
MARKETPLACE TERMS AND CONDITIONS

Virtual Knock Pty Ltd ABN 32 603 274 139 (referred to as **Virtual Knock**) provides an advertising portal and introductory services between individual property owners who wish to advertise and sell their real estate properties (**Sellers**) and individuals looking to purchase real estate properties (**Buyers**) within Australia (collectively, the **Services**). The Services are available on the Virtual Knock website at virtualknock.com.au (**Site**).

These Marketplace Terms and Conditions (**Terms**) form a binding legal agreement between Virtual Knock, its directors, officers, employees, successors and assignees, and each person, organisation or entity using the Services (referred to as **User**). By using the Site and Services, each User agrees to comply with and be legally bound by these Terms. Please read the Terms carefully, and please contact Virtual Knock if there are any questions – contact details are set out at the end of these Terms.

1. Introductory Service Only

- (a) The Site and the Services provides an advertising portal and introductory services for Sellers and Buyers to provide opportunities for the private sale of properties between Sellers and Buyers.
- (b) Users will be required to create a profile as per information requested on the Site (**Profile**).
- (c) For a Seller, the Profile will list the real estate properties that the Seller wishes to sell (**Listed Properties**) and the Seller is required to provide relevant information and pictures in relation to the Listed Properties.
- (d) For a Buyer, the Profile will include:
 - i. information about the Buyer's preferences for properties (**Preferences**); and
 - ii. contact details as per information requested on the Site (**Contact Details**).
- (e) When Preferences are matched with Listed Properties, the Seller of the Listed Properties will be provided with Contact Details to contact and make arrangements with the relevant Buyers.
- (f) Each User understands and agrees that the Site is an online introductory platform only, and that Virtual Knock's responsibilities are limited to facilitating the availability of the Site and the Services.
- (g) Virtual Knock is not a party to any agreement entered into between the Sellers and Buyers. Virtual Knock is an advertising portal between Sellers and Buyers, and not a referrer or booking agent for the Sellers and Buyers of the Site. However, Virtual Knock may, refer Sellers and/or Buyers to the relevant professionals, or make referrals under the Money Back Guarantee Policy. Virtual Knock has no control over the conduct of and any Users of the Site and the Services. Virtual Knock disclaims all liability in this regard, as set out in these Terms.
- (h) Any arrangement or agreement that is made between a Buyer and Seller is solely between the Buyer and Seller. It is strictly and expressly not part of the User's agreement with Virtual Knock.
- (i) For the avoidance of doubt, Virtual Knock provides an advertising portal and introductory service only. Virtual Knock does not provide any signage or assistance in private sales and does not provide any independent valuation services.
- (j) Users may contact Virtual Knock, and receive some general information, however, Users acknowledge that the general information provided is not financial, planning, accounting, taxation or legal advice. Each User is encouraged to contact the relevant professionals for such services.

2. Contract

The User's use of the Site and the Services indicates that the User has had sufficient opportunity to access the Terms and contact Virtual Knock, that the User has read, accepted and will comply with the Terms, that the User has legal capacity to enter into a contract for sale, and that the User is eighteen (18) years or older or if younger than eighteen (18) years the User has the approval of its parent or guardian. If this is not correct, or if the User does not agree to these Terms, the User is not permitted to use any of the Services.

3. **Privacy Policy**

The Privacy Policy on the Site sets out how Virtual Knock collects, uses and protects the personal information of its Users.

4. **Amendment**

These Terms may be amended from time to time, without prior notice. The User's continued use of the Services following any such amendments will be deemed to be confirmation that he/she accepts those amendments. Virtual Knock recommends that each User check the current Terms, before continuing use of the Services. Virtual Knock's agents, employees and third parties do not have authority to change the Terms.

