

Accurium – General Terms and Conditions

Last Updated: 9 September 2023

1. BACKGROUND

1.1 These Terms and Conditions of Accurium Pty Ltd (ABN 13 009 492 219) of Level 8, 1 Chifley Square, Sydney NSW 2000 (**Accurium**) apply to Certificate Clients and Education Services Clients in relation to governing the:

- (a) Certificate Services; and
- (b) Education Services,

but excluding the Accurium Helpdesk Services.

1.2 By registering and logging into the Certificate Portal (where applicable), Education Portal (where applicable) or Website, Clients and any of their nominated representatives are deemed to accept and be bound by these Terms and Conditions as well as the general Conditions of Use (**Conditions of Use**) of the Website.

1.3 Clients should read these Terms and Conditions along with the Website Conditions of Use, Privacy Policy and any other terms, notices or disclaimers contained elsewhere on the Website carefully before registering for our Services. Clients may review the most current version of these Terms and Conditions at any time through the Website.

2. DEFINITIONS

2.1 In these Terms and Conditions, the words defined below as well as words in brackets and bolded are defined terms:

- (a) **Active Certificate Client** means an Office who has met our Minimum Certificate Order Requirements and is not acquiring Certificate Services from an alternative Certificate provider.
- (b) **Administrator** means a person nominated by an Office to have administrative functionality in relation to Certificate Portal access, including the right to add new Users and amend payment details.
- (c) **Accurium Helpdesk Client** means an Office who accesses Accurium Helpdesk Services.
- (d) **Accurium Helpdesk Services** means the "Accurium Helpdesk" subscription services and member-only website as governed by Accurium – Accurium Helpdesk Terms and Conditions.
- (e) **Business Day** means a day that is not a Saturday, Sunday or declared public holiday in Tasmania.
- (f) **Certificate Services** includes, but is not limited to, an actuarial certificate supplied by Accurium via the Certificate Portal for the purpose of section 295-390(4) of the Income Tax Assessment Act 1997 and actuarial certificate related phone or email support.
- (g) **Certificate Client** means an Office who accesses our Certificate Services.
- (h) **Certificate Portal** means our customer portal used by Offices to access the Certificate Services via the Accurium website.

- (i) **Certificate User** means an individual, relating to an Office, who registered on the Certificate Portal to use Certificate Services. Each User has a unique login and password for the Certificate Portal.
- (j) **Client** means a Certificate Client, and/or Education Services Client, as the context requires.
- (k) **Education Portal** means our customer portal used by Education Services Clients to access the Education Services via the Accurium website.
- (l) **Education Services** means the provision of training and professional development events provided by Accurium including, but not limited to, live or on-demand, in-person or online events, webinars, webclass, workshop, modules, courses, articles, research papers, or other services as offered from time to time. Accurium may also provide recordings, presentation slides, papers, and other materials as part of the service.
- (m) **Education Services Client** means an Office, or an individual in their personal capacity, who accesses our Education Services.
- (n) **Education User** means an individual, who registered on the Education Portal to use Education Services. Each User has a unique login and password for the Education Portal.
- (o) **Minimum Certificate Order Requirements** means the minimum certificate order requirements considered by Accurium (in its sole and absolute discretion) to be sufficient for Accurium to grant an Office access to Services.
- (p) **Office** means a person (or persons) who accesses our Services. An Office may be an Accurium Helpdesk Client (in respect of Education Services), Education Services Client, and/or a Certificate Client, as the context requires.
- (q) **Privacy Policy** means the policy of Accurium, available on the Website, which sets out how Accurium will collect, use and disclose personal information.
- (r) **Services** means Certificate Services and/or Education Services or other goods and services offered by Accurium via the Certificate Portal, Education Portal, Website, or otherwise from time to time, but does not include Accurium Helpdesk Services.
- (s) **User** means an Education User or a Certificate User.
- (t) **Website** means the Accurium website, www accurium.com.au.

3. THE CERTIFICATE PORTAL

- 3.1 To become a Certificate User, a person (either individually or on behalf of an Office) must complete the registration details in the manner described on the Certificate Portal. Subject to clause 3.2 registration and access to the Certificate Portal is non-transferable.
- 3.2 Accurium may from time to time merge or transfer registrations in its absolute discretion, for instance where there are multiple Certificate User registrations for a single Office or where two Offices have merged.
- 3.3 The Certificate User may create separate user profiles for representatives of an Office, including a director, officer, employee, agent, contractor or professional adviser (**Representative**) to enable access to the Certificate User's account using a unique identification code and password (**User ID**).

