

MOBILE APP TERMS AND CONDITIONS OF USE

1. Core Services Overview

Welcome to AirACE, an application designed to streamline administrative and operational processes in the aged care sector. Our services are tailored to meet the needs of both residential aged care facilities ("Organisations") and individuals seeking employment ("Users"). Below is a detailed overview of the core services offered:

- 1.1. **Shift Matching:** We facilitate the connection between Users and Organisations by matching individuals with available shifts or job opportunities posted by Organisations, ensuring a seamless integration of supply and demand in the workforce
- 1.2. **Job Listing Platform:** Organisations can easily post job vacancies and shift needs, making them accessible to a wide pool of potential applicants, thus increasing the efficiency of the hiring process.
- 1.3. **User Profiles:** Users can create and manage comprehensive profiles that include qualifications, availability, and preferences. This allows the platform to better match job opportunities with suitable candidates, ensuring that Organisations can more effectively identify and recruit the most appropriate individuals for their needs.
- 1.4. **Application Process:** We streamline the application process by enabling Users to easily apply for and accept job offers and shifts directly through the Application, simplifying communications and decision-making.
- 1.5. **Communication Tools:** Our integrated messaging and notification systems facilitate effective communication between Users and Organisations, ensuring that all parties are kept up-to-date with job statuses and changes.
- 1.6. **Payment Facilitation:** We manage all aspects of payment processing for shifts worked, including the handling of platform fees where applicable, to ensure timely and accurate financial transactions.
- 1.7. **Verification Services:** To maintain high standards of trust and safety, we verify the credentials of Users and the legitimacy of Organisations using robust verification processes.
- 1.8. **Shift Management:** Our tools allow for efficient tracking, updating withdrawal and cancellation of shifts, providing Users and Organisations with dynamic control over scheduling.
- 1.9. **Analytics and Reporting:** We provide Organisations with valuable insights into shift performance and User engagement, enabling data-driven decision-making to enhance operational efficiency.

- 1.10. Support Services: Our dedicated support team is available to assist both Users and Organisations with any queries or issues, ensuring a smooth user experience across our platform.
 - 1.11. Agreement to Terms and Privacy Policy: By registering with the AirACE application, you agree to be bound by these Terms and Conditions and consent to the handling of your personal information as described in our Privacy Policy. It is important that you read and understand these documents before completing your registration.
2. The Application is operated by AirACE Pty Ltd (ACN 666 170 056). Access to and use of the Application, or any of its associated Products or Services, is provided by AirACE Pty Ltd. Please read these terms and conditions (Terms) carefully. By using, browsing and/or reading the Application, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Application, or any of Services, immediately.
 3. AirACE Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When AirACE Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.
4. **Acceptance of the Terms**
 - 4.1. You accept the Terms and consent to our Privacy Policy by:
 - 4.1.1. Remaining on the Application, or;
 - 4.1.2. Selecting "Register" during the registration process, or;
 - 4.1.3. Clicking to accept or agree to the Terms where this option is made available to you by AirACE Pty Ltd in the user interface.
5. **Registration to use the Services**
 - 5.1. To register and maintain your use of the Services, you are required to provide the following personal information, which will be used as described in our Privacy Policy:
 - (i) Email Address: For account setup and communications
 - (ii) Contact Number: For verification and urgent communications
 - (iii) Password: To secure your account access
 - (iv) Profile Image: Required for organisational staff to recognise and verify the individual arriving for a scheduled shift

- (v) Work Experience: To vet your qualifications and match you with appropriate job opportunities based on your professional background
- (vi) Bank Details: For processing payments for services rendered
- (vii) National Police Clearance: To ensure safety and compliance with regulatory requirements
- (viii) Evidence of Vaccination (Optional as of October 2024): While not mandatory, it may be requested based on future regulatory requirements or changes in public health policies
- (ix) Other Details: As may be required to enhance your service experience or comply with legal obligations

5.2. Data Processing Consent:

- (i) By registering for the Services, you explicitly consent to the collection, storage, and use of your personal information as described above.
- (ii) Consent Management:
 - Any withdrawal or modification of consent will be processed within 14 days of receiving the request.
 - Please note that withdrawing consent for essential data (e.g., bank details or police clearance) may impact our ability to provide Services.
- (iii) Withdrawal Process
 - To withdraw consent, submit a request through your account or contact us directly at support@airace.com.au
 - You will receive confirmation once your request has been processed.

