an unsolicited supply;
  - vi. Harass or coerce;
  - vii. Make a guarantee with respect to any matter in relation to a good or service or the supply of a good or service;
  - viii. Provide any warranty or make any statement with respect to the quality or safety of a good or service; or
  - ix. Deal in any way with a good or service that has been banned or recalled or is known to be defective.
- d. The User hereby warrants to AT that it will not use the SUA or any content from the SUA in any way whatsoever that could be characterised as commercial sabotage, espionage, unfair competition or malicious or wilful damage. For the avoidance of doubt, the User must not, under any circumstances whatsoever, use the SUA or conduct itself on the SUA platform in any way mentioned in the following non-exhaustive list:
  - i. copying, modifying, reproducing, selling, posting or transmitting any part or aspect of the SUA;
  - ii. uploading any content to the SUA, any other AT software or product or any AT website that contains any trojan, spyware, malware, robot, spider, script or any other like software, device, product or process with similar or like effect or capacity;
  - iii. attempt to or actually gain access to any aspect of the SUA, any other AT product or any AT website that is secure or otherwise not accessible from the standard SUA user

interface and equivalent in such other software or website, as the case may be;

- iv. attempt to or actually identify the source or underlying code, reverse engineer, search or harvest information from, any aspect of the SUA, any other AT product or any AT website; or
- v. otherwise do anything likely to harm the commercial interest of AT or the experience of other Users of the SUA.
- e. The User understands that, notwithstanding that AT takes the most appropriate measures possible in the circumstances to ensure against such occurrences, other users of the SUA, advertisers and third party marketers with whom AT deals, or hackers or other cyber criminals or otherwise, may use the User's information or content in a manner that breaches the Consumer Law or this clause. The User downloads and / or uses the SUA knowing and accepting that this is a risk that the User assumes in full, and the User hereby forever releases and indemnifies in full AT for any such occurrence or any similar or like occurrence.
- f. Any act inconsistent with this clause on the Part of the User, including but not limited to a breach or the pursuit of a Claim in relation to the Consumer Law, gives AT an immediate right to terminate this Deed.
- g. The provisions of this clause apply in full, *mutatis mutandis*, with respect to other applicable Tortious Actions, as the case may be.

#### 9. Indemnification

The User expressly acknowledges and agrees that:

- a. AT may be relying on representations made and / or warranties given by other Parties in this Deed and that, as such, AT may, and may continue to, assume considerable risk, including but not limited to through the fulfilment of AT's obligations in reliance upon the User's warranties, that AT may not otherwise have endeavoured to assume in absence of the Parties' execution of this Deed;
- b. The User acknowledges that, in the event of a breach, derogation from, inability, unwillingness or refusal of the User to comply with the terms of this Deed, AT would have relied upon the User's representations and / or warranties to its detriment and that, as such, the User will indemnify AT for any reasonable costs or expenses, whether direct or indirect, present or future, incurred by AT in connection with this Deed;
- c. Subject to AT acting in breach or outside the scope of the provisions of this Deed, the User specifically indemnifies AT against the following occurrences:
  - i. Any and all Claims arising in relation to the User's use of the SUA;

- ii. Any and all Claims arising in relation to the use by third parties of the SUA that may affect or relate in any way whatsoever to the User and that may have a bearing on AT; and
  - iii. Any ancillary loss or damage, suffered by the User or any third party.
- d. Without limiting any other right or obligation which a Party may have under this Deed or a covenant herein or otherwise, the User indemnifies AT and will keep AT indemnified for any Claims or other loss or damage suffered as a result of a breach by AT or a third party or the User of this Deed or a contravention of any law, regulation, by-law or order of any relevant competent authority or the covenants of this Deed; and
- e. Any indemnity under this Deed will be independent of any other obligation of any Party and is irrevocable and will continue despite expiration or termination of this Deed. AT may enforce any indemnity without or before incurring any actual expense or suffering any actual loss or damage.

10. Relationship of the Parties

- a. Nothing in this Deed, and nothing in relation to the SUA or the operation or use of the SUA, is to be construed as constituting the Parties as partners, or as creating between the Parties the relationship of employer and employee, master and servant, or principal and agent, and no Party has (and must not represent that it has) any power, right or authority to bind the other, unless the contrary intention is expressed in the provisions of this Deed.
- b. No feedback, suggestion, content, comment or other contribution by the User that is subsequently acted upon by AT will be taken under any circumstances whatsoever to creating any entitlement whatsoever on the part of the User.

11. Variation

- a. The User may not vary the provisions of this Deed under any circumstances whatsoever.
- b. From time to time, AT may vary the provisions of this Deed. In the event that AT seeks to effect such a variation, the User will be provided with prior notice in a reasonable form nominated by AT. The User acknowledges and agrees that, in the event that the User does not agree with the proposed variations, the User will immediately cease any use of the SUA, and continued use of the SUA will be deemed to be an acceptance by the User of the variation.

12. Assignment

- a. The User may not assign its rights or obligations under this Deed under any circumstances whatsoever.
- b. In the event that AT incorporates, transfers its intellectual property to another entity, sells the SUA, or on the occurrence of a similar or like event, the rights and obligations of AT will automatically be assigned and subrogated to the relevant new entity, as the case may be.

