

GENERAL TERMS AND CONDITIONS



Broadland Solutions Pty Ltd trading as Vokal; Suite 1.03 Level 1, 6-10 Talavera Rd. Macquarie Park NSW 2113 Ph. 1300 698 652, Fax: (02) 8078 4720 ACN: 124 634 537

Definitions

1. In this Agreement, the following terms have the following meanings:

"Vokal" means Broadland Solutions Pty Ltd trading as Vokal ACN 124 634 537, its successors and assigns;

"Active Service" means any Service that has been installed, provisioned and/or is ready for the Customer to use.

"Agreement" means the agreement between Vokal and the Customer for the provision of Services, which comprises these General Terms, the Application Form, any applicable Service Schedule(s) and any Service Level Agreement(s) agreed between the parties;

"Application Form" means any application in a form approved by Vokal, made by the Customer for provision of Services by Vokal;

"Business Hours" means 08:30 to 17:00 Monday to Friday, excluding days which are bank holidays in Sydney and Melbourne;

"Charges" means any and all charges for the Services as notified to the Customer, and as may be amended by Vokal in accordance with this Agreement;

"Contracted Period" means, unless otherwise specified, the number of months as indicated by the numerical value(s) under the "Term" column(s) and/or row(s) on the Application Form and, where applicable, any Service Schedule(s) and Service Level Agreement(s).

"Critical information Summary" means, where applicable, the document that sets out a range of essential information about a Service.

"Customer" means the customer named in the Application Form;

"Customer Equipment" means any equipment or facility in the possession, ownership or control of the Customer other than Service Equipment;

"Defined Abuse" includes misuse of the Service including without limitation:

- (a) giving an unauthorized person the Customer's account and password details;
- (b) deliberately or recklessly disrupting Vokal service;
- (c) using the Service in an unlawful manner;
- (d) using the Service to menace or harass others;
- (e) using the Service to obtain unauthorized access to any network; or
- (f) as otherwise reasonably determined by Vokal;

"General Terms" means the terms contained in this document;

"GST" has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and its related impositions;

"Leased Equipment" means, unless otherwise specified, Yealink hardware, Polycom hardware and associated software charged on a monthly basis for item(s) under the "Plan/Product" column(s) on the Application Form and, where applicable, any Service Schedule(s) and Service Level Agreement(s).

"Purchased Equipment" means the equipment (and associated software), specified under the "Plan/Product" column(s) as set out in the Application Form or a Service Schedule, to be supplied by Vokal to the Customer and includes additional equipment (and associated software) which Vokal agrees to supply to the Customer;

"Service" means a service to be provided by Vokal pursuant to this Agreement, as set out in the Application Form and a Service Schedule and includes any additional service which Vokal agrees to supply to the Customer;

"Service Equipment" means any equipment, facility or associated software used by Vokal or any of its suppliers in relation to a Service and may include equipment leased to the Customer;

"Service Level Agreement" means any agreement approved by Vokal for the provision of Services.

"Service Schedule" means any schedule relating to any Service.

Services

2. This Agreement commences when Vokal accepts (in its sole discretion) the Customer's Application Form and continues for a minimum duration of the Contracted Period, or until terminated in accordance with its terms the Customer shall give not less than 30 days' written notice before the end of the Contracted Period for the termination of services. In the event that the Customer does not give 30 days' written notice before the end of the Contracted Period, Vokal reserves the right to accrue and charge the Customer for existing Services on a monthly recurring basis until 30 days' written notice of cancellation is received.

(a) Vokal shall be under no liability to the Customer or any other person for any delay in the commencement of the services.

3. Vokal agrees to perform the Services on the terms of this Agreement in consideration for the Charges.
4. The Customer acknowledges that Vokal is a reseller of the Service provided by one or more wholesale providers.
5. Where applicable and without limitation, the Customer acknowledges and accepts the requirements, availability, limitations, inclusions and/or exclusions set out in the Critical Information Summary of a Service.
6. To the extent required by law, the telecommunications customer service guarantee applies to the Services. Further information regarding this matter may be found at www.aca.gov.au.