5. **Online Registration**

- (a) Each User may only have one (1) account on the Site including a Profile (**Account**). This Account can be used by the User as a Buyer and/or Seller.
- (b) Information is required when registering on the Site for an Account.
 - i. Sellers will be required to create a Profile which includes Listed Properties.
 - ii. Buyers will be required to provide information for their Preferences and Contact Details.
- (c) The Seller acknowledges that in some States and/or Territories in Australia, there may be mandatory requirements to obtain a contract for the sale of land before entering into a private sale. For Listed Properties in a State and/or Territory with such mandatory requirements, it is the Seller's responsibility to obtain the contract for the sale of land. Virtual Knock does not prepare contracts for the sale of land and accepts no responsibility in this regard.
- (d) Each User agrees to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Virtual Knock reserves the right to suspend or terminate any User's Account and his/her access to the Site and Services if any information provided to Virtual Knock, proves to be inaccurate, not current or incomplete.
- (e) To keep information secure and confidential, Users will be requested by Virtual Knock to change their passwords at regular intervals.
- (f) It is the User's responsibility to keep its Account details and password confidential. The User is liable for all activity on its Account, including purchases made using its account details. The User agrees that it will not disclose its password to any third party and that it will take sole responsibility for any activities or actions under its Account, whether or not it has authorised such activities or actions.
- (g) The User will immediately notify Virtual Knock of any unauthorised use of its Account.

6. **Payments**

- (a) Buyers are not required to make any payments for the Services.
- (b) Sellers are required to pay a listing fee for each of the Listed Properties (**Listing Fee**) as set out on the Site from time to time.
- (c) The Seller agrees to pay the Listing Fees in the currency specified on the Site, at the time that it becomes a Seller on the Site and seek the Services.
- (d) Goods and Services Tax (**GST**) will be charged where applicable.
- (e) The Seller may pay for the Services by PayPal and other payment methods as available on the Site. The payment will be processed upon receipt of the request for an Account. The Seller must not pay, or attempt to pay, for an order through any fraudulent or unlawful means. If a Seller's payment is not able to be successfully processed then the request for an Account may be cancelled.
- (f) In the absence of fraud or mistake, all payments made are final and the Seller shall not have the right to cancel its purchase for any reason and further each Seller agrees to satisfy all such payments made, with exception to action taken under the Money Back Guarantee Policy as set out in these Terms.
- (g) If the Seller makes a payment by credit card, the Seller warrants that the information provided to Virtual Knock is true, accurate and complete, that the Seller is authorised to use the credit card to make the payment, that the payment will be honoured by the card issuer, and that the Seller will maintain sufficient funds in the account to cover the full payment of the Listing Fees.

- (h) Virtual Knock's pricing structure or payment methods may be amended from time to time in its sole discretion.

7. Users and Profiles

- (a) Each User agrees to provide accurate, current and complete information during the registration process, and to update its information to keep it accurate, current and complete.
- (b) Sellers who have created an Account are permitted to create Profiles. The Seller's Profile for its use of the Site is created from the personal information it provides to Virtual Knock.
- (c) Each Seller acknowledges and agrees that it is responsible for its own Profile.
- (d) Where Listed Properties and Preferences match, Sellers will be provided with the relevant Contact Details of the Buyers, and Sellers will be able to contact and communicate with the Buyers.
- (e) If a Seller contacts a Buyer, any agreement entered into is between the Seller and Buyer. Virtual Knock is not a party to the agreement.
- (f) Each User acknowledges and agrees that they are not permitted to share the contact information of a Buyer with any other Seller or third party.
- (g) Each Seller represents and warrants that any content that it provides and Profile that it posts:
 - i. will not breach any agreements it has entered into with any third parties;
 - ii. will be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any Seller in its local area and country; and
 - iii. will not conflict with the rights of third parties.
- (h) Virtual Knock assumes no responsibility for a User's compliance with any applicable laws, rules and regulations.
- (i) Virtual Knock reserves the right, at any time and without prior notice, to remove or disable access to any Account and/or Profile for any reason, including Accounts and/or Profiles that Virtual Knock, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.
- (j) Virtual Knock acknowledges the Site and Services may be used by real estate agents (**Agents**). However, Virtual Knock expressly prohibits Agents from approaching any of our Buyers without the permission of the Buyers. Agents are required to uphold these Terms as well as the responsibilities associated with their relevant licenses and/or certificates. If Virtual Knock becomes aware of any breach of these Terms by the Agents, such Agents and their contact details will be referred by Virtual Knock to the relevant authorities.

8. Cancellation of Registration

- (a) If a User wishes to cancel its Account with Virtual Knock, it will need to do so by contacting Virtual Knock via email – the contact details are set out at the end of these Terms.
- (b) No refunds will be made upon cancellation of an Account except as specified in the Money Back Guarantee Policy as set out in these Terms.