5.3. You warrant that any information you give to AirACE Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.

5.4. Once you have completed the registration process, you will be a registered user of the Application and agree to be bound by the Terms

5.5. To register for and maintain an Account, you must hold a valid and active Australian Business Number (ABN), as this is necessary for contractual and payment processes. Your ABN must be provided during the registration process and will be verified. You acknowledge that:

- (i) AirACE Pty Ltd may verify your ABN status with relevant authorities;
- (ii) you must maintain an active ABN status throughout your membership;
- (iii) access to shifts, job listings, and the ability to apply for positions is contingent upon having an active ABN;
- (iv) your Account may be suspended or terminated if your ABN becomes inactive or is cancelled;

- (v) you must declare whether your ABN is registered for GST during the registration process;
- (vi) if you do not indicate that your ABN is registered for GST, it will be assumed that your ABN is not GST-registered, and consequently, GST will not be included in any payments made to you; and
- (vii) you must immediately update your GST registration status on the Application if there are any changes to your GST registration status.

5.6. You must promptly update your GST registration status on the Application if there are any changes. Additionally, you are required to notify AirACE Pty Ltd of any changes by emailing support@airace.com.au to ensure accurate processing of all financial transactions. Failure to update this information may result in processing delays or errors.

5.7. Failure to respond to AirACE Pty Ltd's ABN verification requests within 10 business days will result in the suspension of your account until verification is completed. Repeated non-compliance with verification requirements may result in permanent account termination.

6. The Application is operated by AIR ACE PTY LTD (ACN 666 170 056). Access to the use of the Application, or any of its associated Products or Services, is provided by AIR ACE PTY LTD. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Application, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Application, or any of Services, immediately.

7. AIR ACE PTY LTD reserves the right to review and change any of the Terms by updating this page at its sole discretion. When AIR ACE PTY LTD updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

8. **Shift Management and Ratings**

Users will only receive payment for shifts they have physically attended and completed. Payment will be calculated based on actual hours worked and verified by the facility. No refunds will be provided to users under any circumstances. Users are only entitled to payment for shifts they have completed according to the rates schedule.

Each completed shift will be subject to a performance rating by the facility. These ratings contribute to the user's overall platform rating.

Users may withdraw from previously accepted shifts; however, such withdrawals will result in automatic rating decreases according to the following schedule:

- Withdrawals with 0-3 hours' notice: Rating decreases by 2;
- Withdrawals with 3-6 hours' notice: Rating decreases by 1;
- Withdrawals with more than 6 hours' notice: Rating decreases by 0.

User ratings are crucial for platform access and shift availability. Low ratings resulting from shift withdrawals or poor performance may:

- Affect the user's ability to secure future shifts;
- Impact the user's standing on the platform;
- Influence shift allocation priority;
- Lead to account review or potential suspension in cases of repeated withdrawals or consistently low ratings.

Appeals for Rating Decreases

Users may appeal rating decreases through the platform's formal review process within 7 days of the rating change. Appeals must include supporting documentation and legitimate reasons for the shift withdrawal.

Valid grounds for appeals may include:

- Verified medical emergencies or health conditions;
- Documented family emergencies;
- Demonstrable transport system failures or accidents;
- Facility scheduling errors or miscommunications;
- Verifiable technical platform malfunctions affecting shift management or notifications;
- Documented system outages or connectivity issues affecting service delivery;
- Documented system access issues with verified attempts to contact support within 24 hours of the scheduled shift.

Successful appeals may result in rating restoration based on the validity and sufficiency of the evidence provided.

9. You warrant that any information you give to AIR ACE PTY LTD in the course of completing the registration process will always be accurate, correct and up to date.

10. Once you have completed the registration process, you will be a registered member of the Application (**User**) and agree to be bound by the Terms.