Purchased Equipment and installation

7. The Customer shall purchase Purchased Equipment from Vokal.
8. Subject to agreement between the parties as to which Services and/or Purchased Equipment Vokal will install, Vokal shall install such Services and/or Purchased Equipment at a site nominated by the Customer. Vokal may, depending on the nominated site, charge the Customer its then current rates (including travel and accommodation expenses) for installing the Purchased Equipment and/or a Service. Vokal shall use reasonable endeavors to install the Purchased Equipment and/or a Service on or around the installation date requested by the Customer but will not be liable for any loss or damage for failure to do so.
9. The Customer agrees to acquire and Vokal agrees to supply the Purchased Equipment in consideration for the price set out in the Application Form or as otherwise notified by Vokal to the Customer.
10. The Customer shall prepare the installation site in accordance with any site preparation requirements reasonably required by Vokal. Vokal may refuse to install Purchased Equipment and/or a Service if the installation site not been prepared in accordance with this clause.
11. The parties may agree from time to time to change the installation site, in which case Vokal shall be entitled to impose an additional charge. To avoid doubt, the provisions of this Agreement shall apply in respect of the new installation site.

Title in and over the Purchased Equipment remains with Vokal until payment in full is received. Without limiting the last preceding sentence, if the Purchased Equipment is sold or otherwise transferred to another person, the Customer must account to Vokal for all outstanding amounts.

12. Risk of loss or damage to the Purchased Equipment shall pass to the Customer upon delivery.

Service Equipment

13. In respect of any Service Equipment:
 - (a) the Service Equipment remains the property of Vokal or its supplier;
 - (b) to the extent possible under the terms of the Customer's occupation of the premises where the Service Equipment is located, the Customer will allow Vokal to and, where applicable, will ensure that the landlord allows Vokal to, access such premises for the purposes of this clause;
 - (c) Unless otherwise specified, Vokal may remove the Service Equipment upon reasonable notice to the Customer in accordance with clauses 41 to 52 of this Agreement;
 - (d) the Customer will not part with possession of the Service Equipment, except to Vokal;
 - (e) the Customer must provide Vokal and its nominees with access to the Customer's premises upon reasonable notice to install, inspect, test, modify, maintain, repair, change or recover the Service Equipment;
 - (f) the Customer must ensure that the Service Equipment is not handled, maintained, tampered or interfered with by any person, except Vokal or its nominee;
 - (g) if requested by Vokal, the Customer must insure the Service Equipment for an amount and on terms reasonably required by Vokal; and
 - (h) the Customer must return the Service Equipment to Vokal within 14 days of the expiry or termination of this Agreement and, if the Customer does not do so, the Customer shall immediately pay to Vokal the full retail price of the Service Equipment (including the cost of acquiring or renewing any necessary software licenses). This clause shall survive termination of this Agreement.
 - (i) Title in and over the Purchased Equipment remains with Vokal until payment in full is received. Without limiting the last preceding sentence, the Customer has the right to obtain ownership of leased equipment by paying 30% of the outright value at the end of term. Subject to Vokal's discretion and without limitation, ownership of equipment is available for Yealink and Polycom hardware.

The Customer's Responsibilities

14. The Customer must:
 - (a) ensure that any Purchased Equipment and Services are used solely for their intended purpose;
 - (b) ensure there is no unauthorized access to Vokal's system or network via the Customer's Purchased Equipment, Services or third party devices and software.
 - (c) notify Vokal immediately of any security breach (suspected or otherwise) of the Service, or the Customer's confidential password or the Customer login;
 - (d) not interfere with the normal operation of the Service or make it unsafe;
 - (e) ensure that a suitable power supply is available for the use of the Services; and
 - (f) promptly inform Vokal of any change to the Customer's billing or address details.
15. The Service shall be personal to the Customer and the persons authorized on the Application Form. The Customer must not permit any other person to use the Service and must not re-sell or purport to re-sell the Service.

For the duration of this Agreement, the Customer shall provide Vokal free of charge with all assistance, information, access, facilities and services reasonably required by Vokal to enable it effectively to perform its obligations under this Agreement, including use of Customer related bodies corporate in breach of any law, regulation, government direction or industry standard or code.

16. The Customer warrants that the information supplied by the Customer in relation to this Agreement is true and correct.

17. The Customer is responsible for insuring and maintaining any equipment or facility owned or provided by the Customer (including without limitation Customer Equipment and Purchased Equipment).

Charges and Billing

18. All fees and charges which are known in advance (including without limitation recurring or fixed fees or charges) may be invoiced in advance. All other fees and charges may be invoiced monthly in arrears. The Customer shall make all payments within 14 days of the date of invoice.

