

Fewzion Service and Subscription Agreement

Client Details

Name: <i>(including trust and corp trustee if applicable)</i>	ABN:
Trading Name:	ACN:
Address:	Email:
	Telephone:
	Fax:
Contact Person:	

Modules and Pricing

Software location:	Hosted by Fewzion: <input checked="" type="checkbox"/>	Hosted by Client: <input type="checkbox"/> (Tick appropriate)
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Services	
Fewzion Software Licensing	\$200 per user per month (excl GST)
24hr Fewzion Software Bug Repairs & Patches (as determined by Fewzion)	
Telephone Help Desk Support – Monday to Friday between 8:00am – 6:00pm	
Fewzion software improvements & upgrades as determined by Fewzion	
Supply of up to date Fewzion Software User Manuals and Videos	
Additional Services	Price
Four week Installation (Fewzion / accelerated training and coaching program)	Price estimate upon request
Client requested system enhancements – additions to system	Price estimate upon request
Optional: Client requested system enhancements - Extended Technical Support (20 hours per month)	\$2000 per month (excl GST)

Fewzion will annually review pricing. Fewzion will provide notice of updated Price and/or fees by email and/or letter using the address details provided by you in the Details Page.

Third Party Software	[to be inserted, if any required]
Third Party Provider	[to be inserted, if any required]
Invoice Timing	Monthly in advance
Payment Terms	30 days from date of invoice
Term	24 months
Special Conditions	[insert if necessary. Would include things like site access, accomm, messing, travel, etc]

NOTICE:

By requesting or accepting the Subscription and performance of the Services, or by signing this form or the attached Service and Subscription Terms, the Client agrees to enter into a legally binding contract with Fewzion Pty Limited ACN: 163 114 592 (“**Fewzion**”) which includes the content of this form and the Service and Subscription Terms, the current version of which are attached to this form and can be found at www.fewzion.com.au/software_agreement, as updated from time to time (“**the Agreement**”).

WARRANTY:

The Client and each of the persons signing this form warrant and represent that all of the information set out in this form is true and correct and that the persons signing this form are duly authorised to sign this form on behalf of the Client.



Dated this: Day of: 20..... (“Commencing Date”)

EXECUTED for and on behalf of Fewzion Pty Ltd ACN: 163 114 592 ABN 63 163 114 592 [Name and title] [Signature] [Date]	EXECUTED for and on behalf of [name of client/company] [Name and title] [Signature] [Date]
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If you do not accept or understand any part of this Agreement, then do not sign this form, do not place an order for, request or otherwise commence use of the Fewzion Software or other Intellectual Property Rights owned or managed by Fewzion. Doing any one or more of the aforementioned will deem your acceptance of this Agreement in its entirety.

Service and Subscription Terms

Agreement

1. These Service and Subscription Terms and the Details Page (together, the "Agreement") form a legal agreement between you and Fewzion.
2. This Agreement may be accepted by doing either one or more of the following:
 - (a) Signing these Service and Subscription Terms; or
 - (b) Signing the Details Page;
 - (c) Issuing a purchase order or similar request for services after receiving a copy of the Details Page or these Service and Subscription Terms; or
 - (d) Commencing use of the Fewzion Software or other Intellectual Property Rights owned or managed by Fewzion after receiving a copy of the Details Page or these Service and Subscription Terms (this includes, without limitation, clicking "I agree" or similar, when viewing a copy of these Service and Subscription Terms at the time of first access to the Fewzion Software).

Definitions and Interpretation

3. In this Agreement, except where the context requires otherwise:
 - (a) **Additional services** means services provided by Fewzion, its contractors, personnel or other representatives from time to time upon your request, including:
 - (i) Any services nominated as "additional services" in the Details Page; and
 - (ii) Delivery of other services not otherwise covered by the Services.
 - (b) **Business Day** means any calendar day excluding Saturdays, Sundays and gazetted public holidays as defined by the governing law of this Agreement;
 - (c) **Business Hours** means the hours between **8am and 6pm** (AEST) on a Business Day;
 - (d) **Confidential Information** means in relation to Fewzion, all information relating to its business, products, customers or suppliers whether furnished in writing, orally or in any physical, or electronic configuration, which might be considered confidential by Fewzion or which Fewzion has expressly declared to be confidential and which is not in the public domain including without limiting the generality thereof, all technical data, any software specifications and diagrams, information regarding the computer code comprising composition, organisation, and method of delivery of Confidential Information, information concerning or connected with Intellectual Property Rights of that party, designs, trade secrets and know-how, techniques and processes, the Fewzion Software, the Source Code and any Software Documentation, unpublished financial reports, sales and marketing information, unpublished information regarding the subject matter of future projects, design applications, any supplier lists and information relating to that party's supplier, customer lists and information relating to the business of that party's customers;
 - (e) **Defect** means an application, function or service within the Fewzion Software which:
 - (i) is not operating in accordance with Fewzion's stated standards; and
 - (ii) affects the reasonable functionality of the Fewzion Software having regard to the purpose for which it was designed to be used.

