



## Terms and Conditions

Welcome to [hackheroes.com.au](https://hackheroes.com.au) (**our Site**).

Our Site gives you an opportunity to browse and purchase the Services offered by HackHeroes Pty Ltd (ACN 673 603 908) (**we, us, our**).

These Terms and Conditions (**Terms**) govern your use of our Site, our Services, and form a binding contractual agreement between us, and you.

These Terms are important and should be read carefully. Any questions about these Terms must be directed to us in writing at [info@hackheroes.com.au](mailto:info@hackheroes.com.au) before using our Site or engaging our Services.

Subject to any subsequent agreements you may be required to enter with us, these Terms constitute the entire agreement between you and us and supersedes all prior agreements, conduct, representations and understandings. You confirm you have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

### 1 DEFINITIONS

- 1.1 **Cancel Anytime Membership** means an ongoing full access Membership with a minimum term of 1-month, renewal period of 1 month and no lock-in contract.
- 1.2 **Confidential Information** of a party means all information (in any form):
  - (a) relating to or arising from the Services;
  - (b) which any reasonable person would consider to be of a confidential nature (such as personal information, trade secrets, methods, strategies, pricing, and other business processes);but does not include information that:
  - (c) is or becomes independently developed or known by a party through no breach of these Terms by that party; or
  - (d) becomes publicly available, without breach of these Terms.
- 1.3 **Free Membership** means a restricted Membership that provides a limited preview of our recommendations and our Services generally.
- 1.4 **Membership** means you have engaged the Services provided by us on a Free Membership, Three-Month Membership or Cancel Anytime Membership.
- 1.5 **Third Party Content** means information we obtain via third-party service providers where we understand the third-party will have obtained your consent to disclose this information for cyberbullying risk assessment purposes.
- 1.6 **Three-Month Membership** means a full access Membership with a minimum term of 3-months and renewal period of 3 months.

1.7 **Services** means the provision of any or all the following:

- (a) personalised cyberbullying prevention strategies generally;
- (b) cyberbullying web-based risk assessments;
- (c) report(s) and recommendations issued to you based on the information that you provide us;
- (d) production of cyberbullying prevention plans, custom-made action plans and cyber safety roadmaps;
- (e) digital guardianship tools;
- (f) integration of recommendations into your personal calendars such as Google Calendar or Microsoft Outlook; and
- (g) any other Services offered by us in the future.

## 2 ACCEPTANCE OF TERMS

2.1 By browsing, accessing, purchasing, or using the Services offered on our Site, whether or not you have purchased or engaged our Services either directly or indirectly, and irrespective of your capacity as an individual, as an employee of a business, or as a business, you acknowledge that you have read and understood these Terms and agree to be bound by them, and all of our other policies.

## 3 VARIATIONS TO TERMS

3.1 We reserve the right, in our sole discretion, to vary, change or amend any part of these Terms at any time.

3.2 In that event, we will provide notice of the variation by publishing the updated Terms on our Site.

3.3 The updated Terms will be taken to have effect on the date of publication.

3.4 Your continued purchase of our Services, and the Site constitutes your acceptance of the updated Terms and is taken as your agreement to be bound by these updated Terms.

3.5 Should you object or disagree to the Terms, your only remedy is to contact us at [info@hackheroes.com.au](mailto:info@hackheroes.com.au) and immediately discontinue your use of the Services.

## 4 GENERAL DISCLAIMER

4.1 We offer a number of Services on our Site from time to time.

4.2 You acknowledge and agree that each Service offering may have different Terms, prices and fees, as displayed on our Site or as contained in any contract entered into with you and us for those Services.

- 4.3 We provide support, guidance, and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.
- 4.4 We provide the Services on an "as-is" and "as available" basis and whilst every effort is taken to ensure the content provided and the Site is accurate, we make no representations and give no guarantees or warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of the content and the Site for any purpose.
- 4.5 It is your responsibility to independently verify the information made available on the Site.
- 4.6 Nothing on the Site or any of the content or Services is a promise or guarantee of results. Any information given (including case studies) is purely based on experience and is for illustrative purposes only. Information provided may not always be tailored specifically to you.
- 4.7 You acknowledge and agree that we, our employees, affiliates and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Site or the Services offered on the Site.
- 4.8 Any testimonials and examples of our Services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results.
- 4.9 We make no warranty, representation, or guarantee regarding the suitability of our Services for any particular purpose, nor do we assume any liability whatsoever arising out of the application or use of any of our Services. It is your responsibility to independently determine suitability of any Services and to test and verify the same.
- 4.10 You acknowledge and agree that each Service offering may have different Terms, prices and fees, as displayed on our Site or as contained in any contract entered into with you and us for those Services.
- 4.11 Any timelines or delivery dates are provided by us on an estimated basis only. We make no guarantee that these timelines or delivery dates will be met as there may be interfering factors beyond our control, and we are not responsible for any delay in the delivery of Services.
- 4.12 You acknowledge and agree that any results to be attained by you are dependent upon you solely. We rely on third parties to supply the Third-Party Content and we, therefore, do not warrant the quality or accuracy of the results.