19. The Customer shall pay accounts either by credit card standing authorisation, or on account, which may be paid by credit card, BPAY, electronic funds transfer, cheque or money order.

20. Payments made by credit card standing authorisation with Visa, Bankcard or MasterCard will be subject to a surcharge to cover merchant fees. Payments made by credit card standing authorisation with AMEX will be subject to a surcharge of 2.75%. Ad-hoc payments made by credit card will be subject to a surcharge of 2.0%.

21. The Customer shall pay a fee of \$35 in addition to any other costs or charges (such as financial institution charges) for each dishonoured transaction.

22. Vokal reserves the right to enforce payment by credit card standing authorisation in the event that a Customer's monthly charges on a given account are or are reasonably expected to be below \$250 per month, or in the event that the Customer is consistently late in making payment.

23. Failure by the Customer to pay any outstanding amount within 30 days of the date of invoice will, to the extent as permissible by law, without prejudice to Vokal's other rights and without limitation to any utility, interest and administrative fees accrued to Vokal as a result of the Customer's failure to pay:

- (a) be deemed a terminating event or, at Vokal sole discretion, shall entitle Vokal to suspend all or any of its obligations under this Agreement; and
- (b) entitle Vokal to charge interest on the unpaid amount at a rate equal to 2% per annum above the overdraft rate of the Commonwealth Bank on the first Working Day following the due date for payment.

24. Where the Customer has failed to pay any amount owing to Vokal, Vokal may, in addition to any other fees or charges under this Agreement, charge the Customer Vokal 's current fee for suspension, disconnection and/or re-connection of a Service. In addition, the Customer shall indemnify Vokal for the cost of exercising and/or pursuing Vokal 's right to payment under this Agreement.

25. If Vokal has agreed to provide a Service for a particular term, then to the extent permitted by law:

- (a) the whole amount payable for the whole of the term that Service is to be provided is a debt owing to Vokal as at the time of entering into this Agreement for which Vokal may bill the Customer even if the Customer cancels the Service before the term ends; and
- (b) if the Customer cancels the Service before the end of the term, the Customer will be liable for the remaining monthly service fees.

26. If Vokal provides a Service for a particular term and allows the Customer a discount on payment over that term and the Customer cancels this Agreement before that term ends, then the Customer will be liable to pay the full undiscounted amount for the period which has elapsed and Vokal will bill the Customer for the amount of the discount allowed to the Customer during the elapsed period on the Customer's next bill.

27. In the event the Customer's payment of Vokal charges under this Agreement remains outstanding for 45 days or more, Vokal reserves the right to vary or remove any discount previously communicated or provided to the Customer.

28. The Customer shall pay the Charges in full without any deduction or set-off whatsoever (including whether the Service is used by the Customer or any other person).

29. Unless expressly stated otherwise, all references to consideration (including Charges) relating to this Agreement are exclusive of GST.

30. Vokal may impose an additional charge on the Customer in respect of any services which are in addition to the Services (and which Vokal agrees to supply), or in any other reasonable circumstances.

31. The Customer may not dispute an invoice or claim a refund for overpayment under this Agreement more than 12 months after date of the invoice to which the disputed amount or alleged overpayment relates.

Limitations, Exclusions and Indemnities

32. The Customer acknowledges that:

- (a) Faults related to the provision of the Service may occur;
- (b) Vokal does not warrant that the Service will be uninterrupted or error free;
- (c) Internet Services can be subject to speed and performance variations affected by, and without limitation to, cable quality, distance from the exchange, Service type, network contention and the Customer's internal traffic usage.
- (d) Vokal shall not be liable or responsible for faults outside Vokal 's control; and
- (e) Any restoration targets which Vokal provides to rectify faults may be subject to the performance of third parties.

33. Subject to any Service Level Agreement offered by Vokal with respect to the Services, Vokal accepts no responsibility for the performance of any third party which may be relevant to the provision of the Service. However, Vokal will use its best endeavours to ensure that any relevant third party co-operates in order to deliver the Service in a timely manner, provide and maintain the Service in a responsible fashion and rectify any faults in relation to the Service a timely manner.