- 3.4 Accurium reserves the right to introduce or vary any fees or payments associated with the Certificate Portal at any time. Goods and services purchased through the Certificate Portal are also subject to specified fees.
- 3.6 Each Certificate User is permitted to access and use the Certificate User's dashboard and any other dashboard within the Certificate Portal which display the Certificate User's transactions (**Certificate Records**) via the Certificate Portal and allow the Certificate User to:
- (a) view all Certificate and other applications for Certificate submitted to Accurium by the Certificate User;
 - (b) review the status of Certificate applications;
 - (c) save incomplete Certificate applications for future retrieval;
 - (d) view details of each submitted application, including which User profile submitted the Certificate application (if applicable);
 - (e) apply for a Certificate amendment or update to an existing application;
 - (f) retrieve the final versions of Certificates and other documents ordered via the Certificate Portal;
 - (g) retrieve invoices or receipts relating to the Certificate User;
 - (h) arrange recurring transactions to pre-fill information for the next financial year or to reflect amendments or updates;
 - (i) through the "My Account" feature, invite other people to access the Certificate Portal; and
 - (j) access other facilities provided by Accurium on the Certificate User's dashboard and any other dashboard within the Certificate Portal from time to time.
- 3.8 Each Office may appoint a person with special administrative access (**Administrator**) to the Certificate Portal. The Administrator is permitted to, in respect of that Office:
- (a) administer all User IDs, add or revoke additional Users or Administrators;
 - (b) manage registration details, including contact information, email addresses, postal addresses, the Certificate User's corporate name and ABN, and any other information required by Accurium from time to time; and
 - (c) manage paid and unpaid invoices in respect of the User, including registered credit card information for the purposes of payments via the Payment Express facility.

4. THE EDUCATION PORTAL

- 4.1 To become an Education User, a person must complete the registration details in the manner described on the Education Portal. Registration and access to the Education is non-transferable.

- 4.2 Accurium reserves the right to introduce or vary any fees or payments associated with the Education Portal at any time. Services purchased through the Education Portal are also subject to specified fees.
- 4.3 Each Education User is permitted to access and use the Education User's account and any other dashboard within the Education Portal which displays the Education User's transactions (**Education Records**) via the Education Portal and allow the Education User to:
- (a) view Education Services purchased from Accurium by the Education User for the period whilst the Education User has access to those Education Services;
 - (b) view CPD certificates (where applicable) for completed Education Services;
 - (c) purchase a ticket to Education Services;
 - (d) retrieve invoices or receipts relating to the Education User;
 - (e) access other facilities provided by Accurium on the Education User's account and any other dashboard within the Education Portal from time to time.

5. SECURITY

- 5.1 The Office is solely responsible for the use, supervision, management, and control of the Certificate Records accessed via their account, and/or their Certificate User's account. The Office must ensure that the Certificate Records are protected at all times from any form of unauthorised access, use or disclosure.
- 5.2 The Office must take all reasonable steps to avoid unauthorised access to, or use of, the Certificate Portal, including by implementing appropriate internal policies and procedures regarding security.
- 5.3 The Office is responsible for the confidentiality of accounts, User IDs and passwords (including but not limited to changing passwords from time to time and not releasing the information to third parties). The Office must notify Accurium immediately if the Office becomes aware of, or has any reason to believe, that there is any unauthorised use of a Certificate User's account or any other breach of security including but not limited to where any account, User ID or password has been lost, stolen or otherwise compromised.
- 5.4 Accurium reserves the right to suspend access or change access to a Certificate User's account upon notification by or on behalf of the Office (or via its own investigations) that any account, User ID or password has been lost, stolen or otherwise compromised.
- 5.5 Each Office and Certificate User acknowledges and accepts that any person accessing the Certificate Portal leaves an auditable trail, including:
- (a) the date, time and duration of access; and
 - (b) the Certificate Records viewed,
- and Accurium reserves the right to conduct audits in relation to access to the Certificate Portal from time to time, including as to whether or not any document accessed was printed, saved or transmitted.

