

# Unimarket Terms of Use – Suppliers

Last updated: 29 May 2026

## 1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Service (as that term is defined below). By setting up an account or accessing and using the Service:
  - a you agree to these Terms; and
  - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Service, and you must immediately stop doing so.

## 2 CHANGES

- 2.1 Subject to clause 2.3:
  - a we may change these Terms at any time by notifying you of the change by email or by posting a notice on the Website; and
  - b unless stated otherwise, any change takes effect from the date set out in the notice.
- 2.2 You are responsible for ensuring you are familiar with the latest Terms.
- 2.3 If a change to these Terms is detrimental to you, you may terminate these Terms and your right to access and use the Service by contacting us at [support@unimarket.com](mailto:support@unimarket.com) and requesting that we deactivate your account, provided you do so before the date that the change takes effect. If you do not exercise your termination right under this clause, and you continue to access and use the Service from the date on which the Terms are changed, you agree to be bound by the changed Terms.
- 2.4 **These Terms were last updated on 29 May 2026.**

### 3 INTERPRETATION

In these Terms:

*AI Outputs* means outputs of the Service generated using a Third Party AI Tool, excluding Analytical Data.

*Analytical Data* has the meaning given in clause 7.3.

*Confidential Information* means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Service. Our Confidential Information includes Intellectual Property owned by us (or our licensors), including the Software. Your Confidential Information includes the Content.

*Catalogue* means the display of goods and/or services available for a Customer to purchase from you.

*Content* means all data, content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Service, including the Catalogues.

*Customer* means a person who has set up an account with the Service to purchase goods and/or services.

*Fees* has the meaning given in clause 8.2a.

*Force Majeure* means an event that is beyond the reasonable control of a party, excluding:

- an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- a lack of funds for any reason.

*including* and similar words do not imply any limit.

*Intellectual Property Rights* includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. *Intellectual Property* has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

*Objectionable* includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

a *party* includes that party's permitted assigns.

*Permitted Users* means your personnel who are authorised to access and use the Service on your behalf in accordance with clause 5.6.

a *person* includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

*personal information* means information about an identifiable, living person.

*personnel* includes officers, employees, contractors and agents, but a reference to your personnel does not include us.

*Sales Tax* includes sales tax, use tax, goods and services tax, value added tax and equivalent tax payable under any applicable law.

*Service* means the service having the core functionality described on the Website, as the Website is updated from time to time.

*Software* means the software known as *Unimarket* or *VendorPanel* and owned by us (and our licensors) that is used to provide the Service.

*Start Date* means the date that you [*set up an account / first access or use the Service*].

*Terms* means these terms titled *SaaS terms of use*.

*Third Party AI Tool* means any third party artificial intelligence or machine learning software, application, platform, or service (including generative AI and large language models) that we use in connection with the provision of the Service. The Third Party AI Tools used in connection with the provision of the Service are listed under the Privacy & Security section of the [Unimarket.com](https://Unimarket.com) website, as that page is updated from time to time.

*Third Party AI Tool Terms* means, for each Third Party AI Tool, the Third Party Provider's terms and conditions, acceptable use policies and other terms or policies that apply to use of that Third Party AI Tool, as may be updated from time to time by the Third Party AI Tool Provider. The websites for the Third Party Providers of each Third Party AI Tool (through which such terms and policies are accessible) are listed under the Privacy & Security section of the [Unimarket.com](https://Unimarket.com) website, as that page is updated from time to time.

*Underlying Systems* means the Software, IT solutions, systems and networks (including software and hardware) used to provide the Service, including any third party solutions, systems and networks.

*User ID* means a unique name and/or password allocated to you to allow you to access the Service.

*We, us or our* means the contracting entity set out in clause 15.

*Website* means the internet site at [www.unimarket.com](http://www.unimarket.com), or such other site notified to you by us.

*Year* means a 12-month period starting on the Start Date or the anniversary of that date.

*You or your* means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

Words in the singular include the plural and vice versa.

A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

## **4 PROVISION OF THE SERVICE**

4.1 We must use reasonable efforts to provide the Service:

- a in accordance with these Terms and applicable law;
- b exercising reasonable care, skill and diligence; and
- c using suitably skilled, experienced and qualified personnel.

4.2 Our provision of the Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Service to any other person.

4.3 Subject to clause 4.4, we must use reasonable efforts to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. We must use reasonable efforts to publish on the Website advance details of any unavailability.

4.4 Through the use of web services and APIs, the Service interoperates with a range of third party service features. We do not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature

available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third party feature, you are not entitled to any refund, discount or other compensation.