34. The Customer acknowledges and agrees that:

- (a) Vokal shall not be obliged to supply any goods or services on any terms more favourable to the Customer than the terms on which such goods or services are supplied to Vokal;
- (b) Vokal may at any time impose on the Customer any term, condition, warranty, limitation or exclusion which Vokal upstream supplier imposes on Vokal;
- (c) If Vokal upstream supplier increases the price due to additional regulatory costs, imposts, penalties or taxes at which it supplies any necessary or relevant goods or services to Vokal, Vokal may immediately alter any applicable charges to reflect such increase; and
- (d) Vokal may immediately suspend or terminate this Agreement without any liability to the Customer if for any reason Vokal no longer acquires any necessary or relevant goods services from an upstream supplier (including without limitation if an upstream supplier suspends or terminates its arrangements with Vokal, even if it is due to Vokal breach or default). In such event and, where applicable without superseding Clause 34(c), Vokal will provide 10% of the monthly recurring amount to the Customer should written notice of the suspended service(s) be provided to the Customer in less than 30 days from suspension and/or cancellation.

(e) Where applicable and unless otherwise specified; the sale, deployment and post-deployment scope of Vokal Products and Services excludes:

- i. Call recording and reporting to server
- ii. Professional recording services
- iii. Site revisits for customer training
- iv. Out-of-hours site visits and/or cutovers
- v. New Data or General Power outlets needed
- vi. Any additional cabling needed
- vii. Delivery of service beyond MDF
- viii. Fax machine configuration and support
- ix. Computer or PC support
- x. Troubleshooting existing network
- xi. Shifting or migrating existing network
- xii. Major changes to phone system and voicemail config during install, at technician discretion.
- xiii. Post Config Support – Without maintenance.
- xiv. Decommissioning and removal of old phone system.
- xv. Responsibility and coverage of losing carrier charges

35. To the extent that Customer has caused loss, injury, damage, liability, costs or expenses the Customer must indemnify, and save harmless, Vokal and its related bodies corporate and their respective officers, employees, contractors and agents (the "Indemnified Persons") from any loss, injury, damage, liability, costs or expenses whatsoever suffered or incurred by an Indemnified Person arising from or in connection with:

- (a) any breach of, or failure to comply with the terms of, this Agreement by the Customer;
- (b) any physical damage to an Indemnified Person's network or other physical damage to property or persons caused by the Customer or any person having access to its use of the Services (a "permitted user");
- (c) the use of the Services by the Customer or a permitted user;
- (d) the reproduction, broadcast, use, transmission, communication or making available of any material by the Customer or a permitted user, using the Services;
- (e) any alleged breach of a person's rights (including, but not limited to, defamation and intellectual property rights) by a communication, broadcast or transmission, made available by means of the Services by the Customer or a permitted user or
- (f) any Customer Equipment which causes a fault in, or interferes with, the operation of any system owned or operated by Vokal (including without limitation Vokal systems or network).

36. Advice and information given by Vokal are given on an "as is" basis but Vokal is not required to provide such advice under this Agreement. Subject to this Agreement, Vokal shall not be responsible for any loss or damage occasioned by the Customer in reliance thereon.

37. The Customer uses the Services and any software or equipment supplied by Vokal at its own risk.

38. Subject to this Agreement:

- (a) all conditions, warranties and representations which are not expressly provided or included in this Agreement are excluded from this Agreement; and
- (b) Vokal maximum aggregate liability to the Customer in contract, tort (including negligence), under statute or otherwise is limited to the maximum extent possible.

39. Vokal liability is entirely excluded for any indirect or consequential loss or damage whatsoever including without limitation loss of profits, loss of business or anticipated savings and loss, corruption or destruction of data.

40. This Agreement includes terms specified by any statute which cannot be lawfully excluded; including those guaranteed by the Competition and Consumer Act 2010 (Cth) and corresponding state and territory legislation. However, to the extent as permissible by law, in relation to the supply of goods or services which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Vokal liability for breach of those terms will be limited, at its option, to any one or more of: (a) in the case of goods, the replacement, repair or payment of the cost of replacement or repair of the goods; and (b) in the case of services, supplying the services again or payment of the cost of having the services supplied again.