9. Money Back Guarantee Policy

- (a) If a Seller is unable to sell a property that is available to Buyers as Listed Properties (**Unsold Property**), the Seller may make a money back request to Virtual Knock following the procedure available on the Site.
- (b) The Seller, in order to submit a money back request to Virtual Knock, will be required to complete a referral form, to refer the sale of the Unsold Property to MPSALES.COM Pty Ltd ABN 93 602 299 669 (**MPSALES.COM**) which holds a corporate real estate licence, who will then refer the Unsold Property to local real estate agents (**Referred Agents**). MPSALES.COM will enter into a referral agreement (**Referral Agreement**) with the Referred Agents.
- (c) The Seller acknowledges and agrees that MPSALES.COM reserves the right to not provide the Referred Agents with details of the Unsold Property until the Referral Agreement is executed by both MPSALES.COM and the Referred Agent.
- (d) Virtual Knock will provide a refund of the Listing Fee paid by the Seller for the Unsold Property:
 - i. when there is a completed sale of the Unsold Property; and
 - ii. when MPSALES.COM receives its referral commission from the Referred Agent as per the Referral Agreement.

10. Consumer Guarantees

- (a) Consumer legislation in Australia including the Australian Consumer Law (**ACL**) in the *Consumer and Competition Act 2010 (Cth)* provides consumers with guarantees that cannot be excluded, restricted or modified (**Rights**). Similar consumer protection laws and regulations in other countries may provide consumers with similar guarantees.
- (b) If the User is a consumer as defined in the ACL, the following notice applies to the User from Virtual Knock: *"We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates."*

11. Copyright and Intellectual Property

- (a) The Site contains material which is owned by or licensed to Virtual Knock (or its affiliates and/or third party licensors as applicable), and is protected by Australian and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, layout, appearance, layout and look of the Site (**Collective Content**). Virtual Knock and all material used in connection with the Site are unregistered or registered trademarks of Virtual Knock.
- (b) Intellectual Property includes all code, algorithms, copyright, fees, pricing, registered and unregistered, logos, slogans, designs, audio tracks, information, images, photographs, patents, know-how, trade secrets, ideas, methods, diagrams, drawings, databases, notes, documents, confidential information and any other proprietary or industrial rights relating to Virtual Knock (in each case whether registered or unregistered or whether capable of registration), together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world and whether created before or after the date of these Terms; goodwill in the business; trade, business company or organisation names; internet domain names; and Site content, images and layout.
- (c) The User agrees that, as between the User and Virtual Knock, Virtual Knock owns all Intellectual Property rights in the Site and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights. Virtual Knock owns the copyright which subsists in all creative and literary works displayed in the Site and Services. The Site and Services are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorised by Virtual Knock or the owner of the content.
- (d) Other trademarks, service marks, graphics and logos used in connection with the Site and Services are the trademarks of their respective owners (collectively **Third Party Marks**).
- (e) Virtual Knock's Intellectual Property and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of Virtual Knock or the applicable trademark holder.
- (f) Users of the Site do not obtain any interest or licence in the Intellectual Property or Third Party Marks without the prior written permission of Virtual Knock or the applicable trademark holder. Users may not do anything which interferes with or breaches the Intellectual Property rights.

12. User Licence

- (a) Subject to these Terms, Virtual Knock grants the User a personal, non-exclusive, non-transferable, limited and revocable licence to use the Site and Services for its own personal and/or non-commercial use only on a computer or mobile device owned or controlled by the User as permitted in accordance with these Terms (**User Licence**), and not to use the Site and Services in any other way or for any other purpose, apart from local fair dealing legislation. All other uses are prohibited without Virtual Knock's prior written consent.

- (b) The right to use the Site and Services is licensed to the User and not being sold to the User. A User has no rights in the Site and Services other than to use it in accordance with these Terms.
- (c) This Agreement and User Licence governs any updates to, or supplements or replacements for the Site and Services, unless separate Terms accompany such updates, supplements or replacements, in which case the separate Terms will apply.