5.6 Each Education Services Client acknowledges and accepts that accessing Education Services may leave an auditable trail, including:

- (a) the date, time and duration of access to an Education Service; and
- (b) the Education Records viewed,

and Accurium reserves the right to conduct audits in relation to access to Education Services from time to time, including as to whether or not any Education Service accessed was printed, saved or transmitted.

6. SERVICES

6.1 Certificate Services

- (a) Accurium will prepare and supply the relevant Certificate Service within the time specified on the Website or the Certificate Portal (or a reasonable time if no time is specified), in reliance on the information submitted by an Office during the application process.
- (b) Once an application is made for a Certificate Service, an Office cannot cancel the application or assign its interests under these Terms and Conditions without Accurium's express consent.
- (c) For the avoidance of doubt, Accurium may in its absolute discretion vary the Certificate Services offered from time to time. The available Certificate Services will be specified on the Website or Certificate Portal (as appropriate).

6.2 Education Services

- (a) Accurium will provide the relevant Education Service within the time specified on the Website or Education Portal. If a live Education Service is postponed we will provide written notification and reschedule the Education Service and if an Education Services Client is unable to attend live at the new date/time they will be provided with the recording, presentation slides, and other relevant material from the live event. Requests for refunds where an Education Services Client is unable to attend the event on the new date/time will be considered by Accurium in its absolute discretion. In the unlikely situation that a live Education Service is cancelled we will refund the Education Services Client the full cost of the purchase.
- (b) Recordings and on demand Education Services will be available for 90 days post the live event or on demand purchase, unless otherwise stated, after which time, access may no longer be available.
- (c) Education Services may be provided for Active Certificate Clients, Accurium Helpdesk Clients, and other groups of Clients from time to time at Accurium's discretion, at a discounted rate. Accurium may, in its absolute discretion, vary the discount rate provided to Clients from time to time.
- (d) For the avoidance of doubt, Accurium may, in its absolute discretion, vary the Education Services offered and/or the Fees charged from time to time. The available Education Services will be specified on the Website or Education Portal (as appropriate).

- (e) Each Education Services Client will be entitled to one ticket only to access each Education Service for which they purchase a ticket. Each ticket holder will be provided with a unique session ID to join the Education Service which cannot be disclosed, forwarded, or distributed to any other individual without Accurium's written consent. Only the paid ticket holder may access the Education Service. No other individual will be authorised to access the relevant Education Service unless a ticket has been purchased and a unique session ID has been provided to that individual.

7. PAYMENT

- 7.1 For the avoidance of doubt, each Certificate Client is responsible for the payment of all Certificate Fees. Unless otherwise agreed by Accurium in writing, the amounts payable for the relevant Certificates Service (**Certificate Fees**) are specified on the Website or the Certificate Portal and are **payable by the Certificate Client**:
 - (a) immediately upon placement of any order, by credit card;
 - (b) within fourteen (14) days of receipt of a tax invoice, generated upon delivery of the Service by Accurium, and addressed to either the Office or a trustee;
 - (c) if a bulk billing facility has been agreed with Accurium, within fourteen (14) days of receipt of a tax invoice statement, generated at the end of each calendar month, and addressed to the Office; or
 - (d) at its absolute discretion, Accurium may agree alternative payment terms with an Office.
- 7.2 The Office acknowledges and accepts that any credit card information provided by the Office in the Certificate Portal in accordance with clause 6.1(a) will be collected the by Windcave facility and is subject to, but not limited to, the terms and conditions available at the Windcave website.
- 7.3 For the avoidance of doubt, each Education Services Client is responsible for the payment of all Education Service Fees. Unless otherwise agreed by Accurium, the amounts payable for the relevant Education Service (**Education Service Fees**) are specified on the Website or Education Portal and are payable by the Education Services Client immediately upon placement of any order, by credit card. At its absolute discretion, Accurium may agree alternative payment terms with an Education Services Client or Office.
- 7.4 In the event of unauthorised access to an Education Service Accurium reserves the right to charge any additional person(s) fees associated with the unauthorised access to the Education Service.
- 7.5 The Education Services Client acknowledges and accepts that any credit card information provided by the Education Services Client in accordance with clause 6.3 will be collected the by Stripe facility and is subject to, but not limited to, the terms and conditions available at the Stripe website.
- 7.6 Any cancellations or refund requests for an Education Service on a ticket holder's behalf must be requested to accounts@accurium.com.au. A full refund will be provided where the cancellation is requested within 3 business days of purchase. A 15% cancellation fee may apply to any requests after this time. We will not issue a refund for a live Education Service where a purchase is made within 48 hours of the

start time of that Education Service. After an approved cancellation the ticket holder's unique session ID will be classified as 'unauthorised' and charges will apply should an individual attend the Education Service with that unauthorised session ID.