Fair Use

41. The Customer accepts full responsibility for use of the Service, even if use is obtained without the Customer's consent, by any persons or entities that acquire access to the Service.
42. Without limitation to and subject to Vokal's discretion, the Customer agrees that "Unreasonable" use includes the following:
 - (a) Using the Service for fraudulent purposes;
 - (b) abnormal or excessive use of Services;
 - (c) using the Service in connection with any device that switches or re-routes calls to or from another carrier's network;

- (d) wholesaling any, or part of any, Service;
- (e) supplying a service, that is the equivalent or similar to the Service being provided by Vokal, to any party outside of this Agreement;
- (f) calling 13xx or 18xx numbers to make indirect calls through other providers (e.g. through a calling card);
- (g) using the Service for the purposes of arbitrage;
- (h) using the Service in connection with a device that automatically dials numbers either from a list or are generated randomly;
- (i) using the Service to make or receive calls on our network for the purposes of resale, resupply or commercial exploitation;
- (j) using the service for continuously call forwarding or multiple simultaneous calling;

43. Without limitation to and subject to Vokal's discretion, the Customer agrees that "Unacceptable" use includes the following;

- (a) Using the Service to gain improper access to confidential information of another individual or business;
- (b) using the Service to distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
- (c) using the Service to defame, harass or abuse anyone or violate their privacy;
- (d) contravening any applicable laws when you use the Service;
- (e) infringing any person's intellectual property rights, including copyright, when you use the Service;
- (f) using the Service to monitor data or traffic on any network or system if you do not have the authorization of the owner of the network or system to do so;
- (g) using the service to obtain or attempt to obtain unauthorized access to any computer, system or network
- (h) using the service in a manner designed to compromise the security or interfere with the operation of the service or any other computer, system or network

44. The Customer agrees to use Vokal Services within reason partaking to the ordinary course of consumer and commercial purposes. The Customer understands and agrees that "unreasonable" or "unacceptable" use (as specified in clauses 42 and 43 of this Agreement) is a direct breach of this Agreement.

Suspension and Termination

45. Notwithstanding any provision in this Agreement, all or any part of this Agreement may be immediately suspended or terminated (in Vokal's sole discretion) by Vokal:

- (a) in the event of the Customer in Vokal 's reasonable opinion committing Defined Abuse;
- (b) if the Charges are not paid in accordance with this Agreement or if the Customer's payment is refused or dishonoured by the Customer's nominated financial institution;
- (c) if the Customer breaches any provision of this Agreement;
- (d) if the Customer (being a natural person) dies or (being a company) is wound up or (being a partnership or association) is dissolved;
- (e) if the Customer (or any related body corporate or any associate of the Customer) breaches any other documented agreement with Vokal (or any related body corporate or any associate of Vokal).

46. Vokal may suspend the Service while investigating any complaint or reasonable suspicion of illegal behaviour or Defined Abuse and may monitor or limit the Customer's Service if permitted by law or required by direction of a competent law enforcement official or authority.

47. Vokal reserves the right to suspend the Services in an emergency if Vokal considers it necessary to do so to safeguard the provision of services to other customers or for any other reasonable reason.

48. Vokal may immediately terminate this Agreement if this Agreement is suspended for a continuous period of 14 days or more.

49. For the avoidance of doubt, any recurring or fixed fees or charges of active Services under this Agreement shall continue to accrue during the pendency of any suspension of this Agreement.

50. Vokal is not required to suspend or give a notice of suspension under this Agreement before exercising its right to terminate all or any part of this Agreement.

51. The exercise by Vokal of its right to suspend all or any part of this Agreement shall be without prejudice to its right to terminate all or any part of this Agreement.

Transfer of Services

52. The Customer authorizes Vokal to sign on the Customer's behalf and in the Customer's name any form of authority to the Customer's current supplier of services and to do all other things necessary to transfer the Customer's account into Vokal 's name.

53. The Customer shall remain responsible (and the Customer indemnifies Vokal) in relation to all amounts owing to another supplier for any services supplied by that other supplier, to the Customer.

Disclosure

54. The Customer consents to Vokal , its employees and agents making such enquiries as it deems necessary to investigate the creditworthiness of the Customer from time to time including without limitation the making of enquiries of persons nominated as trade referees, the bankers of the Customer or any other credit providers (the "information sources") and the Customer hereby authorises the information sources to disclose to Vokal such information concerning the Customer which is within their possession and which is requested by Vokal . The Customer also consents to Vokal obtaining

a credit report from a credit reporting agency containing personal information (as well as information concerning commercial credit worthiness and activities) for the purpose of assessment by Vokal of an Application or for the purpose of the collection of payments which are overdue in respect of any credit provided by Vokal, as permitted under the Privacy Act 1988 (Cth).