## 5 YOUR OBLIGATIONS

### 5.1 You and your personnel must:

- a use the Service in accordance with these Terms solely for:
  - i your own internal business purposes; and
  - ii lawful purposes (including complying with any anti-spam or similar law to which you are subject); and
- b not resell or make available the Service to any third party, or otherwise commercially exploit the Service.

### 5.2 You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.

### 5.3 You must keep your User ID secure and:

- a not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
- b immediately notify us if you become aware of any unauthorised use or disclosure of your User ID, by sending an email to [support@unimarket.com](mailto:support@unimarket.com).

#### Two-Factor Authentication

- c To access the Service, you must set up two-factor authentication (2FA) for your account. When prompted, you must select one of the following methods to verify your identity at login:
  - d an authenticator application; or
  - e a one-time verification code sent to your registered mobile phone number via SMS (SMS 2FA). If you select the SMS 2FA option:
    - f you confirm that you are the account holder or authorised user of the mobile phone number provided and that you consent to receiving SMS messages from us containing one-time verification codes for the purpose of accessing the Service;

- g your consent to SMS 2FA is opt-in and is given at the time you select this option during account setup – you are not required to select SMS 2FA to use the Service. Message and data rates from your mobile carrier may apply;
  - h further information about 2FA options and how to manage your settings can be found at [supplier-help.unimarket.com](https://supplier-help.unimarket.com).
- 5.4 You must obtain our written permission to establish a link to the Service. If you wish to do so, email your request to [support@unimarket.com](mailto:support@unimarket.com).
- 5.5 When accessing the Service, you and your personnel must:
- a not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
    - i except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; or
    - ii attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
  - b not impersonate another person or misrepresent authorisation to act on behalf of others or us;
  - c correctly identify the sender of all electronic transmissions;
  - d not attempt to undermine the security or integrity of the Underlying Systems;
  - e not use, or misuse, the Service in any way, or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature), which may compromise, or impair the functionality of, the Underlying Systems or impair the ability of any other user to use the Service;
  - f not attempt to view, access or copy any material or data other than:
    - i that which you are authorised to access; and
    - ii to the extent necessary for you to use the Service in accordance with these Terms;
  - g not harvest, scrape or otherwise collect information, including contact information, about other users of the Service without their prior written consent;

- h neither use the Service in a manner, nor transmit, input or store any Content, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading;
  - i be legally and physically able to sell and supply the items in the Catalogue;
  - j not post or offer for sale items in an inappropriate category;
  - k not interfere with other suppliers' listings; and
  - l deliver items purchased from you in accordance with the relevant terms of sale agreed with the Customer unless:
    - i the Customer fails to meet the agreed terms; or
    - ii you cannot authenticate the Customer's identity after using reasonable efforts to do so.
- 5.6 Without limiting clause 5.5, no individual other than a Permitted User may access or use the Service. You may authorise any member of your personnel to be a Permitted User, in which case you must provide us with the Permitted User's name and other information that we reasonably require in relation to the Permitted User. You must procure each Permitted User's compliance with clauses 5.1 and 5.5 and any other reasonable condition notified by us to you.
- 5.7 A breach of any of these Terms by your personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of these Terms by you.
- 5.8 You are responsible for procuring all licences, authorisations and consents required for you and your personnel to use the Service, including to use, store and input Content into, and process and distribute Content through, the Service.
- 5.9 You indemnify us against all costs, losses, expenses and damages arising from any claims against us resulting from:
- a any claim that the Content or its use, storage, reproduction or communication infringes the rights of a third party; or
  - b your breach of these Terms.

## **6 CUSTOMERS**

- 6.1 The Service provides Customers with access and interaction with suppliers for the purposes of completing procurement activities such as gathering and validating supplier information and compliances, responding to sourcing events, managing contracts, searching catalogues, placing and completing orders and processing invoices.

- 6.2 We are not party to any agreements or transactions between you and a Customer, including any orders, sourcing events (Rfx) or contracts between you and a Customer.
- 6.3 You agree not to involve, or attempt to involve, us in any dispute or in the resolution of disputes that arise between you and a Customer as a result of the goods and/or services provided to the Customer, except to the extent the dispute is caused by or results from the negligence or wilful misconduct of us or our personnel.
- 6.4 If you have a dispute with one or more Customers, you release us (and our personnel, subsidiaries and joint ventures) from all loss, claims, demands and damages of every kind and nature, known and unknown, disclosed and undisclosed, and whether direct, indirect or consequential, arising out of or in any way connected with such disputes.