- (f) **Fewzion Software** means the executable suite of modules of Subscription Software set out in the Details Page, excluding the Source Code;
- (g) **GST** means the tax payable on a taxable supply under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation;
- (h) **Insolvency Event** means, in respect of a party: an order is made or an effective resolution is passed for the winding up of that party, except where such winding up is for the purpose of a solvent reconstruction or amalgamation; or a receiver or administrator or manager of the party's property or assets or any part thereof is appointed or an official manager of the party is appointed; or the party ceases to carry on its business or stops or suspends payment of its debts;
- (i) **Intellectual Property Rights** means all intellectual property or proprietary rights at any time protected by statute or common law, including patents, inventions, innovations, utility models, designs, copyrights (including future copyright), confidential information, trade secrets, know-how, goodwill, trademarks and any other right in respect of intellectual property;
- (j) **IT Infrastructure** means your network, servers and all peripheral devices (including software installed or used by those devices) connected to the network owned or used by you.
- (k) **Price** means the Price set out in the Details Page, any fees due for Additional services performed outside of the Services and any out of pocket expenses incurred by Fewzion on your behalf as nominated in the Details Page or as otherwise agreed with you from time to time;
- (l) **Remote Communication** means communication by use of teleconferencing or videoconferencing, including internet telephone or video conferencing tools;
- (m) **Services** means the services set out in the Details Page, and where applicable, includes any Additional Services, if any;
- (n) **Source Code** means computer programs in un-compiled human-readable English language format, which comprise the Fewzion Software;
- (o) **Software Documentation** means all information relating to the operation of the Fewzion Software, including without limitation user manuals, and material provided at the time of implementation, training or during any instance of support.
- (p) **Third Party Software** means the requisite third party software identified in the Details Page.
- (q) **Third Party Provider**, means a third party identified in the Details Page that provides a portion of the services described in this agreement or alternatively provides services associated with this agreement.
- (r) **User** means any person authorised by this Agreement to operate the Fewzion Software;
- (s) **you, your** means the Client named in the Details Page;
- (t) the singular includes the plural and vice versa;
- (u) words importing any gender include the other genders;
- (v) covenants on the part of two or more persons bind them jointly and each of them severally and representations warranties or acknowledgments made or given by two or more persons will be deemed to be made or given by such persons jointly and each of them severally;
- (w) each covenant representation warranty and obligation in this Agreement whether positive or negative will be construed as if it were a separate independent covenant

warranty or obligation made by the party thereby bound for valuable consideration received;

- (x) reference to '\$' or 'dollars' is in Australian currency;
- (y) reference to any statute ordinance or other law or code of practice includes all regulations and other instruments thereunder and all consolidations amendments re-enactments or replacements thereof for the time being in force;
- (z) all headings and bold-typing have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of this Agreement;
- (aa) reference to any party to this Agreement includes the executors administrators and successors and permitted assigns of that party;
- (bb) reference to a person includes a body corporate, an unincorporated body or other entity and conversely; and
- (cc) where any act is required to be done by this Agreement on a given day and that day is not a Business Day then the act is required to be done on the next following Business Day.
- (dd) no provision of this Agreement will be interpreted to the disadvantage of a party on the basis that that party drafted the Agreement or provision.