55. The Customer agrees that Vokal may give to or obtain from another credit provider, any information derived from a report to assess an application for service, its creditworthiness and its continuing creditworthiness. Items of personal information about the Customer (including information in an Application Form and information arising from the conduct of an account) permitted to be kept on a credit information file may be disclosed to a credit reporting agency.

56. The Customer authorizes Vokal to provide personal information to its suppliers to the extent necessary to fulfil its obligations under this Agreement.

57. Vokal may also collect the Customer's personal information and use it for the following purposes:

- (a) to provide information about other goods or services which Vokal or any of its related bodies corporate may offer;
- (b) to disclose to credit reference associations and credit reporting agencies for the purpose of providing services or other credit providers providing services;
- (c) for purposes related to or arising out of Vokal provision of services and credit or commercial credit, to the Customer.

58. The Customer gives its consent to the types of use of information described in these General Terms.

59. The Customer gives its consent to Vokal sending electronic messages (including commercial electronic messages) within the meaning of the Spam Act 2003 (Cth), to the Customer.

General

60. In the event of a dispute arising under this Agreement, the Customer may have rights under the Telecommunications Industry Ombudsman scheme. Further information regarding this matter may be found at www.tio.com.au.

61. The Customer does not own or have any legal interest or goodwill in any telephone number, IP address, domain name, PIN or other locator or identifier issued to the Customer ("Public Addressing Identifier"). The Customer acknowledges and agrees that the terms of use of any Public Addressing Identifier may be subject to regulatory requirements (including requirements relating to changes to or termination of a Public Addressing Identifier) and Vokal shall not be liable or responsible for the operation or consequences of any such requirement.

62. The Customer must treat as confidential, keep secret and not use or disclose any information relating to the trade secrets, know-how, business practices, network or service configuration, operational or procedural information, charges, discounts or clientele, of Vokal. Any such disclosure may only be made with the prior written consent of Vokal. Any confidential information must be returned to Vokal upon demand and/or at the termination or expiry of this Agreement. This clause shall survive termination of this Agreement.

63. Any provision which by its nature would survive termination or expiry of this Agreement (including without limitation any exclusion or limitation of liability or indemnity in this Agreement) shall survive termination or expiry of this Agreement.

64. The forbearance on the part of Vokal from exercising any right under this Agreement (including without limitation any right to suspend or terminate all or any part of this Agreement) on the first date Vokal is entitled to do so shall not constitute any waiver of Vokal rights under this Agreement.

65. Vokal will not be responsible for any delay or failure to perform its obligations under this Agreement caused by any act beyond its control including without limitation acts of God, wars, strikes, natural disasters, failures of any other provider or network operator's services and interruptions to power supply.

66. This Agreement contains the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations warranties (other than warranties set out in this Agreement), or commitments in relation to the subject matter of this Agreement are superseded by this Agreement and shall be of no force or effect whatever and no party shall be liable to any other party in respect to those matters. No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Agreement or constitute a collateral agreement, warranty or understanding between the parties.

67. The Customer must not assign or purport to assign any of its rights or obligations under this Agreement without the prior written consent of Vokal. Vokal may assign or novate any of its rights or obligations under this Agreement with written notice of no less than 30 days to the Customer and the Customer shall be deemed to have consented to such assignment or novation.

In the event of any inconsistency as between these General Terms, any Application Form, Service Level agreement or other attachment to these General Terms, the order of precedence shall be as follows:

- (a) The Application Form;
- (b) any service level agreement agreed between the parties;
- (c) these General Terms; and
- (d) any attachment to these General Terms.

68. If any clause or part of this Agreement is held to be void, illegal or unenforceable for any reason, it shall be deemed to be severed from this Agreement without affecting any other clause or part of this Agreement.

69. Vokal may sub-contract its obligations under this Agreement after providing written notice of no less than 30 days to the Customer.

70. Each party must do all things necessary to give effect to this Agreement and anything contemplated by this Agreement.

71. The person purporting to enter into this Agreement on behalf of the Customer warrants to Vokal that he/she is duly authorized to enter into this Agreement in that capacity.

72. The Customer and Vokal agree that the laws of New South Wales shall govern this Agreement and each party irrevocably submits to the jurisdiction of New South Wales and tribunals.