

TERMS AND CONDITIONS

1. Definitions

- 1.1 Words used in this Agreement have the following meaning:
- Administration Fee** means the fee applicable to the Nominated Value as set out in the Schedule of Fees.
- Agreement** means this document.
- Application Form** means the page entitled %Application Form+to which these terms form part.
- Art Racks** means racks and shelves for the purpose of storing artwork.
- Attendance** in respect of Custodial Storage means any and each access of your safe unit upon an addition or removal to/of your goods or any request for us to access your goods by you.
- Awaiting Handover** means any Property that has been delivered to Reserve Vault Australia by a third party for a Customer or prospective Customer to be placed in a Box, Art Rack, Personal Safe, or Private Safe and contained within the Facility, until such time as that Property has been placed in a Box, Art Rack, Personal Safe, or Private Safe.
- Bullion Locker Safe** means any bullion locker safe or cabinet leased to Customers.
- Box** means a safe deposit box.
- CCTV** means closed-circuit television.
- CCTV Recording** means all video and audio information recorded by CCTV. **Customer** or **you** means the customer named in the Application Form.
- Deposit** means the deposit payable by the Customer set out in the Schedule of Fees current at the time of this Agreement.
- Electronic Digital Safe** means any electronic digital safe or cabinet leased to Customers.
- Facility** means the high security vault storage facility operated at the Premises.
- Floor Space** means any space or area within the Facility leased to Customers.
- High Security Safe** means any high security or fire resistant safe or cabinet leased to Customers
- Nominated Value** means the amount specified by you on the Application Form and approved by Reserve Vault Australia and, if applicable, its insurer in accordance with clause 16, and if no amount is specified, \$10,000.00.
- Personal Safe** means an Electronic Digital Safe, a High Security Safe, a Bullion Locker Safe, a Private Safe and/or a Tumbler Safe.
- Premises** mean Level B2, 102 Adelaide Street, Brisbane.
- Private Safe** means a safe belonging to the Customer which is held at the Floor Space.
- Property** means the contents stored by you in a Box, Art Rack, Personal Safe, Private Safe, and any goods that are within our custody but temporarily outside any of the aforementioned but within the Facility and any goods Awaiting Handover.
- Related Entity** has the meaning given to it in section 9 of the *Corporations Act 2001* (Cth).
- Registered Persons** means those persons appointed by you in accordance with clause 17.
- Reserve Vault Australia, we or us** means Reserve Vault Australia Pty Ltd ACN 154 626 285 or our Related Entities.
- Schedule of Fees** means our schedule of fees as updated by us from time to time.
- Services** means the leasing of Boxes, Personal Safes, Floor Space and Art Racks provided by us under this Agreement.

Term is the term starting on the Start Date and ending on the End Date or any extended Term.

Terms and Conditions means these terms and conditions.

Third Party means a third party who is independent of us but is nominated by us.

Tumbler Safe means any tumbler safe, tumbler bullion safe or cabinet leased to Customers.

- 1.2 Expressions used in the Application Form have a corresponding meaning in these Terms and Conditions unless the context requires otherwise.