Client obligations

4. Unless (and to the extent) forming part of any agreed Additional Services, you are responsible for and must keep IT Infrastructure used in connection with or required to operate the Fewzion Software up to date, maintained in good order and repair and safe from damage. You acknowledge that if "Hosted by Client" is ticked in the Details Page, this obligation may be more onerous than if Fewzion is hosting the Fewzion Software. Otherwise, Fewzion will host the Fewzion Software on its systems and will grant you access to the Fewzion Software, subject to your strict compliance with this Agreement.
5. You must provide access into your corporate network environment so that services and functions (such as printing and other network functions) required for the proper operation of the Fewzion Software, are available to the hardware used by you to access the Fewzion Software.
6. You must provide a facility for unrestricted ISDN, dialup or VPN access by Fewzion (as determined necessary by Fewzion) to the hardware used by you to access the Fewzion Software and otherwise provide reasonable access to your hardware and network for the purposes of Fewzion performing the Services.
7. You agree to enter into licences for, maintain and keep current any Third Party Software for the duration of the Term. You acknowledge that Fewzion cannot properly perform the Services, and the Fewzion Software will not properly function, if you do not comply with this clause.
8. You will provide the relevant access, licenses and services for integrating Fewzion with Third Party Software.
9. You must accept all regular updates made to the Fewzion Software by Fewzion.
10. You must allow Fewzion to update, make improvements to, and to apply bug fixes to the Fewzion Software at its discretion, without any further notice or consent being given by you.
11. You agree Fewzion is hereby granted access to the Fewzion Software and any data inputted into the Fewzion Software to:
 - (a) implement all updates, improvements and bug fixes; and
 - (b) analyse the Fewzion Software and its use by you.
12. You are responsible for user administration, including the assignment of user IDs and passwords in relation to the use of the Fewzion Software. You must also ensure the accuracy of all Data being entered into the Fewzion Software.
13. You must use all reasonable efforts to ensure any third party provider/s are granted all required access and assistance to be able to perform their portion of the Services to a professional standard.

Use and ownership of the Fewzion

Software and Intellectual Property Rights

14. Fewzion owns the Intellectual Property Rights in, or holds an exclusive licence to deal in the Fewzion Software, including any developments or customisation of the Fewzion Software made at your specific request. Where it holds an exclusive licence, it also holds on trust for the owner of the Intellectual Property Rights in the Fewzion Software, any rights to enforce this Agreement for the protection of those Intellectual Property Rights.
15. In consideration for your compliance with this Agreement, Fewzion grants to you access to and use of the Fewzion Software for the term of this Agreement only. Where you are granted access on a trial basis, then each of your obligations under this Agreement are valid and enforceable, however your access may be suspended or cease without notice. Your Use of the Fewzion Software is expressly restricted in circumstances of a trial, to use dummy data for evaluation purposes only, and for all other circumstances, to use for your internal business purposes and is not for resale or licensing to third parties.
16. You agree:
 - (a) not to decompile, copy, disassemble, reverse engineer or otherwise attempt to derive or use the Source Code from the Fewzion Software or any part of it;
 - (b) not to copy or engage any third party for the purposes of copying the functional operation of the Fewzion Software, including without limitation the "look and feel" of the user interface, the logical sequence of operations and commands of the Fewzion Software and its on screen graphic style, colours, and content;
 - (c) not to sell, rent, lease, licence, display, time share or otherwise transfer any part of the Fewzion Software to, or permit the use of any part of the Fewzion Software by, any third party;
 - (d) to preserve the confidential nature of the Confidential Information (including Intellectual Property Rights contained within the Fewzion Software), and to use reasonable care to prevent the unauthorised use, copying, publication or dissemination of any part of the Fewzion Software and Fewzion's Confidential Information;
 - (e) not to alter, enhance, adapt, develop or modify any part of the Fewzion Software or attempt to do any of those things or procure a third party to do or attempt to do any of those things;
 - (f) not to knowingly disclose or grant access to the Fewzion Software or any part of it to any third party who may, or has the capacity to contravene sub clauses (a) or (b) above; and
 - (g) not to permit or allow any third party to do anything which, if committed by you, would be a breach of any one or more of the sub clauses (a) to (f) above.
17. You must not grant access to or use of the Fewzion Software to any third party (including contractors, consultants or advisers) without first having that third party enter into an appropriate deed containing provisions similar to those set out in the clauses contained under the heading of "Use and ownership of the Fewzion Software and Intellectual Property Rights" in this Agreement, except any access granted will be restricted to your internal business purposes, not those of the third party.
18. This Agreement does not transfer to you any right, title or interest in the Fewzion Software, any customisation or development of the Fewzion Software undertaken at your request, the Source Code, Software Documentation or any user manuals or collateral or supporting documentation. Title to the Fewzion Software and any Intellectual Property Rights existing in the Fewzion Software (including any modifications, enhancements or developments made to the Fewzion Software whether or not made by you or at your request), remains at all times vested in the original owner of the Fewzion Software.
19. Fewzion reserves the right to develop software separate to the Fewzion Software the subject of this Agreement. Any new

software may use other technologies in addition to current technologies. You agree that additional fees for new functionality or modules not available in the current technology based system may be applicable should you wish to upgrade. In addition to this should you wish to use services and features not included in this agreement Fewzion may agree in writing to provide these services or features on commercial terms.