- 7.7 If the Office does not pay the Certificate Fees or Education Service Fees within the specified timeframe, then without prejudice to any other right or remedy available to Accurium, Accurium may:
- (a) withhold any Services ordered until such default is corrected;
 - (b) reject any further orders from the Office until such default is corrected;
 - (c) charge the Office interest on the unpaid amount at the interest rate of the Reserve Bank of Australia cash rate plus 2 percentage points per annum, compounded daily, until payment is received in full. The Office must pay the interest (if any) to Accurium within fourteen (14) days of receipt of a written demand from Accurium;
 - (d) contract a debt collection agency to pursue the Office for unpaid amounts; and/or
 - (e) terminate or suspend access to the Certificate Portal in whole or in part in accordance with clause 8.1.
- 7.8 Accurium may vary the Certificate Fees or Education Service Fees from time to time in its absolute discretion, such variations to take effect one month from the date that the revised Certificate Fee or Education Service Fee being specified on the Website, Education Portal or Certificate Portal.
- 7.9 To the extent permitted by law, Accurium may, in its absolute discretion, decide to accept or reject a refund request or payment change request. No refunds will be given for change of mind.

8. ACKNOWLEDGMENTS

- 8.1 Each Office acknowledges that:
- (a) Accurium is not responsible for any problems, failures or technical malfunctions of any telephone lines or networks, online computer systems, servers or providers, computer equipment, software, or any other object or material, related to the Office's use of the Certificate Portal;
 - (b) no data transmission over the internet can be guaranteed as totally secure and any information the Office submits via the Certificate Portal is transmitted at the Office's own risk;
 - (c) the Services are provided on an "as is" basis with all faults and without warranty of any kind to the extent permitted by law;
 - (d) the Office is solely responsible for any and all activities and transactions performed under the Office's account, including by or on behalf of any Representative;
 - (e) we may monitor activity on the Website and/or Certificate Portal for purposes including (but not limited to) customer support, release testing, fraud detection and related activities;
 - (f) Accurium does not make any warranties or representations as to the accuracy, currency, adequacy, completeness or availability of the Services, Website or Certificate Portal, access to or use of the Services, Website or Certificate Portal being uninterrupted, timely, secure, error-free or continuing for any period of time, or the Services, Website or Certificate Portal meeting an Office's specific requirements; and

- (g) Accurium is in no way responsible or liable to the Office in respect of any loss or damage caused to the Office for decisions made on the basis of the Office's Certificate Records.

8.2 Each Education Services Client acknowledges that:

- (a) Accurium is not responsible for any problems, failures or technical malfunctions of any telephone lines or networks, online computer systems, servers or providers, computer equipment, software, or any other object or material, related to the Website, Education Portal, or other platform used for the delivery of an Education Service;
- (b) no data transmission over the internet can be guaranteed as totally secure and any information the Education Services Client submits via the Website or Education Portal is transmitted at the Education Services Client's own risk;
- (c) the Education Services are provided on an "as is" basis with all faults and without warranty of any kind to the extent permitted by law;
- (d) the Education Services Client is solely responsible for any and all activities and transactions performed on the Website or Education Portal in respect to accessing Education Services;
- (e) Accurium does not make any warranties or representations as to the accuracy, currency, adequacy, completeness or availability of the Education Service, access to or use or use of the Education Service being uninterrupted, timely, secure, error-free or continuing for any period of time, or the Education Service meeting a Client's specific requirements; and
- (f) Accurium is in no way responsible or liable to the Education Services Client in respect of any loss or damage caused to the Education Services Client for decisions made on the basis of accessing the Education Service or Education Records.

8.3 Any content received from accessing an Education Service is protected by copyright under the Copyright Act 1968 (Cth) and may not be copied, reproduced, distributed, published, displayed, performed, modified, used to create derivative works, transmitted, or in any way exploited, except for internal purposes within an Office, nor may any part of the content be distributed over any network, sold or offered for sale, without Accurium's written consent.