2. Storage of Property

- 2.1 You may use our Facility to store Property, which you are legally entitled to store, in a Box, Bullion Locker Safe, Private Safe, Tumbler Safe, Electronic Digital Safe, High Security Safe or Art Rack, which is accessible only by you and your Registered Persons.
- 2.2 You may not store:
- liquids;
 - anything which is offensive in nature or illegal;
 - anything that has been declared dangerous or hazardous under the *Dangerous Goods Safety Management Act 2001* (Qld);
 - any dangerous, flammable, corrosive or perishable items;
 - weapons, regardless of whether or not they are in working order;
 - anything which may become a nuisance to any person;
 - any Property which you do not have full legal entitlement to store to the exclusion of third parties (for example property of another person, or property owned jointly with another person which is, or is likely to become, subject to a claim or dispute over ownership or entitlement);
 - any property the storage of which will make us subject to any liability or penalty;
 - anything that requires any special handling or storage to enable its safe or effective storage.
- 2.3 You warrant and agree that your Property left at the Facility complies with this clause 2.
- 2.4 If we become aware that Property is of a kind that contravenes this clause 2, we may remove it and deal with it as we consider appropriate in the circumstances. This may include destroying the Property or handing it to an appropriate authority. We will not be liable to you for any loss you incur as a result of taking such action, and you indemnify us in that regard.
- ### 3. Safe Deposit Box
- 3.1 There are a total of 3 keys made for the lock of each Box . you are provided with 2 keys and we maintain the other key. Your Box can only be accessed with the simultaneous operation of one of your keys and our key. We cannot access your Box without your key. You cannot access your Box without our key.
- 3.2 All keys remain our property.
- 3.3 You must:
- not make or arrange for any person to make a copy of your key;
 - not mark the key in any way;
 - ensure that both keys provided to you are not destroyed, damaged, lost or given to any person other than the Registered Persons.
- 3.4 On termination of this Agreement you must return both keys to us in good condition. We will refund the Deposit for both keys returned in good condition.

- 3.5** If a key is lost, damaged, destroyed or not returned to us on termination of the Agreement, your Deposit will be forfeited. We may also require you to pay any excess costs in relation to:
- (a) repairing or replacing the key;
 - (b) engaging a locksmith to open the Box; and
 - (c) changing the lock.

4. Electronic Digital Safes

- 4.1** If you store Property in an Electronic Digital Safe you:
- (a) acknowledge that:
 - (i) you have entered a combination of your own choosing into the locking mechanism of the Electronic Digital Safe at the commencement of this Agreement;
 - (ii) the Electronic Digital Safe is accessible with an emergency key held with the Third Party;
 - (b) must keep your security combination safe at all times;
 - (c) must not provide the combination to any party not authorised to access your Electronic Digital Safe.
- 4.2** If the emergency key is required to open an Electronic Digital Safe for any reason (including if you forget your combination or if the locking mechanism ceases to respond to your combination), both you and us will write to the Third Party to authorise the release of the key.
- 4.3** The Electronic Digital Safe will be opened with the key in the presence of a representative of the Third Party.
- 4.4** You must pay all costs relating to:
- (a) attendance of the Third Party representative;
 - (b) changing the locking mechanism and the emergency key, if applicable.

5. Bullion Locker Safes

- 5.1** There are a total of two keys made for the lock of each Bullion Locker Safe. You are provided with both keys. We cannot access your Bullion Locker Safe without your key.
- 5.2** All keys and the lock remain your property. Only locks provided by us may be used.
- 5.3** If a key is lost, damaged, or destroyed we may require you to pay all costs in relation to:
- (a) engaging a locksmith to open the Bullion Locker Safe; and
 - (b) changing the lock.

6. Tumbler Safes

- 6.1** If you store Property in a Tumbler Safe you:
- (a) acknowledge that:
 - (i) you have entered a combination of your own choosing into the locking mechanism of the Tumbler Safe at the commencement of this Agreement;
 - (ii) the Tumbler Safe is not accessible by us without your combination.
 - (b) must keep your security combination safe at all times;
 - (c) must not provide the combination to any party not authorised to access your Tumbler Safe.
- 6.2** On termination of this Agreement you must open the Tumbler Safe in our presence and provide your combination. We will refund the Deposit once the Tumbler Safe can be opened and closed by us by combination.
- 6.3** If you forget the combination during the Term you must pay all costs in relation to:
- (a) repairing or replacing the tumbler lock;
 - (b) engaging a locksmith to open the Tumbler Safe.

- 6.4** If the Tumbler Safe is not opened for us on termination of the Agreement, your Deposit will be forfeited plus any excess costs outlined in 6.3 will be payable.