## **5 SERVICE SPECIFIC DISCLAIMER**

- 5.1 All of our Services are intended for general web-based risk assessment, consulting, educating and training. Any template, training module, document, information, guideline, forecast and recommendation made by us in relation to our Services are made on the basis of information that was available to us at the time. You understand that the provision of our

Services relies on information that you provide us, and we will not be held liable for your failure to provide accurate information.

- 5.2 The implementation of any solution or recommendation we provide may have unexpected or unintended consequences, which may vary from person to person, and you acknowledge that you perform any recommended action or solution at your own risk. You understand and agree that you are solely responsible for implementing the recommendations and solutions issued by us as part of our Services.
- 5.3 You understand and acknowledge that whilst our Services are intended to provide you with tailored tools, strategies, solutions and recommendations to address cyberbullying, we make no guarantees that your child will not experience cyberbullying at any point in time. This includes during and after your engagement of our Services.
- 5.4 Any information, solution or recommendation provided by us are for educational purposes only and do not constitute professional or legal advice.
- 5.5 You acknowledge that you accept full responsibility for informing yourself and assessing all the risks of any action or solution we recommend and will rely solely on your own assessment of these risks before participating in those actions or solutions and engaging our Services generally. We will not be held liable for any acts or events which transpire as a result of your reliance on our Services.
- 5.6 You agree to inform us of any pre-existing circumstances that may affect your use of our Services and in the event that you do not disclose pre-existing circumstances to us, you agree to not hold us liable for issues caused as a result of using our Services, which could have been prevented by that disclosure to us. Without limiting the generality of this clause, a failure to disclose includes any failure to disclose any relevant information as prescribed in any of our questionnaires and/ or forms issued as part of our Services.
- 5.7 In relation to our Services, we do not guarantee any results, a reduction in instances of cyberbullying for your child, or that you will experience an improvement in any aspect of you or your child's online experience as any results you achieve are dependent on you solely and your own use of the information, recommendations and solutions provided to you as part of our Services.
- 5.8 You acknowledge and agree that we, our employees, affiliates, independent contractors, and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Services.
- 5.9 You acknowledge and agree that we, our employees, affiliates, independent contractors, and representatives are not responsible for ensuring that you are using the Services correctly. It is your responsibility to inform us and seek assistance when you are unsure about using our Services.
- 5.10 We do not provide specific psychological, medical, legal or other advice, and our Services are intended for general online safety, education and information purposes only. You should not rely on the information provided by us as a substitute for any professional advice.

- 5.11 You accept full responsibility for informing yourself and assessing all the dangers, hazards and risks of engaging our Services or undertaking the actions or solutions recommended, and you will rely solely on your own assessment of these dangers, hazards and risks before engaging our Services or undertaking any recommendations or solutions provided.
- 5.12 It is your responsibility to maintain knowledge of and comply with all applicable Federal and State/ Territory laws, rules and regulations, and you shall not knowingly participate or assist in any violation of such laws, rules or regulations while using our Site and/or Services. We will not be held liable in any capacity for your failure to adhere to such laws.
- 5.13 You acknowledge that we will take measures to protect your security, however, in the event that a data breach or unauthorised access to your personal information occurs, we will not be held responsible or liable for those breaches, except as provided for under any applicable common law or statute.
- 5.14 You confirm that any and all information you have provided us is true and correct at that point in time.
- 5.15 You warrant that you are of sound mind when you accept this Disclaimer and Waiver and have the capacity to accept full responsibility for assessing whether you are willing to engage our Services.