## 7 CONTENT

- 7.1 You acknowledge that:
- a we may require access to the Content to exercise our rights and perform our obligations under these Terms; and
  - b to the extent that this is necessary but subject to clause 10, we may authorise a member or members of our personnel to access the Content for this purpose.
- 7.2 You must arrange all consents and approvals that are necessary for us to access the Content as described in clause 7.1.
- 7.3 You acknowledge and agree that:
- a we may:
    - i use Content and information about your and your Permitted Users' use of the Service to generate anonymised and aggregated statistical and analytical data (**Analytical Data**); and
    - ii use Analytical Data:
      - for service improvement;
      - for usage analysis;
      - to monitor our server environment; and
      - to improve performance of the Service;

- b our rights under clause 7.3a ii above will survive termination or expiry of these Terms; and
  - c title to, and all Intellectual Property Rights in, Analytical Data is and remains our property.
- 7.4 You acknowledge and agree that to the extent Content contains personal information, in collecting, holding and processing that information through the Service, we are acting as your data processor and/or service provider and/or agent (or the equivalent under applicable privacy and data protection laws) for the purposes of applicable privacy and data protection laws. You must obtain all necessary consents from, and give all necessary notices to, the relevant individual to enable us to collect, use, hold and process that information in accordance with these Terms.
- 7.5 We will not, unless we have your prior written consent, allow any Third Party AI Tool Provider to use or retain Content for artificial intelligence/machine learning training purposes.
- 7.6 Subject to our compliance with clause 7.5, you authorise us to input the Content into the Third Party AI Tools, and agree that the Third Party Providers of the Third Party AI Tools may access and use the Content, on the terms of the Third Party AI Tool Terms.
- 7.7 The AI Outputs may include information such as metadata, digital signatures, or watermarks to identify it is generated using a generative artificial intelligence model (**provenance markers**). You must not modify, tamper with, remove, obscure, or otherwise alter any provenance markers.
- 7.8 While we will take standard industry measures to back up all Content stored using the Service, you agree to keep a separate back-up copy of all Content uploaded by you onto the Service.
- 7.9 You agree that we may store Content (including any personal information) in secure servers in Australia, the United States and New Zealand and may access that Content (including any personal information) in Australia, the United States and New Zealand from time to time.

## 8 FEES

- 8.1 There are no fees for access to or use of:
- a Unimarket, unless you register for a premium account; or
  - b VendorPanel.
- 8.2 If you register for a premium Unimarket account:

- a you must pay us the applicable fees set out in the Service, as may be updated from time to time in accordance with clause 8.2e (**Fees**);
- b the Fees exclude Sales Tax, which you must pay where applicable, subject to us providing you with a valid Sales Tax invoice;
- c you must pay the Fees:
  - i by the 20<sup>th</sup> of the month following the date of invoice; and
  - ii electronically in cleared funds without any set off or deduction;
- d we may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at a rate of 7% per annum; and
- e we may increase the Fees by giving at least 30 days' notice. If you do not wish to pay the increased Fees, you may contact us at [support@unimarket.com](mailto:support@unimarket.com) and request that we downgrade your account before the effective date of the Fee increase. If you do not request that we downgrade your account in accordance with this clause, you are deemed to have accepted the increased Fees.

## 9 INTELLECTUAL PROPERTY

- 9.1 Subject to clause 9.2, title to, and all Intellectual Property Rights in, the Service, the Website, and all Underlying Systems is and remains our property (and our licensors' property). You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.
- 9.2 Title to, and all Intellectual Property Rights in, the Content (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Content for any purpose in connection with the exercise of our rights and performance of our obligations in accordance with these Terms.
- 9.3 To the extent not owned by us, you grant us a royalty-free, transferable, irrevocable and perpetual licence to use for our own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by us in the provision of the Service.

- 9.4 If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together **feedback**):
- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
  - b we may use or disclose the feedback for any purpose.
- 9.5 You acknowledge that the Service may link to third party websites or feeds that are connected or relevant to the Service. Any link from the Service does not imply that we endorse, approve or recommend, or have responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites or feeds.
- 9.6 We indemnify you against any claim or proceeding brought against you to the extent that claim or proceeding alleges that your use of the Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (**IP Claim**). The indemnity is subject to you:
- a promptly notifying us in writing of the IP Claim;
  - b making no admission of liability and not otherwise prejudicing or settling the IP Claim, without our prior written consent; and
  - c giving us complete authority and information required for us to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for our account.
- 9.7 The indemnity in clause 9.6 does not apply to the extent that an IP Claim arises from or in connection with:
- a your breach of these Terms;
  - b use of the Service in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorised in writing by us; or
  - c any third party data or any Content.
- 9.8 If at any time an IP Claim is made, or in our reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, we may (at our option):
- a obtain for you the right to continue using the items which are the subject of the IP Claim; or
  - b modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.