7. High Security Safes

- 7.1** If you store Property in a High Security Safe you:
- (a) acknowledge that:
 - (i) the High Security Safes have a total of two specialised keys made for each High Security Safe;
 - (ii) the High Security Safes also require a tumbler combination;
 - (iii) the High Security Safes require both the key and tumbler combination to open the safe;
 - (iv) you will be provided with both keys (*however we recommend that you leave one key in our safe custody to prevent you incurring significant costs should you lose both keys and require the safe to be opened*);
 - (v) you have entered a combination of your own choosing into the locking mechanism of the High Security Safe at the commencement of this Agreement;
 - (vi) the High Security Safe is not accessible by us without your combination and keys;
 - (b) must keep your security combination and keys safe at all times;
 - (c) must not provide the combination or keys to any party not authorised to access your High Security Safe.
- 7.2** On termination of this Agreement you must open the High Security Safe in our presence and provide your keys and combination. We will refund the Deposit once the High Security Safe can be opened and closed by us by combination and key.
- 7.3** If you forget the combination during the Term you must pay all costs in relation to:
- (a) repairing or replacing the tumbler lock;
 - (b) engaging a locksmith to open the Tumbler Safe; and
 - (c) changing the lock.
- 7.4** If a key is lost, damaged, destroyed or not returned to us on termination of the Agreement, your Deposit will be forfeited. We may also require you to pay excess costs in relation to:
- (a) repairing or replacing the key;
 - (b) engaging a locksmith to open the High Security Safe; and
 - (c) changing the lock.
- 7.5** You acknowledge that High Security Safes are by design difficult to access without key and or combination. It is likely that cost of access and repair will exceed your Deposit. Should we require specialist services to access the safe due to lost keys or forgotten combination you agree to bear all such costs.

8. Private Safes / Floor Space

- 8.1** If you store Property in a Private Safe or you lease Floor Space you acknowledge and agree that:
- (a) you will remove all your Property at your cost on or before the termination of this Agreement;
 - (b) removals will meet our safety and security requirements;
 - (c) you may be charged additional fees for security;
 - (d) removal must be via a Reserve Vault Australia accredited safe removal company or such other removal company approved by us;
 - (e) removal must not breach any safety or security requirements of staff, customers, other tenants of our building or the general public;

- (f) we require advance bookings of at least 48 hours prior to any removals;
- (g) we reserve the right to deny access for removal for security or any other reason.

9. Storage of artwork in Art Racks

- (a) While the Facility has Art Racks, the Facility is not purpose designed and is not climate controlled specifically for the storage of artwork and, accordingly, we do not represent nor do we warrant that the Facility is suitable for the storage of art work.
- (b) If you make use of our Art Racks you represent and warrant that you have inspected the Facility and have satisfied yourself that the Facility is suitable for the storage of your art work.
- (c) Our staff are not trained in the handling of art work, and do not handle artwork. You agree that placement of art work onto, or removal of art work from, the Art Racks must be done by the Customer or a specialist removalist appointed by the Customer.

10. Custodial Storage

10.1 Custodial Storage Customers acknowledge and agree that:

- (a) we are responsible for all keys to the units containing the Customer's goods;
- (b) no Customer will be allowed direct access to their unit without a representative from Reserve Vault Australia present;
- (c) any direct access by the Customer will incur a \$50 fee covering removal of the goods and placement in a secure viewing area.
- (d) all goods must be delivered unwrapped otherwise we are hereby authorised to unwrap such goods to determine a full inventory;
- (e) whilst charging will be determined on an annual percentage of value basis, invoices will be issued quarterly and the charge updated based on spot prices current at start of business of that day;
- (f) standard charges allow for 1 Attendance (see 1.1 for definition) to the Customer's goods per quarter. Charges apply for each visit thereafter in accordance with our Schedule of Fees;
- (g) we take contents at face value and take no responsibility for the validity of contents purchased by the Customer;
- (h) for insurance or weight reasons the goods may be held in a number of units; and
- (i) at no additional charge we will request our insurance broker to arrange for a notification of insurable interest for the value of your goods at each quarter (based on the spot price on the relevant day) as the Nominated Value in your name and subject to Reserve Vault Australia's insurer agreeing to that notification as set out in clause 16.3.