11. **Your obligations as a User**

11.1. As a User, you agree to comply with the following:

11.1.1. you will use the Services only for purposes that are permitted by:

- (i) the Terms; and
- (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

11.1.2. you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;

11.1.3. any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify AIR ACE PTY LTD of any unauthorised use of your password or email address or any breach of security of which you have become aware;

11.1.4. access and use of the Application is limited, non-transferable and allows for the sole use of the Application by you for the purposes of AIR ACE PTY LTD providing the Services;

11.1.5. you will not use the Services or the Application in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of AIR ACE PTY LTD;

11.1.6. you will not use the Services or Application for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Application;

11.1.7. you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Application without notice and may result in termination of the Services. Appropriate legal action will be taken by AIR ACE PTY LTD for any illegal or unauthorised use of the Application; and

11.1.8. you acknowledge and agree that any automated use of the Application or its Services is prohibited.

12. **Payment**

12.1. All payments made in the course of your use of the Services are made using Stripe, Paypal and/or MYOB. In using the Application, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree

to be bound by the Stripe, Paypal and/or MYOB terms and conditions which are available on their website.

- 12.2. You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- 12.3. You agree and acknowledge that AIR ACE PTY LTD can vary the booking and services fees at any time.
- 12.4. **Payment Rates and Schedule**
 - (i) All payments for services provided through the Application will be made by AirACE Pty Ltd according to the established current Rates Schedule;
 - (ii) AirACE Pty Ltd reserves the right to modify the rates schedule with reasonable notice to users;
 - (iii) Payments will be processed and transferred to your nominated bank account according to the payment schedule specified in the Application;
 - (iv) All payments are subject to verification of completed shifts and approval by the relevant facility;
 - (v) Payments will be made after any applicable statutory deductions, platform fees or other charges as specified in these Terms or the current rates schedule.

13. **Refund Policy**

- 13.1. AIR ACE PTY LTD will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of AIR ACE PTY LTD makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (**Refund**).
- 13.2. Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the *Australian Consumer Law*.

14. **Copyright and Intellectual Property**

- 14.1. The Application, the Services and all of the related products of AIR ACE PTY LTD are subject to copyright. The material on the Application is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Application (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by AIR ACE PTY LTD or its contributors.
- 14.2. All trademarks, service marks and trade names are owned, registered and/or licensed by AIR ACE PTY LTD, who grants to you a worldwide, non-exclusive, royalty-free, revocable

license whilst you are a User to:

- (i) use the Application pursuant to the Terms;
- (ii) copy and store the Application and the material contained in the Application in your device's cache memory; and
- (iii) print pages from the Application for your own personal and non-commercial use; and
- (iv) use the Application solely for your personal, non-commercial purposes and not for any business or commercial activities.

AIR ACE PTY LTD does not grant you any other rights whatsoever in relation to the Application or the Services. All other rights are expressly reserved by AIR ACE PTY LTD.

You must not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Application or any part of the Services. Any attempt to sublicense, transfer, or commercially exploit the Application or Services without AirACE Pty Ltd's express written consent is strictly prohibited.

You acknowledge and agree that all content, including but not limited to text, graphics, logos, user interfaces, audio clips, video clips, and computer code appearing on or generated through the Application or Services, is the exclusive property of AirACE Pty Ltd and is protected by Australian and international intellectual property laws.

14.3. AIR ACE PTY LTD retains all rights, title and interest in and to the Application and all related Services. Nothing you do on or in relation to the Application will transfer any:

- (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright; or
- (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
- (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

14.4. You may not, without the prior written permission of AIR ACE PTY LTD and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Application, which are freely available for re-use or are in the public domain.

14.5. By submitting, posting, or displaying any content on or through the Application ("User Content"), you grant AirACE Pty Ltd a worldwide, non-exclusive, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such

User Content for the purposes of providing and improving the Services. You represent and warrant that you have all rights, power, and authority necessary to grant the rights granted herein to any User Content that you submit.