Services

20. In consideration for you complying with each of your obligations under this Agreement, Fewzion will provide with due care and skill, the following:
 - (a) Fewzion Software;
 - (b) Help Desk telephone support up to the volume set out in the Details Page during Business Hours;
 - (c) Fewzion Software Bug fixes and patches at times and in a manner determined by Fewzion; and
 - (d) Fewzion Software improvements and updates at times and in a manner determined by Fewzion.
21. Fewzion will use reasonable endeavours to maintain the Fewzion Software operational at 99% of the scheduled up time. You acknowledge that failure to reach this goal is not in itself a breach of this Agreement.
22. Where Fewzion has agreed to provide support, it will use its reasonable endeavours to provide an initial response to any request for support within the timeframes relevant to the category of request made, in accordance with the service levels set out at **Annexure A**.
23. Where a third party provider is providing support you must refer to and comply with the terms of your support agreement with the third party.
24. The parties acknowledge the potentially complex nature of any issue, and agree that a failure to meet targeted times shall not constitute a breach of Fewzion's obligations under this Agreement.
25. Fewzion may provide access to and maintain a set of current software manuals for your use. You must use the Fewzion Software in accordance with those manuals. Fewzion may determine in its discretion whether these manuals can be accessed in hard copy or electronically, online.
26. Fewzion may release upgrades to the Fewzion Software at times determined in Fewzion's absolute discretion. You must not in any way interfere with the implementation of any such upgrades.
27. Fewzion will use reasonable endeavours to ensure the Fewzion Software is in compliance with all relevant Australian laws.
28. Where relevant laws, by-laws, regulations, industry or Australian standards or other guidelines change and in Fewzion's reasonable opinion the Fewzion Software requires significant modifications as a result, then Fewzion will provide you with notice setting out the changes to be made to the Fewzion Software, the reasons for the changes, and any variations in Price or additional Price to be charged as a result (**change notice**). If You reject any part of a change notice, the parties must negotiate in good faith to resolve any resulting dispute. Where such dispute cannot be resolved to the satisfaction of both parties within 28 days from the date of any change notice, either party may by notice writing, terminate this Agreement, effective on and from the date of such notice.
29. Unless otherwise set out in the Details Page, the Services do not include:
 - (a) Development of new functionality in the Fewzion Software;
 - (b) Data migration, manipulation, importing / exporting or verifying;
 - (c) user training (other than training agreed by Fewzion to be provided upon implementation of the Fewzion Software).
 - (d) contact (including for support, etc) with anyone within your organisation other than the person nominated as your site champion;
 - (e) support of any kind outside of Business Hours;
 - (f) customisation or modification of any part of the Fewzion Software;

- (g) Your server or network administration;
 - (h) Any IT, communication or related services or fault diagnosis for your network, hardware, or software other than that caused by the Fewzion Software;
 - (i) Database recovery (unless the cause of the loss was as a direct result of a fault in the Fewzion Software;
 - (j) Upgrades or rebuilds of Fewzion servers (other than to address an underlying Defect); and
 - (k) Software upgrade testing using your user acceptance testing system.
30. Fewzion will not be liable to provide Services which relate to or are in connection with:
 - (a) alterations, damage, or modifications to the Fewzion Software not undertaken by Fewzion;
 - (b) your negligence, misuse, misapplication or use of the Fewzion Software;
 - (c) power surges, network connectivity, configuration, capacity or performance testing or problems;
 - (d) hardware failure, damage or repairs;
 - (e) third party software or hardware; or
 - (f) issues caused by circumstances beyond the reasonable control of Fewzion.