13. **Permitted and Prohibited Conduct**

The User is solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to its use of the Site and Services. In connection with the User's use of the Site and Services, the User may not and agrees that it will not:

- (a) use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- (b) as a Seller, use the Services to find Buyers and then complete, or assist another individual to complete, a booking or transaction independent of the Services in order to circumvent the obligation to pay any fees related to Virtual Knock's provision of the Services;
- (c) submit any false or misleading information;
- (d) as a Seller, make any sale offers for Listed Properties, that it does not intend to honour or cannot provide;
- (e) as a Buyer, make any purchase offers to the Sellers that it does not intend to honour or cannot provide;
- (f) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- (g) copy, store or otherwise access any information contained on the Site and Services or Content for purposes not expressly permitted by these Terms;
- (h) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- (i) use the Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (j) use the Site or Services in connection with the distribution of unsolicited commercial email, i.e. spam or advertisements;
- (k) stalk or harass any other User of the Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a User on the Site;
- (l) use, display, mirror or frame the Site, or any individual element within the Site or Services, Virtual Knock's name, any Virtual Knock trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Virtual Knock's express written consent; or
- (m) advocate, encourage, or assist any third party in doing any of the foregoing.

14. **Content**

The Site, Services, and Collective Content are protected by copyright, trademark, and other laws of Australia and foreign countries. The User acknowledges and agrees that the Site, Services and Collective Content, including all associated intellectual property rights is the exclusive property of Virtual Knock and its licensors. The User will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content.

The User must not post, upload, publish, submit or transmit any content that:

- (a) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
- (b) is fraudulent, false, misleading or deceptive;
- (c) denigrates the Site, Services, a Buyer, or a Seller;
- (d) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- (e) is defamatory, obscene, pornographic, vulgar, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

- (f) is violent or threatening or promotes violence or actions that are threatening to any other person; or
- (g) promotes illegal or harmful activities or substances.

15. **User Content**

Users are permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**). By making available any User Content on or through the Site and Services, the User grants to Virtual Knock a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, or by means of the Site and Services.

The User agrees that it is solely responsible for all User Content that it makes available through the Site and Services. The User represents and warrants that:

- (a) it is either the sole and exclusive owner of all User Content that it makes available through the Site and Services, or that it has all rights, licences, consents and releases that are necessary to grant to Virtual Knock the rights in such User Content, as contemplated under these Terms; and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmittal of the User Content or Virtual Knock's use of the User Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

16. **Disclaimers**

- (a) Virtual Knock does not guarantee that:
 - i. Sellers will be able to find prospective Buyers for their Listed Properties; and
 - ii. Buyers will be able to find suitable Listed Properties.
- (b) Virtual Knock does not endorse any Buyers or their Contact Details and Preferences, Sellers or their Profile and Listed Properties. Virtual Knock requires its Users to confirm that they have provided accurate information but does not perform any background checks of its Users, and do not confirm, any Buyers or their Contact Details and Preferences, or any Sellers or their Profiles and Listed Properties.
- (c) Virtual Knock does not provide any independent valuation services, and Sellers are responsible for the pricing of their Listed Properties. Virtual Knock will not accept any liability for any losses incurred by Sellers as a result of pricing their Listed Properties below market value. Virtual Knock encourages each Seller to obtain an independent market valuation of each of the Listed Properties from a reputable real estate property valuer.
- (d) Virtual Knock does not provide any financial, planning, accounting, taxation or legal advice. Each User is encouraged to contact a financial adviser and/or planner, accountant, tax adviser, and/or lawyer, for such professional services. From time to time, the Site and Services may contain information relating to finance, accounting, taxation, and laws and regulations, but such information is intended for general information purposes only and does not take into account the User's personal circumstances. Such information is not intended to be advice and is not intended to be relied upon as a substitute for professional advice based on the User's personal circumstances.
- (e) Virtual Knock cannot and does not control the content contained in any Profiles or Listed Properties or the condition, legality or suitability of any Seller or Buyer. Sellers are responsible for determining the identity and suitability of Buyers that they contact via the Services.
- (f) Virtual Knock accepts no responsibility for and makes no representations or warranties to the User or to any other person or entity as to the reliability, accuracy or completeness of the information contained on the Site. Virtual Knock disclaims any and all liability related to any and all Buyers and their Contact Details and Preferences, and Sellers and their Profiles and Listed Properties.