## 6 REGISTERING YOUR DETAILS

- 6.1 Before you purchase our Services, we may ask you to register an account with us and select a Membership plan.
- 6.2 You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
- 6.3 We may at any time request a form of identification to verify your identity.
- 6.4 If you have a Membership to this Site, you acknowledge and agree that:
  - (a) you are solely responsible for the protection and confidentiality of any password or member identification that may be issued to, or subscribed for, by you from time to time (**Password**);
  - (b) you will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
  - (c) you will immediately notify us if your Password is lost or becomes known to any other person; and
  - (d) you are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person.
- 6.5 To the extent that you provide personal information, we will treat such information strictly in accordance with our Privacy Policy.

- 6.6 You must ensure the security and confidentiality of your Membership details, including any username and/or Password. You must notify us immediately if you become aware of any unauthorised use of your Membership details.
- 6.7 You will not let any other person use your Password.

## 7 YOUR OBLIGATIONS

- 7.1 During the delivery of our Services, you agree to:
- (a) respond promptly to our communications in relation to the Services;
  - (b) provide, within a reasonable amount of time, accurate, complete and current information or documentation reasonably required by us to perform the Services; and
  - (c) act in good faith.
- 7.2 When providing our Services, we may request that you provide us with responses, feedback, completed questionnaires, copy content, images and other information so we can best deliver our Services. You agree that you will provide any such information in a timely manner. Any delays in receiving this information may result in information not being provided by us to you.

## 8 CONFIDENTIALITY

- 8.1 Each party (**Recipient**) must keep secret and confidential and not disclose any Confidential Information (which is or has been disclosed to the Recipient by the other party, its representatives or advisers), or these Terms, except:
- (a) where the information is in the public domain as at the date of these Terms (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);
  - (b) if the Recipient is required to disclose the information by any applicable law, or, the rules of any other document with statutory content requirements, provided that the Recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure, consulted with the provider of the information as to the form and content of the disclosure;
  - (c) where the disclosure is expressly permitted under these Terms or is required to give effect to these Terms;
  - (d) where the disclosure is required for use in legal proceedings regarding these Terms; or
  - (e) if the party to whom the information relates has consented in writing before the disclosure.
- 8.2 Each Recipient must ensure that its personnel comply in all respects with the Recipient's obligations under this clause.

8.3 This clause survives termination or expiry of these Terms.

## 9 COPYRIGHT AND TRADE MARK NOTICES

- 9.1 All material on this Site, or otherwise delivered by us via our Services, including (but not limited to) reports, resources, documents, templates, information, text, graphics, information architecture and coding (**Our Content**), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you would like to use, copy or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited.
- 9.2 You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.
- 9.3 The trade marks, logos, and service marks displayed on our Site to denote our brand are either registered or unregistered trade marks of us (**Our Marks**). Our Marks, whether registered or unregistered, may not be used in connection with any Service that does not belong to us, in any manner that is likely to cause confusion with customers, or in any manner that disparages us.
- 9.4 Nothing contained on this Site should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any of Our Marks without our express written permission.
- 9.5 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that we will be entitled to seek injunctive relief if such steps are necessary to prevent violations of our intellectual property rights.

## 10 RIGHT TO SUSPEND, TERMINATE AND REFUND

- 10.1 We reserve the right to suspend or terminate your use of the Site or our Services generally if you breach these Terms, as determined by us in our sole discretion.
- 10.2 We may terminate your use of our Site and/or Services at any time by providing you a minimum of 7 days' written notice.
- 10.3 You may terminate your use of our Site and/or Services as part of the Free Membership without notice.
- 10.4 You may terminate your use of our Site and/or Services as part of the Three Month Membership without notice, but acknowledging that the month in which you terminate will be payable.
- 10.5 You may terminate your use of our Site and/or Services as part of the Cancel Anytime Membership without notice, but acknowledging that the month in which you terminate will be payable.
- 10.6 If you terminate our Services early (prior to your Services being completed), you acknowledge and agree that the outstanding fees for those Services and the fees for the

minimum periods as stipulated in the Three Month Membership and Cancel Anytime Membership are payable. For clarity:

- (a) the Cancel Anytime Membership has a minimum payment of \$79;
- (b) the Three-Month Membership has a minimum payment of \$117;

we reserve the right to adjust these minimum payment sums at any time.

10.7 Refunds are not provided for our Services, whether accessed by you or not, unless we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the Australian *Competition and Consumer Act 2010* (Cth).

10.8 Final payments are non-refundable after at the completion of our Services.

10.9 Any refund requests will be assessed on a case-by-case basis, in accordance with the costs associated with each Service delivered by us, or otherwise where we determine in our sole discretion that genuine value has not been received or is not able to be received by you.