15. Privacy

- 15.1. AIR ACE PTY LTD takes your privacy seriously and any information provided through your use of the Application and/or Services are subject to AIR ACE PTY LTD's Privacy Policy, which is available to users.
- 15.2. AirACE Pty Ltd reserves the right to modify, update, or change its Privacy Policy from time to time. Users will be notified of any material changes to the Privacy Policy and continued use of the Application after such changes constitutes acceptance of the updated Privacy Policy.
- 15.3. In collecting and handling your personal information, AirACE Pty Ltd:
 - (i) collects personal information for the primary purpose of providing the Services, including identity verification, shift matching, and payment processing;
 - (ii) implements industry-standard security measures to protect your personal information from unauthorised access, modification, or disclosure;
 - (iii) provides you with the right to access, correct, or request deletion of your personal information by contacting our Privacy Officer;
 - (iv) will only share your personal information with third parties where necessary for providing the Services or as required by law;
 - (v) retains your personal information only for as long as necessary to provide the Services or as required by Australian law; and
 - (vi) obtains explicit consent for data processing activities and provides clear mechanisms for users to modify or withdraw consent through the App's privacy settings.

16. General Disclaimer

- 16.1. Nothing in these Terms limits or excludes any guarantees, warranties, representations, or conditions that are expressly provided by law, including but not limited to those under the Australian Consumer Law (ACL) or other applicable legislation, which cannot be lawfully limited or excluded.
- 16.2. Subject to this clause, and to the extent permitted by law:
 - (i) any guarantees, warranties, representations, or conditions that are not explicitly stated in these Terms are excluded;
 - (ii) No additional promises, whether implied by statute, common law, or otherwise, apply to the use of the Services or these Terms; and

- (iii) AirACE Pty Ltd will not be liable for any special, indirect, incidental, or consequential loss or damage, including (but not limited to) loss of profit, revenue, business opportunities, or goodwill, arising out of or in connection with the Services or these Terms. This includes, but is not limited to, losses resulting from the inability to use the Services or delays in their provision, except where such loss or damage is reasonably foreseeable as a direct result of our failure to comply with an applicable Consumer Guarantee. Liability is excluded to the fullest extent permitted by law, regardless of whether the claim arises under contract, tort (including negligence), equity, statute, or any other legal theory.

16.3. Use of the Application and the Services is at your own risk. Everything on the Application and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of AIR ACE PTY LTD make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of AIR ACE PTY LTD) referred to on the Application. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (ii) the accuracy, suitability or currency of any information on the Application, the Services, or any of its Services related products (including third party material and advertisements on the Application);
- (iii) costs incurred as a result of you using the Application, the Services or any of the products of AIR ACE PTY LTD; and
- (iv) the Services or operation in respect to links which are provided for your convenience.

17. Limitation of liability

17.1. AIR ACE PTY LTD's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

17.2. You expressly understand and agree that AIR ACE PTY LTD, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to,

any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

- 17.3. You expressly acknowledge and agree that shall not be liable for any loss or damage arising from your failure to comply with these Terms or to take all necessary precautions to ensure that any material you may download or otherwise obtain through your use of the Application is free of viruses or other harmful components.
- 17.4. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement. To the fullest extent permitted by law, our liability for a breach of a non-excludable guarantee referred to above is limited, at our option, to: (a) in the case of services, the supply of the services again or payment of the cost of having the services supplied again.
- 17.5. You acknowledge and agree that AirACE Pty Ltd shall not be liable for any interruption, delay, or failure to perform arising from circumstances beyond our reasonable control, including but not limited to acts of nature, power failures, server outages, third-party service disruptions, or telecommunications breakdowns. This limitation applies to the maximum extent permitted by applicable law and shall survive any termination or expiration of these Terms.

18. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of AIR ACE PTY LTD. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, AIR ACE PTY LTD will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

19. Termination of Contract

- 19.1. The Terms will continue to apply until terminated by either you or by AIR ACE PTY LTD as set out below.
- 19.2. If you want to terminate the Terms, you may do so by:
 - (i) providing AIR ACE PTY LTD with 7 days' notice of your intention to terminate; and
 - (ii) closing your accounts for all of the services which you use, where AIR ACE PTY LTD has made this option available to you.

Your notice should be sent, in writing, to AIR ACE PTY LTD via the 'Contact Us' link on our homepage.