13. Acceptance and Agreement

- a. The User acknowledges and agrees that the User was made aware of the terms of this Deed, and physically and / or electronically acknowledged and accepted those terms, as a condition precedent to the SUA becoming physically and / or electronically available to the User for download, and specifically, at the point when the User attempted to download the SUA onto the User's smart phone or other personal electronic device.
- b. This Deed will be deemed to be accepted, and agreement therefore reached between the Parties, when the User downloads and / or otherwise uses the SUA.
- c. The User acknowledges and agrees that, if the User does not agree to any provision of this Deed, the User will not use the SUA under any circumstances whatsoever.

14. Document to Enure

Subject to any express terms of this Deed evincing a contrary intention, all of the clauses of this Deed survive the termination of this Deed for any reason and continue to be binding upon the Parties and enure for the benefit of the Parties.

15. Entire Agreement

This Deed embodies the entire agreement between the Parties relating to the subject matter of this Deed, the SUA and the use or operation of the SUA in any way whatsoever, and this Deed supersedes and replaces any prior and / or contemporaneous agreements and understandings between the Parties in that regard.

16. Governing Law and Jurisdiction

- a. This Deed is governed by the law of New South Wales and the Parties:
  - i. submit to the jurisdiction of its courts or tribunals and courts of appeal from those courts or tribunals ; and
  - ii. will not object to the exercise of jurisdiction by those courts or tribunals on any basis.
- b. For the avoidance of doubt, clause 16a above is intended to have the effect that any litigious dispute should be heard and determined by a court

or tribunal in New South Wales, Australia, and according to the laws applicable in New South Wales, Australia.

17. Dispute Resolution

- a. If a dispute arises out of or relates to this Deed (including any dispute as to the meaning, performance, validity, subject matter, breach or termination of the Deed or as to any claim in tort, in equity or pursuant to any statute) ("Dispute") a Party may not commence any court or arbitration proceedings relating to the Dispute unless it has complied with the following paragraphs of this clause, except where the Party seeks urgent interlocutory relief.
- b. A Party claiming that a Dispute has arisen under or in relation to this Deed must give written notice to the other Party specifying the nature of the Dispute.
- c. On receipt of that notice by the other Party, the Parties must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.
- d. If the Parties do not agree within seven (7) days of receipt of the notice (or such further period as agreed in writing by them) as to:
  - i. The dispute resolution method and/or procedures to be adopted;
  - ii. The timetable for all steps in those procedures; and
  - iii. The selection and compensation of the independent person required for such technique;
  - iv. The Parties must mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.
- e. In the event the Dispute is not resolved by mediation within fourteen (14) days of written notice by one Party to the other of the Dispute (or such further period agreed in writing between the Parties), either Party may refer the Dispute to arbitration. The arbitrator shall be agreed between the Parties within ten (10) days of written notice of the referral by the referring Party to the other, or failing agreement such as appointed by the President of the Law Society of New South Wales or the President's nominee. In either case the arbitrator shall not be a person who has participated in an informal resolution procedure in respect of the Dispute.

18. External Circumstances

- a. The User understands that, in connection with the User's download and / or use of the SUA, the User may be subject to additional terms and conditions imposed by the "Apple App Store", "Android Market", "Blackberry App World", "Windows Marketplace" or any other system specific to the personal electronic device of the User. The User acknowledges and agrees that there exists privity between the User and such service providers, and that this in no way whatsoever is connected to AT. The User understands that this is outside of the control of AT and releases AT from any and all Claims relating to the subject matter of this clause. The User also agrees to continue to abide by any such terms and conditions, failing which the User agrees to immediately cease using the SUA.
- b. The User understands that the SUA may take some time to download and will attract additional costs levied by the User's telecommunications service provider, particularly if the User is using the 3G or 4G network. The User understands that this is outside of the control of AT and releases AT from any and all Claims in relation thereto.
- c. The User also understands that there are other external circumstances outside of the control of AT, including but not limited to the safety or aspects of the websites or otherwise of various advertisers and other third parties associated with the SUA, and also releases AT from any and all Claims in relation thereto.

19. No Advice or Representations

- a. The User understands and agrees that AT makes no warranties or representations whatsoever regarding the functionality, performance, application, accuracy, truthfulness, usefulness or otherwise of the SUA, and the User releases AT from any Claims involving a contrary assertion or implication.
- b. The User understands and agrees that any content seen on the SUA, including advertisements by advertisers and information uploaded or distributed by other users, is not verified or endorsed by AT in any way whatsoever, and releases AT from any Claims involving a contrary assertion or implication.
- c. The User understands and agrees that any content posted by AT, advertisers or other third parties is not intended to be taken to be medical, professional, legal, financial or other advice, and also releases AT from any Claims involving a contrary assertion or implication.

20. Severance

- a. In the event of any covenant or other provision of this Deed being declared invalid, illegal, unlawful

or otherwise being incapable of enforcement, all other covenants and provisions of this Deed shall nevertheless prevail and remain in full force and effect.

- b. In the event of any such provision being severed the Parties must endeavour to agree upon provisions in substitution for the severed provision that are not illegal and that substantially express the meaning of the severed provision.

21. Independent Advice

- a. The User acknowledges and represents to AT that the User has obtained, or has had the opportunity to obtain and has elected not to obtain, separate and independent legal, accounting and / or financial advice as to the terms of this Deed and as to any obligations, rights or liabilities that may arise under this Deed.
- b. AT relies on the acknowledgement and representation given in this clause by the User.

22. Absolute bar

This Deed may be pleaded and tendered by any Party as an absolute bar and defence to any proceeding or Claim brought in breach of the terms of this Deed or otherwise in relation to this Deed.