## 11 NON-EXCLUSIVITY

11.1 You acknowledge and agree that we may at all and any times provide our Services to other clients.

11.2 We do not provide our Services on an exclusive basis.

11.3 We will, however, endeavour to protect the Confidential Information you provide us and in accordance with our Privacy Policy.

## 12 PRICES

12.1 All prices for our Services are in Australian Dollars (AUD).

12.2 All prices for our Services are as displayed via our Site.

12.3 All prices are exclusive of GST (if applicable) unless indicated otherwise, and exclude delivery charges and customs duty and other taxes, if applicable.

12.4 All our prices are subject to change without notice.

12.5 We reserve the right to modify, cancel and/or limit any Service and/or work at any time.

## 13 PAYMENTS

13.1 Most payments are operated through an online and automated billing system (**Online Payment**). Where your payments are made via Online Payment:

- (a) you agree to make payment via a rolling direct debit system of automatic billing;
- (b) you agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates;



(c) if payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.

13.2 Our transactions will be handled by Stripe, including the processing of any credit and debit card payments. All payment information will be secured on Stripe's encrypted services and we do not at any time hold such information on our own servers.

13.3 Where your payment has been successfully received by us, you will receive an automatic confirmation which is issued by Stripe. Such confirmation is to be taken as a receipt for such payment and will include details of the payment made to us.

13.4 In special cases, we will send you invoices via email which are issued via Stripe. You agree to pay the invoices using the payment method specified in the invoice and within the timeframe stipulated in that invoice. Such invoices will only be issued where we are providing Services which are beyond our standard Services offered.

13.5 Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.

13.6 We reserve the right to suspend or terminate any Service, at our discretion, if payment is defaulted.

13.7 We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.

13.8 We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.

13.9 We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.

13.10 Where payments remain outstanding for more than 30 days, we reserve the right to assign any debits payable to it to a third party without consultation with you.

## **14 DISCOUNTS, PROMOTIONS AND OFFERS**

14.1 From time to time, we may offer the opportunity to purchase our Services at a discounted or promotional price, subject to these Terms.

14.2 Any discounts, promotions and offers will be confined to the time period and additional terms of sale in accordance with the details of that respective discount, promotion and/or offer as published online from time to time on our Site.

## 15 LIABILITY IS LIMITED

- 15.1 We provide our Services on an "as is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by Law. Subject to the other Terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other Terms in relation to the Services that are not expressly set out in these Terms to the maximum extent permitted by Law.
- 15.2 Without limiting the generality of clause 15.1, we expressly exclude any liability in contract, tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of our Services.
- 15.3 Subject to the other Terms of this clause, our maximum aggregate liability owed to you for any loss or damage or injury arising out of or in connection with the supply of our Services under these Terms, including any breach by us of these Terms however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the actual charges paid by you under these Terms in the one month period preceding the matter or the event giving rise to the claim.
- 15.4 The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by Law, including but not limited to, those rights under the Australian Consumer Law.
- 15.5 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law that cannot be excluded, our total liability to you for that failure is limited to, at our option, to the resupply of the Services or the payment of the cost of resupply.
- 15.6 Subject to the other Terms of this clause, we exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of or damage to reputation, or loss of use or corruption of data or information.
- 15.7 This clause applies to the fullest extent permitted by Law and shall survive termination of these Terms.

## 16 YOUR INDEMNITY

- 16.1 You agree to indemnify us and our officers, agents, partners, directors, shareholders and employees and subcontractors, against any direct losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with:
- (a) your use of our Services;

- (b) any claim made against us or you by a third party arising out of or in connection with the provision of our Services and/or these Terms;
- (c) any breach of these Terms by you, including any failure to pay any fees on time;
- (d) the circulation, distribution or publication of any information or materials provided by you being contrary to Law;
- (e) any reliance by you or a third party on our Services or any advice or information provided in connection with the provision of our Services and/or these Terms; and
- (f) the enforcement of these Terms.

16.2 You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by Law.

16.3 We are not responsible, and expressly limit our liability to the extent permitted by Law, which is without limitation to your rights under the Australian Consumer Law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site or by engaging our Services.

16.4 This clause survives the termination of these Terms.

## **17 NO DISPARAGEMENT**

17.1 At all times, you must not make any public or private statement or comment, whether oral or in writing, which in our reasonable opinion is adverse to the interest, reputation or commercial standing of, or, is in any respect a disparaging remark or representation about us and/or any of our Services nor any statement that is false and does or has the tendency to damage our reputation of by any method including but not limited to any social media platform or review website anywhere in the world.