Additional services

31. If you require the performance of Additional Services, you may make a request to Fewzion in writing, or Fewzion will inform you of the fact that certain services are required and/or need to be acquired as an Additional Service. Fewzion may require you to provide your request for or confirmation of Additional Services in writing.
32. All Additional Services will be charged on a time and materials basis, at Fewzion's hourly rates specified in the Details Page, except where Additional Services are required to be performed outside of Business Hours, in which case, Fewzion reserves the right to increase rates and charge minimum blocks of time. Those increased fees and minimum blocks will be notified to you before you engage Fewzion to perform Services outside of Business Hours.
33. Calculation of time for performance of Additional services includes travel time to and from Fewzion's site to any of your sites.
34. Where you so request, or where Fewzion considers Additional Services are required, Fewzion will provide a written estimate of the likely cost to you of the performance of the Additional Services.
35. Fewzion will provide reasonable justification, when requested, for all incurred cost during invoicing. In the event of a query by you, Fewzion will provide work log evidence of activities relating to the charges queried.

Your Data

36. For the purposes of this clause "data" includes any data, information, video, images or other content that you upload or transmit to or using Fewzion Software.
37. Fewzion will use reasonable endeavours to keep safe and secure all data inputted into the Fewzion Software by you. However, Fewzion cannot guarantee that the Fewzion Software or Fewzion's IT Infrastructure is impervious to attack, error or outage. You acknowledge that Fewzion cannot control and is not liable for damage resulting from third party networks used by you to access Fewzion Software.
38. You will retain all right, title and interest in and to your data. Subject to the terms of this Agreement, you hereby grant to Fewzion a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of your data to the extent necessary to provide or to improve or enhance the Fewzion Software or to provide the Services.
39. You are at all times responsible for your data. You must ensure your data, your use and your treatment of your data complies with all applicable laws, including those pertaining to privacy and

discrimination. You must ensure your Data does not cause offence, discrimination or vilification.

40. Fewzion reserves its right to suspend access to or use of the Fewzion Software or to remove certain Data from the Fewzion Software if it considers acting reasonably, that you have breached any part of the preceding clause. You indemnify Fewzion in respect of any liability, loss or damage incurred or suffered by or claim made against Fewzion arising out of or in connection with your data

Price and payment

41. Price and payment terms are set out in the Details Page. You must pay the total Price within the timeframes or by the times specified in the Details Page.
42. You may agree with Fewzion from time to time (including by exchange of emails) to purchase the right to access additional features, modules or users of the Fewzion Software at additional prices. This Agreement governs your use of these additional modules as if they were included as Fewzion Software in the Details Page.
43. After expiry of the Term, Fewzion may review the Price as it sees fit, but not more than twice in any 12 month period. Fewzion will provide notice of updated Price and/or fees by email and/or letter using the address details provided by you in the Details Page.
44. The Price is exclusive of all taxes, duties and other imposts. If any GST is imposed on the Price or other supplies made under this Agreement, then you will be liable for payment of the GST in addition to the Price or supply, at the same time and in the same manner as the Price or supply.
45. Without limiting any other rights available to Fewzion at law or under this Agreement, if you fail to make payment of any part of the Price on any given due date for payment, then Fewzion may (in its absolute discretion):
 - (a) cease providing access to the Fewzion Software;
 - (b) cease providing the Services;
 - (c) terminate this Agreement; and/or
 - (d) charge and recover as a liquidated debt, interest on all late payments at the rate of 10% per annum, calculated daily and compounding at monthly rests.

Limitation of Liability

46. You warrant to Fewzion that you have inspected the Fewzion Software and have researched its performance, capability, application and specifications in light of your intended use. You have relied on your own inspections and research only in entering in to this Agreement with Fewzion and (other than as expressly set out in this Agreement) do not rely on any representations or warranties provided by or on behalf of Fewzion with respect to performance, capacity, application or fitness for purpose.
47. Except as expressly provided in this Agreement and to the extent permitted by law, liability for all representations and warranties, whether implied, express or otherwise, are excluded.
48. Without limiting the preceding clause, Fewzion is not liable for (and you expressly release Fewzion from liability in respect of) any loss, damage or expense incurred or suffered or claim made arising out of in connection with:
 - (a) Your use of Third Party Software;
 - (b) The fact that the Fewzion Software is not error free or does not operate at 100% up time;
 - (c) The failure of Fewzion Software to operate error free in combination with other hardware or software; or
 - (d) The loss or corruption of any of your data.
49. Where any statute or law implies warranties or conditions into this Agreement, which cannot be fully modified or excluded under this Agreement ('Non-excludable Condition') then this Agreement will be read subject to such Non-excludable Condition. Where such statute or law permits, Fewzion limits its liability to you for breach of such Non-excludable Condition to re-performing the Services or paying for the re-performance.