8.4 The Office or Education Services Client must ensure that the information supplied by them (including any credit card details) are at all times up to date, accurate and not misleading. Accurium relies on the accuracy and completeness of information submitted by or on behalf of the Office in the delivery of the Services.

9. TERMINATION

9.1 Without limitation to any other right or remedy it may have, Accurium reserves the right to terminate or suspend access to the Certificate Portal in whole or in part, or to a Service, at any time without notice and without giving any reason. Accurium may suspend access to the Certificate Portal or a Service if:

- (a) we detect that suspicious activity has occurred or is occurring in relation to use of the Website, Education Portal or Certificate Portal;
- (b) an Office defaults in payment of fees;

- (c) an Office breaches these Terms and Conditions and does not rectify the breach upon being notified to do so; and
 - (d) Accurium determines any information submitted is inaccurate, incomplete and/or misleading and the Office does not immediately take steps to rectify the inaccuracy, incompleteness and/or misleading nature of information.
- 9.2 An Office may terminate their access to the Certificate Portal or a Service at any time by contacting Accurium by telephone on 1800 203 123 or by email on act@accurium.com.au.
- 9.3 Where access to the Certificate Portal is terminated or suspended, the relevant Office must pay to Accurium any outstanding fees incurred by, or on behalf of, the relevant Office as at the date of termination or suspension (as applicable).
- 9.4 Termination of an Office's access to the Certificate Portal will not affect the accrued rights and remedies of either party.

10. RELEASE AND INDEMNITY

- 10.1 Accurium is in no way responsible for inaccurate or incomplete information supplied by an Office, User or Education Services Client. Accurium does not accept any responsibility for any use or misuse by an Office of Education Records or Certificate Records or content submitted by or on behalf of an Office, User or Education Services Client.
- 10.2 Each Office unconditionally releases Accurium from any liability, claims, demands or damages of any kind arising out of or in connection with any use of or access to the Certificate Portal by each Office or any action taken or reliance upon any information provided by or on behalf of each Office.
- 10.3 Each Education Services Client unconditionally releases Accurium from any liability, claims, demands or damages of any kind arising out of or in connection with any use of or access to a Education Service, or any action taken or reliance upon any information provided as part of a Education Service.
- 10.4 Each Office, User and Education Services Client indemnifies and holds harmless Accurium, its directors, officers, employees, agents (those indemnified) in respect of any loss, damage, costs or expenses suffered or incurred by those indemnified (including reasonable legal costs for investigating or defending any claim) related to or arising from:
- (a) a breach of these Terms and Conditions, the Conditions of Use or any applicable law;
 - (b) any defect in a Service as a result of inaccurate, incomplete, incorrect or otherwise defective information submitted by or on behalf of the relevant Office, User or Education Services Client;
 - (c) any unauthorised acts, fraud, wilful default, dishonesty or negligence of the relevant Office, User or Education Services Client; or
 - (d) any access to or use or misuse of the Certificate Records, Education Records or the Certificate Portal by the relevant Office.

11. LIMITATION OF LIABILITY

11.1 To the fullest extent permitted by law, Accurium disclaims:

- (a) all liability (including any indirect, special, incidental or consequential damage or loss) suffered or incurred by any person, whether directly or indirectly by reason of any use or misuse of, or reliance upon, the Website, Education Portal, Certificate Portal or any Service, or any of the information on the Website, Education Portal, Certificate Portal or a Service being inaccurate, incomplete, incorrect or misleading or deceptive, regardless of whether Accurium was aware or should have been aware of the possibility of such loss or damage; and
- (b) any express or implied term, condition, guarantee, statutory or other warranty relating to the Website, Education Portal, Certificate Portal or a Service, including but not limited to warranties and guarantees of acceptability, compliance with description, correspondence with sample, merchantability or fitness for purpose.

12. PRIVACY

12.1 For the purpose of this section:

Personal Information means all information about a person which is "personal information" as defined in the Privacy Legislation.

Privacy Legislation means the *Privacy Act 1998 (Cth)* and any other legislation, principles, industry codes and policies relating to the handling of Personal Information.

12.2 Each Office, User and Education Services Client must comply at all times with all Privacy Legislation in respect of Personal Information collected, used, disclosed or submitted via the Certificate Portal, Education Portal or Website.