17.2 Should you breach this clause, you hereby indemnify us in accordance with clause 16 above.

## **18 FORCE MAJEURE**

18.1 We will not be in breach of these Terms or liable to you for any Loss that you may incur as a direct result of our failing to perform our obligations or being prevented, hindered or delayed in performing our obligations under these Terms where such prevention, hindrance or delay results from a Force Majeure Event.

18.2 If a Force Majeure Event occurs, we will notify you (Non-affected Party) in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay.

18.3 On providing the notice in the above clause, we will have the time for performance of the affected obligations extended for a period equivalent to the period during which performance has been delayed, hindered or prevented, however, we will continue to use all reasonable endeavours to perform those obligations.

- 18.4 The performance of the affected obligations will be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.
- 18.5 References to a Force Majeure Event in this clause means: events, circumstances or causes beyond a party's reasonable control including (but not limited to):
- (a) strikes, lock-outs or other industrial action;
  - (b) civil commotion, riot, invasion, cyber-attack, service attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (c) fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;
  - (d) epidemic, pandemic, health emergencies, disease;
  - (e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (f) interruption or failure of utility Services (including the inability to use public, private telecommunications networks, servers or third party hosting platforms); and
  - (g) the acts, decrees, legislation, regulations or restrictions of any Government Agency;
- however, does not include a lack of funds.
- 18.6 References to Loss in this clause means: any loss, liability, cost, charge, expense, Tax, Duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence).

## 19 LINKED WEBSITES, AFFILIATES OR SPONSORS

- 19.1 Any links to other websites on our Site, which are not operated by us are not controlled by us and we accept no responsibility for them or for any Loss or damage that may arise from your use of them. Your use of any linked sites will be subject to the Terms of use and Service contained within each such site.
- 19.2 As affiliates of certain Services we may also receive compensation for recommending, endorsing or promoting Services as featured on our Site or in the course of delivering our Services. Any affiliation or sponsorship is for remuneration purposes only and is not an expression of our own recommendation, endorsement or promotion of those Services which are not our own.
- 19.3 We make no representation or warranty as to the recommendations, endorsements or promotions we make of certain Services, unless expressly stated otherwise. You acknowledge and agree that any remuneration or other non-monetary benefit we receive from our affiliated, endorsed or sponsored Services is for the purposes of that affiliation, endorsement and sponsorship only. We expressly disclaim any liability arising from your use or reliance of any recommended, endorsed or promoted Services by us which are not our



own and caution you to make your own independent inquiry prior to any such use or purchase.

## **20 SEVERABILITY**

20.1 If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

## **21 NO ASSIGNMENT**

21.1 You cannot transfer or assign your rights in accordance with these Terms, including any Membership or registration with us, without our prior written consent.

21.2 We may assign or transfer our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

## **22 SUB-CONTRACTING**

22.1 We are free to sub-contract any of our obligations under these Terms, but such sub-contracting will not release us from our liabilities under these Terms.

## **23 BINDING ON SUCCESSORS**

23.1 These Terms shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

## **24 DISPUTE RESOLUTION**

24.1 If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.

24.2 Any party claiming that a dispute exists must notify the other party to the dispute (**Second Party**) in writing of the nature of the dispute.

24.3 In the case of claims against us, all notices are to be provided to [info@hackheroes.com.au](mailto:info@hackheroes.com.au).

24.4 If the dispute is not resolved by agreement within 10 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 10 business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.

24.5 Once a mediator is appointed, the parties agree that:

- (a) The costs of the mediator shall be borne equally between the disputing parties.
- (b) The chosen mediator shall determine the procedures for mediation.
- (c) The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.

- 24.6 If the parties have not mediated a resolution of the dispute within 10 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.
- 24.7 Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.
- 24.8 Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.
- 24.9 This clause survives termination of these Terms.

## **25 APPLICABLE LAW**

- 25.1 These Terms shall be construed in accordance with and governed by the laws of the Australian Capital Territory (ACT), Australia. You consent to the exclusive jurisdiction of the Courts in the ACT to determine any matter or dispute which arises between us.

## **26 YOUR FEEDBACK**

- 26.1 We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential. Please see our Privacy Policy for further details.
- 26.2 If you have questions or comments regarding this Site or our Services, please email us at [info@hackheroes.com.au](mailto:info@hackheroes.com.au).

These Terms were last updated in January 2024.