- 19.3. AIR ACE PTY LTD may at any time, terminate the Terms with you if:
- (i) you have committed a material breach of the Terms, and where such breach is capable of being remedied, you have failed to remedy the breach within 14 days after receiving written notice from AirACE Pty Ltd specifying the breach.
 - (ii) AIR ACE PTY LTD is required to do so by law;
 - (iii) the provision of the Services to you by AIR ACE PTY LTD is, in the opinion of AIR ACE PTY LTD, no longer commercially viable.
 - (iv) the user fails to pay any fees or charges associated with the Services when due;
- 19.4. Subject to local applicable laws, AIR ACE PTY LTD reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Application or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts AIR ACE PTY LTD's name or reputation or violates the rights of those of another party.

20. Indemnity

You agree to indemnify and hold harmless AirACE Pty Ltd, its affiliates, employees, agents, contributors, third-party content providers, and licensors (collectively, "Indemnified Parties") from and against all actions, suits, claims, demands, liabilities, costs, expenses, losses, and damages (including legal fees on a full indemnity basis) incurred or suffered as a result of:

20.1. Your Content

- (i) Any content you submit, upload, transmit, or otherwise make available through the Application that:
 - Infringes any third-party rights (including intellectual property, privacy, or publicity rights);
 - Violates any applicable laws, regulations, or guidelines; and
 - Is false, misleading, defamatory, or harmful.

20.2. Your Use of the Application:

- (i) Any direct or indirect consequences arising out of or in connection with:
 - Your access to, use of, or transactions made via the Application; and
 - Any unauthorised or improper use of the Application by you or anyone using your account credentials.

20.3. Breach of Terms:

Any breach or alleged breach of these Terms by you, including but not limited to violations of our Acceptable Use Policy, Privacy Policy, or any other guidelines incorporated herein.

20.4. Third-Party Claims:

Any claim made by a third party due to your actions or omissions, including interactions with other users, Organisations, or employees facilitated through the Application.

This indemnity applies to all claims regardless of whether they are caused by negligence, omission, or willful misconduct, and survives the termination or expiration of these Terms.

21. Dispute Resolution

21.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

21.2. Notice:VA party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

21.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (i) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (ii) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by Resolution Institute;
- (iii) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation; and that the
- (iv) The mediation will be held in Melbourne, Australia.

21.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

21.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

21.6. The Parties agree that any legal action arising out of or relating to these Terms must be filed within one (1) year after the cause of action arose, otherwise, such cause of action is permanently barred.

21.7. Online Mediation:

Where both Parties agree, the mediation may be conducted through video conferencing or other online platforms approved by the mediator. The Parties must ensure they have adequate technical capabilities to participate in online mediation, and the chosen platform must maintain the confidentiality standards outlined in these Terms. Technical requirements and protocols for online mediation must be agreed upon at least 5 days before the scheduled session.

21.8. Mediation Preparation:

At least 3 days before the scheduled mediation, each Party must provide to the mediator and the other Party:

- (i) a brief written summary of their position;
- (ii) key documents supporting their case; and
- (iii) a list of all participants attending the mediation, including their roles and authority levels for settlement.

Failure to comply with these requirements may result in the mediator postponing the session until such requirements are met.

21.9. Technical Documentation:

Each Party must submit detailed technical specifications of their video conferencing capabilities at least 5 days before any scheduled online mediation, including:

- (i) minimum bandwidth requirements;
- (ii) backup communication channels; and
- (iii) contingency plans for technical failures.

The mediator may require a technical test session before the formal mediation to verify all systems meet the required standards for effective participation.

21.10. Technical Contingencies:

In the event of technical failures during online mediation, the following protocols apply:

- (i) if the disruption lasts more than 15 minutes, the mediator may reschedule the affected portion of the session;
- (ii) each Party must provide a backup communication method; and

- (iii) if technical issues prevent meaningful participation, the mediator must suspend the session until the issues are resolved or alternative arrangements are made.

The Party experiencing technical difficulties must notify all participants immediately via the agreed backup communication channel.

22. **Venue and Jurisdiction**

The Services offered by AIR ACE PTY LTD is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Application, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

23. **Governing Law**

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

24. **Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.