- (g) By using the Site or Services, the User agrees that any legal remedy or liability that it seeks to obtain for actions or omissions of other Users, including Sellers and Buyers, or other third parties will be limited to a claim against the other Users or other third party who caused it harm. Virtual Knock encourages the User to communicate directly with the relevant Seller or Buyer on the Site and Services regarding any communications or arrangements made between them and to resolve any dispute between them.
- (h) To the fullest extent allowable under applicable law, Virtual Knock disclaims all warranties, representations and conditions, whether express or implied, including any warranties, representations and conditions that the Site or Services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.
- (i) For the avoidance of doubt, Virtual Knock is not responsible for any taxation, foreign investment review requirements, visa or immigration matters associated under these Terms. Virtual Knock advises that all Users using the Site and Services should seek advice in relation to these matters.
- (j) Each User who uses the Site and the Services does so at its own risk. Each User is responsible for determining the suitability of any of the Services, and the User's reliance on any information that is provided through our Site and/or Services are at its own risk.
- (k) Virtual Knock excludes all express and implied conditions and warranties, except for the User's Rights, to the fullest extent permitted by law, including but not limited to:
 - i. Virtual Knock expressly disclaims any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Terms;
 - ii. Virtual Knock does not warrant that the Site, the Services, content on the Site (including pictures, videos, sound clips, resumes, links etc.), or the User's access to the Site or the Services will be error free, that any defects will be corrected or that the Site or the server which stores and transmits material to the User is free of viruses or any other harmful components;
 - iii. Virtual Knock takes no responsibility for, and will not be liable for, the Site, the Services, the Buyers or the Sellers being unavailable, failing to meet the Profile description, failing to meet the User's needs, or of being less than merchantable quality; and
 - iv. Virtual Knock will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special, consequential and/or incidental, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress, loss of revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on the User's information systems or costs of replacement goods, or otherwise, suffered by the User or claims made against the User, arising out of or in connection with the Site, Services, Content, inability to access or use the Site, the Services, or the Terms, even if Virtual Knock was expressly advised of the likelihood of such loss or damage.
- (l) The User agrees not to attempt to impose liability on, or seek any legal remedy from Virtual Knock with respect to such actions or omissions.

17. **Limitation of Liability**

- (a) Virtual Knock's total liability arising out of or in connection with the Site, the Services or the Terms, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by the User to Virtual Knock in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable.

- (b) The limitations of damages set forth above are fundamental elements of the basis of the bargain between Virtual Knock and the User. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to the User.
- (c) This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Virtual Knock.

18. **Indemnity**

- (a) Each User agrees to defend and indemnify and hold Virtual Knock (and Virtual Knock's parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to the User's use of or access to the Services; any breach by the User of these Terms; any wilful, unlawful or negligent act or omission by the User; and any violation by the User of any applicable laws or the rights of any third party.
- (b) Virtual Knock reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and the User's use of the Site or Services. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by the User, but may be assigned by Virtual Knock without restriction.

19. **General**

- (a) **Accuracy:** While Virtual Knock will endeavour to keep the information up to date and correct, Virtual Knock makes no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site for any particular purpose. The User hereby acknowledges that such information and materials may contain mistakes, inaccuracies or errors and Virtual Knock expressly excludes any liability for such to the fullest extent permissible by law.
- (b) **Termination:** Virtual Knock reserves the right to refuse supply of the Services required by any User, terminate any Account, terminate its contract with any User, and remove or edit content on the Site at its sole discretion, without incurring any liability to the User.
- (c) **Force Majeure:** Virtual Knock will not be liable for any delay or failure to perform its obligations under the Terms if such delay is due to any circumstance beyond its reasonable control.
- (d) **Notice:** Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.
- (e) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by Virtual Knock of any of the Terms shall be effective unless Virtual Knock expressly states that it is a waiver and Virtual Knock communicates it to the User in writing.
- (f) **Assignment:** A User must not assign any rights and obligations under the Terms whether in whole or in part without Virtual Knock's prior written consent.
- (g) **Severability:** If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

- (h) **Jurisdiction and Applicable Law:** These Terms, use of this Site, the Services and any dispute arising out of any User's use of the Site or Services is subject to the laws of New South Wales, Australia, and subject to the exclusive jurisdiction of the New South Wales courts. The Site may be accessed throughout Australia and overseas. Virtual Knock makes no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside Australia. If a User accesses the Site from outside Australia, it does so as its own risk and are responsible for complying with the laws in the place where it accesses the Site.
- (i) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between Virtual Knock and each User, and supersede any prior agreement, understanding or arrangement between Virtual Knock and each User, whether oral or in writing.

For any questions or notice, please contact us at:

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