12.3 Each Office, User and Education Services Client consents to Accurium using any information provided or submitted by or on behalf of the relevant Office via the Certificate Portal, Education Portal or Website, including any Personal Information, for the purpose of operating its business and for the purpose of offering goods and services to that Office, User or Education Services Client.

12.4 Each Office, User, or Education Services Client also acknowledges and agrees that:

- (a) Accurium may use any Personal Information submitted via the Certificate Portal, Education Portal or Website for statistical analysis and internal research purposes;
- (b) if an Office, User, or Education Services Client provides Accurium with Personal Information about third parties who are individuals:
 - (i) the Office, User or Education Services Client must ensure that the third parties are given information about the identity of Accurium and how Accurium handles Personal Information, including that they can contact Accurium to get access to their Personal Information; and
 - (ii) the Office, User or Education Services Client warrants that the third party has consented to the disclosure of its Personal Information to Accurium, and to receiving communications regarding Accurium's Services.

12.5 Each Office, User, or Education Services Client should also refer to the Accurium Privacy Policy for further information about how we collect, use, maintain and disclose Personal Information.

12.6 Accurium will not be liable for any loss or damage suffered or any claim or liability incurred as a result of a failure to comply with this clause 11.

13. GST

13.1 In this clause 12:

- (a) **GST Law** has the meaning in *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* and Regulations and any other similar or related Act or Regulation; and
- (b) **taxable supply, tax invoice, recipient, supplier and supply** have the same meaning as defined in the GST Law.

13.2 Unless otherwise provided for in these Terms and Conditions or stated on the Website, any amount payable pursuant to these Terms and Conditions is expressed exclusive of GST.

13.3 If a supply made pursuant to these Terms and Conditions (or otherwise through the Website, Education Portal or the Certificate Portal) is a taxable supply, the recipient shall pay to the supplier, an additional amount equal to any GST payable on that supply in addition to and at the same time as any other amount that may be payable by the recipient to the supplier for that supply pursuant to these Terms and Conditions, or otherwise on demand. The supplier will make available to the recipient a valid tax invoice in the form prescribed by the GST Law no later than ten (10) Business Days of such taxable supply.

14. INTELLECTUAL PROPERTY

14.1 Each Client acknowledges and agrees that all right, title and interest in and to the Services, Website, Education Portal or Certificate Portal (including the intellectual property rights subsisting in the Services, Website, Education Portal or Certificate Portal) vest in and belong to Accurium.

14.2 Clients do not, and will not, acquire any right, title or interest in any Services, Website, Education Portal or Certificate Portal or in any material or software which forms part of or is utilised in providing the Services, Website, Education Portal or Certificate Portal which at all times remains the exclusive property of Accurium.

14.3 Each Client agrees to use the Services, Website, Education Portal and/or Certificate Portal for internal business purposes only.

14.4 To the extent permitted by law, Clients have no right to, and agree not to, disassemble, reverse compile, reverse engineer, create derivative works or attempt to discover or modify in any way the underlying source code of the Services, Website, Education Portal or Certificate Portal or any software which forms part of or is utilised in providing the Services, Website, Education Portal or Certificate Portal.

14.5 Each Client must ensure that all employees using the Services, Website, Education Portal or Certificate Portal on behalf on an Office do so only in accordance with these Terms and Conditions. Accurium may, acting reasonably, prohibit particular employees from using the Services, Website, Education Portal or Certificate Portal and each Client must comply with any such prohibition.

15. GENERAL

- 15.1 Each party must do everything necessary or reasonably required by another party to give full effect to the purposes, and transactions contemplated by, these Terms and Conditions.
- 15.2 These Terms and Conditions may be amended by Accurium at any time, such amendments to take effect ten (10) Business Days after posting of the amendments on the Website.
- 15.3 Any notice required under these Terms and Conditions shall be served on an Office in writing to the email contact details nominated by that Office on registration.
- 15.4 Any notice required under these Terms and Conditions shall be served on an Education Services Client in writing to the email contact details nominated on registration to a relevant Education Service.
- 15.5 The relationship between the parties is and will remain that of independent contractors, and nothing in these Terms and Conditions constitutes the parties as partners or joint ventures or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.
- 15.6 Any waiver of any provision of these Terms and Conditions is ineffective unless it is in writing and signed by the party waiving its rights. The failure of any party to enforce at any time any of the provisions of these Terms and Conditions must not be interpreted as a waiver of such provision.
- 15.7 If any provision of these Terms and Conditions is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

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