11. Fees and charges

11.1 You:

- (a) must pay the Fee for the Term on or before the Start Date unless paying by internet transfer on receipt of invoice in which case payment is due within 7 days and no access to the Facility will be given until payment is received in full;
- (b) must, in the event of any extension to the Term, pay any additional fee prior to the start of the extended Term.

11.2 All other charges which may be payable by you at any time are as set out in our Schedule of Fees.

11.3 Unless otherwise stated, the Schedule of Fees are GST exclusive.

11.4 All payments must be made by cash, bank transfer, cheque or approved credit or debit card, or by direct debit (subject to you entering into a direct debit agreement with us). For payments made by cheque,

payment will only be taken to occur once we are in receipt of cleared funds.

12. Variation

12.1 We:

- (a) may vary these Terms and Conditions, or change or introduce any fee or charge, at any time;
- (b) will give you notice of any variation to these Terms and Conditions no later than 30 days before the change takes effect;
- (c) will give you at least 30 days prior notice if we change or introduce a new fee or charge.

12.2 If you do not accept any variation or change that we make, and you are not in breach of this Agreement, you can terminate this Agreement within 30 days from the date of our notice under clause 12.1(b) without having to pay the Early Termination Fee.

12.3 If you do not notify us that you wish to terminate this Agreement within 30 days from the date of our notice under clause 12.1(b), you will be deemed to have accepted the variation set out in our notice.

13. Late payment of fees and charges

If you do not pay any fee or charge within 1 month of the date that it becomes due:

- (a) we will immediately suspend your use of the Facility;
- (b) you must pay a late payment fee of 24% per annum on all overdue amounts (on a monthly basis) until the day of actual payment.

After 6 months of no response or payment this Agreement will be deemed to be at an end and clause 14 will apply.

14. Uncollected Property

14.1 You must remove all your Property at the end of this Agreement. If you do not do so, clauses 14.2 to 14.6 will apply.

14.2 Where reasonable efforts have been made to contact you and they fail, action will be taken to access and dispose your Property. For the purpose of this clause, reasonable efforts shall comprise:

- (a) 3 attempts to contact you via mail to your last known address;
- (b) 3 attempts to contact you via telephone via your last known telephone numbers;
- (c) 3 attempts by notice to you via email via your last known email address, if an email address has been provided by you;
- (d) 1 attempt to contact your Registered Person and nominated Emergency Contact by each of mail, phone, and email; and
- (e) 1 final attempt to notify you via registered mail to your last known address.

14.3 Any notice given by us under this clause will set out the date and time when access to your Property is to take place.

14.4 If you do not claim your Property following notice under this clause 14, we will take such action as may be necessary to access your Property. If we do so, we shall do so in the presence of a Third Party. An inventory of all items shall be made and shall be signed by us and the Third Party.

14.5 We may dispose of any unclaimed Property as we consider appropriate in the circumstances. This may include disposal by way of:

- (a) sale;
- (b) destruction; or
- (c) transfer to another person including an appropriate authority.

14.6 If we sell unclaimed Property, proceeds of the sale will be used firstly to reimburse our costs for storing and disposing of the Property and to pay any outstanding fees and charges. Surplus funds will be returned to you, if possible, or paid over to the relevant government authority, as required by law.

15. Change of address or other details

- 15.1 You must notify us promptly and in writing of any change to your name, address, email and any other contact details and that of your Registered Person.
- 15.2 We will not accept any changes unless they are given to us in writing and signed by the person to whom those details relate.
- 15.3 If you do not do so, we may be unable to contact you and this may result in Property becoming unclaimed Property.