50. To the maximum extent permitted by law and notwithstanding any other clause of this Agreement, Fewzion will not be liable to you for indirect or consequential loss or damage of any kind, loss of profits, loss of opportunity, revenue and economic loss, loss of data, failure to realise expected profits or savings, overhead costs, loss of reputation or goodwill arising out of or in any way connected with this Agreement (including under statute or in tort).
51. Notwithstanding any other clause of this Agreement, the total extent of Fewzion's aggregate liability to you, whether arising under or in connection with this Agreement or the performance or non-performance thereof or anything incidental thereto, is limited to an amount equivalent to the average annual Price paid by you to Fewzion for the Term.

Term and Termination

52. The initial term of this Agreement is the Term, commencing on the Commencing Date. Unless one party notifies to the other in writing at least 30 days prior to expiry of the Term that it does not wish to continue this Agreement past the expiry of the Term or a new Agreement is entered into, then on and from expiry of the Term, this Agreement will continue to remain in force and effect in a holding over period, with either party then having a right to terminate without cause by giving the other party 30 days' notice in writing.
53. Notwithstanding the preceding, either party may terminate this Agreement upon notice in writing if:
 - (a) the other is in breach of any material obligation contained in this Agreement, which is not remedied within 30 days of written notice from the other Party so to do; or
 - (b) the other party suffers an Insolvency Event.
54. Termination or expiry of this Agreement will not affect any accrued rights or liabilities of either party.
55. Upon termination or expiration of this Agreement you must:
 - (a) return to Fewzion all Confidential Information; and
 - (b) without limiting any other obligations you may have under this Agreement or at law, pay to Fewzion upon demand the total Price and other amounts owing to Fewzion under this Agreement.
56. Fewzion may amend the terms forming part of this Agreement providing it first provides you with 28 days' notice of the intended amendments, and (only where amendments will prove to be materially disadvantageous to you) provides you with the opportunity to terminate the Agreement ahead of the amendments coming into effect.

Force Majeure

57. A Force Majeure event means anything outside reasonable control of a party, including but not limited to:
 - (a) Power, data or communication outages, virus, sabotage;
 - (b) acts of God;
 - (c) industrial action (including a picket); and
 - (d) any legislation or regulation and any action or inaction of any government or government agency.
58. If any party is wholly or partially unable to perform its obligations because of a Force Majeure event except for its obligation to pay money then:
 - (a) as soon as reasonably practicable after the Force Majeure event arises, the party must notify the other party of the extent to which the notifying party is unable to perform its obligations; and
 - (b) that party's obligation to perform will be suspended for the duration of the delay arising directly out of the Force Majeure event.

Disputes

59. Except for instances requiring urgent interlocutory relief, in any dispute arising out of or in connection with this Agreement, you agree to first negotiate in good faith with a senior officer of Fewzion to resolve it.



60. If the dispute is not resolved by those negotiations within thirty (30) days, such dispute shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the Australia Centre for International Commercial Arbitration. The number of arbitrators shall be one. The place of arbitration shall be Sydney, Australia. The language to be used in the arbitral proceedings shall be English.

General

61. The courts of New South Wales, Australia have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a "Dispute").
62. The Parties agree that the courts of New South Wales, Australia are the most appropriate and the most convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
63. The preceding 2 clauses are for the benefit of Fewzion only. As a result Fewzion shall not be prevented from taking proceedings related to a Dispute in any other courts in any jurisdiction. To the extent allowed by law Fewzion may take concurrent proceedings in any number of jurisdictions.
64. This Agreement overrides the provisions of any other documentation that you may issue in relation to the Services.
65. Fewzion may assign any rights or benefits under this Agreement without your prior written consent.
66. You must not assign any rights or obligations under this Agreement without the prior written consent of Fewzion.
67. No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party, nor will any waiver of those rights operate as a waiver of any subsequent breach.
68. Should any part of this Agreement be or become invalid, that part will be severed from this Agreement. Such invalidity will not affect the validity of the remaining provisions of the Agreement.