9.9 If the remedies in clause 9.8 are exhausted without remedying or settling the IP Claim, we may, by notice to you, immediately terminate these Terms and your right to access and use the Service.

## 10 CONFIDENTIALITY

10.1 Each party must, unless it has the prior written consent of the other party:

- a keep confidential at all times the Confidential Information of the other party;
- b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
- c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 10.1a and 10.1b.

10.2 The obligation of confidentiality in clause 10.1 does not apply to any disclosure or use of Confidential Information:

- a for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
- b required by law (including under the rules of any stock exchange);
- c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
- e by us if required as part of a *bona fide* sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 10.

## 11 WARRANTIES

11.1 Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.

11.2 You:

- a acknowledge that the AI Outputs may be factually incorrect, inaccurate, offensive, biased, harmful, inappropriate, infringing or otherwise unlawful, or similar to content generated for other users; and
- b acknowledge and agree that the AI Outputs are provided as is and as available without warranty of any kind.

11.3 We do not warrant or guarantee:

- a the ability of Customers to pay for items;
- b the identity of any Customer;
- c the authority of a Customer to enter into transactions; or
- d that a Customer will actually complete a transaction.

11.4 We do not provide any warranty or guarantee relating to the AI Outputs. You are solely responsible for evaluating AI Outputs for suitability for use, and for any use of AI Outputs.

11.5 To the maximum extent permitted by law:

- a our warranties are limited to those set out in these Terms, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty of merchantability or fitness for purpose or noninfringement of intellectual property rights) are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited as set out in clause 12.1; and
- b we make no representation concerning the quality of the Service and do not promise that the Service will:
  - i meet your requirements or be suitable for a particular purpose; or
  - ii be secure, free of viruses or other harmful code, uninterrupted or error free.

11.6 You agree and represent that you are acquiring the Service, and accepting these Terms, for the purpose of trade. The parties agree that:

- a to the maximum extent permissible by law, no consumer protection laws apply to the supply of the Service or these Terms; and
- b it is fair and reasonable that the parties are bound by this clause 11.6.

- 11.7 Where legislation or rule of law implies into these Terms a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited, at our option, to:
- a supplying the Service again; and/or
  - b paying the costs of having the Service supplied again.

## 12 INDEMNITY AND LIABILITY

- 12.1 Our maximum aggregate liability under or in connection with these Terms or relating to the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed the greater of \$100 and an amount equal to the Fees (if any) paid by you relating to the Service in the previous Year (which in the first Year is deemed to be the total Fees (if any) paid by you from the Start Date to the date of the first event giving rise to liability).
- 12.2 Neither party is liable to the other under or in connection with these Terms or the Service for any:
- a loss of profit, revenue, savings, business, use, data (including Content), and/or goodwill; or
  - b consequential, indirect, incidental or special damage or loss of any kind.
- 12.3 Clauses 12.1 and 12.2 do not apply to limit our liability:
- a under the indemnity in clause 9.6; or
  - b under or in connection with these Terms for:
    - i personal injury or death;
    - ii fraud or wilful misconduct; or
    - iii a breach of clause 10.
- 12.4 Clause 12.2 does not apply to limit your liability:
- a under the indemnity in clause 5.9;
  - b to pay the Fees; or
  - c for those matters stated in clause 12.3bi to 12.3biii.
- 12.5 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that

the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.

- 12.6 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms or the Service.

### **13 TERM, TERMINATION AND SUSPENSION**

- 13.1 You may terminate these Terms and your right to access and use the Service at any time by contacting us at [support@unimarket.com](mailto:support@unimarket.com) and requesting that we deactivate your account
- 13.2 We may, by notice to you, immediately terminate these Terms and your right to access and use the Service if you:
- a breach any material provision of these Terms and the breach is not:
    - i remedied within 10 days of the receipt of a notice from us requiring you to remedy the breach; or
    - ii capable of being remedied; or
  - b become insolvent, liquidated or bankrupt, have an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, become subject to any form of insolvency action or external administration, or cease to continue business for any reason.
- 13.3 You may terminate these Terms and your right to access and use the Service in accordance with clause 2.3.
- 13.4 We may terminate these Terms and your right to access and use the Service in accordance with clause 9.9.
- 13.5 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.
- 13.6 On termination of these Terms, you must pay all Fees for the provision of the Service prior to that termination.
- 13.7 No compensation is payable by us to you as a result of termination of these Terms for whatever reason, and you will not be entitled to a refund of any Fees that you have already paid.
- 13.8 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of these Terms, a party must

promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

- 13.9 Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Service and/or delete, edit or remove the relevant Content if we consider that you or any of your personnel have:
- a undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;
  - b used, or attempted to use, the Service:
    - i for improper purposes; or
    - ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
  - c transmitted, inputted or stored any Content that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
  - d otherwise materially breached these Terms.

## 14 DISPUTES

- 14.1 If a dispute arises out of or relates to these Terms or your use of the Service (**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 14, except where the party seeks urgent interlocutory relief.
- 14.2 A party claiming the Dispute has arisen must give written notice to the other party specifying the nature of the Dispute (**Dispute Notice**).
- 14.3 On receipt of a Dispute Notice, the parties will use all reasonable efforts to resolve the Dispute by discussion, consultation, negotiation or other informal means.
- 14.4 If the Dispute is not resolved within 20 business days of the Dispute Notice being given (or within such further period agreed in writing by the parties), either party may, by giving written notice to the other party, require the Dispute to be determined by the arbitration of a single arbitrator and the party requiring such determination will be responsible for all applicable arbitration costs. The arbitration will be conducted as soon as possible and in accordance with clause 14.5.

14.5 Any dispute arising from or relating to these terms will be settled in the location, with the third party arbitrator and arbitration method set out below:

| <b>If you are domiciled in:</b> | <b>the arbitration will be held in:</b> | <b>the arbitrator will be:</b>   | <b>and the arbitration will be in accordance with:</b>  |
|---------------------------------|---|--|---|
| New Zealand                     | Auckland, New Zealand                   | An arbitrator nominated by the Chair for the time being of the Resolution Institute  | The Arbitration Act 1996 (New Zealand) and the current Resolution Institute Arbitration Rules         |
| Australia                       | Melbourne, Australia                    | An arbitrator nominated by the Chair for the time being of the Resolution Institute  | The Commercial Arbitration Act 2011 (Victoria) and the current Resolution Institute Arbitration Rules |
| The United States               | [city, state]                           | A commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of Judicial Arbitration and Mediation Services, Inc. ( <b>JAMS</b> ) arbitrators in accordance with such rules | The Federal Arbitration Act and the Streamlined Arbitration Rules and Procedures of JAMS              |

14.6 Pending resolution of a Dispute, the parties must continue to perform their obligations under these Terms.

## 15 CONTRACTING ENTITY, GOVERNING LAW AND JURISDICTION

15.1 The company you are contracting with under these Term is stated below. These Terms will be construed in accordance with and governed by the law set out below, and the parties submit to the non-exclusive jurisdiction of the courts stated below in relation to disputes arising out of or in connection with these Terms.

| <b>If you are domiciled in:</b> | <b>you will be contracting with:</b>             | <b>the governing law is the law of:</b> | <b>the parties submit to the non-exclusive jurisdiction of:</b> |
|---------------------------------|--|---|---|
| New Zealand                     | Unimarket NZ Limited, company number 1728601     | New Zealand                             | The courts of New Zealand                                       |
| Australia                       | Unimarket Australia Pty Limited, ACN 631 054 905 | New South Wales, Australia              | The courts of New South Wales, Australia                        |
| United States                   | Unimarket NA Inc                                 | Delaware                                | The State and federal courts located in the State of Delaware   |

## 16 GENERAL

- 16.1 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure.
- 16.2 No person other than you and us has any right to a benefit under, or to enforce, these Terms.
- 16.3 For us to waive a right under these Terms, that waiver must be in writing and signed by us.
- 16.4 Subject to clause 7.4, we are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms.
- 16.5 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written

communications. You may give notice to us under or in connection with these Terms by emailing [accounts@unimarket.com](mailto:accounts@unimarket.com).

- 16.6 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 9, 10, 12, 13.5 to 13.8, 14 and 15, continue in force.
- 16.7 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 16.8 Subject to clauses 2.1 and 8.2e, any variation to these Terms must be in writing and signed by both parties.
- 16.9 These Terms set out everything agreed by the parties relating to the Service, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in these Terms, and no such representation, warranty or agreement has any effect from the Start Date. The parties agree that it is fair and reasonable that the parties are bound by this clause 16.9.
- 16.10 You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.