16. Insurance

- 16.1 Reserve Vault Australia has liability insurance underwritten by world class insurers for its liability under this Agreement in respect of any loss of or damage to your Property (~~RVA Insurance Policy~~). You are not a listed party under the RVA Insurance Policy between Reserve Vault Australia and its insurer.
- 16.2 A certificate of currency confirming that Reserve Vault Australia holds the RVA Insurance Policy is available for Customer viewing at the Premises on request. We will not allow copies, photographs or digital transmission of this certificate of currency in any form, including email. A copy of the RVA Insurance Policy wording will be provided at any time during the Term, on request, without charge.
- 16.3 Reserve Vault Australia can request its insurance broker to arrange for a notification of insurable interest for the Nominated Value in your name, subject to payment of the Administration Fee and Reserve Vault Australia's insurer agreeing to that notification. There is no Administration Fee for a notification of insurable interest where the Nominated Value is \$10,000 or less.
- 16.4 You acknowledge and agree that:
- it is your responsibility to notify Reserve Vault Australia should the value of your Property change, from time to time, and as a result you wish to change the Nominated Value;
 - Reserve Vault Australia is the nominated insured under the RVA Insurance Policy and, if applicable, you are noted as an interested party. You will have no contractual rights under the RVA Insurance Policy; and Reserve Vault Australia is not an insurance provider and does not hold an Australian Financial Services Licence and has not provided any financial product advice in relation to the notification of insurable interest, and you have relied on your own independent advice or have elected not to obtain such advice.

17. Registered Persons

- 17.1 If you are an individual, you can nominate someone over the age of 18 years to be your Registered Person. We reserve the right to refuse to accept any person as your Registered Person.
- 17.2 If you are a company or other entity, you must nominate one or more Registered Persons over the age of 18 years. We reserve the right to refuse to accept any person as your Registered Person.
- 17.3 Your Registered Persons will have the same rights to:
- access the Property;
 - remove the Property; and
- 17.4 Your Registered Person will be unable to change the terms of your lease or terminate this agreement without your written permission or as otherwise set out in a will or similar on your passing.
- 17.5 If we cannot contact you using contact details you have provided, we may contact your Registered Persons including to:
- obtain contact details for you; and
 - give notice that we require the Property to be removed.
- 17.6 You can revoke the authority of any Registered Person by notifying us in writing.

18. Access to Facility

- 18.1 Access to Property stored at the Facility is limited to you and your Registered Persons.
- 18.2 We will require photo identification before allowing access (by appointment only) to the Facility and we may refuse access if we are not satisfied with the form of identification produced.
- 18.3 You can access the Facility between 9:00am and 4:00pm Monday to Friday (public holidays excepted).
- 18.4 We will only accept deliveries (including courier, secure or armoured deliveries) at the Premises only by prior arrangement with us. Unannounced deliveries will not be accepted and will be turned away. Where we do accept a delivery, we will only sign for receipt of a package(s) and will not open the package(s) to verify its contents.
- 18.5 We may temporarily close the Facility without notice from time to time if we consider it prudent to do so (including for security reasons). We will not be liable for any claims by you as a result nor will we be obliged to disclose the reasons for any temporary closure.
- 18.6 Apart from Custodial Storage Customers, you are limited to 4 x half hour visits per month before a \$30/visit surcharge (excluding GST) applies.
- 18.7 We may refuse any person access to the Facility or to their Property where required to do so by lawful instructions, notices, orders or directions.
- 18.8 Access to the building's loading dock requires 24 hours notice to building management and must be after 3pm (AEST). You are to contact us to have this arranged outside of those limits.

19. Access to Law Enforcement and Other Officers

- 19.1 We may comply with a requirement for access to your Property arising from an order of a court or other judicial or administrative body, statutory notice or demand, or request made by any police officer, taxation officer or other officer of or representing Australia or a State or Territory.
- 19.2 After giving such access, your Property may be removed by the relevant authority without prior notice to you. We will not be liable to you for any damage to, or removal of Property, nor any consequential action taken against you following access, in these circumstances.
- 19.3 We may voluntarily grant access to law enforcement officers for any means of determining if prohibited items (per clause 2.2) are stored on premises as long as those means do not include directly accessing any secured goods.

20. Access to Third Party

- 20.1 Where we reasonably believe that ownership of the Property has vested in a trustee, statutory authority or other person for any reason (including by your death, insolvency or incapacity), we may allow the trustee, person or authority to access the Box, Personal Safe or Art Rack for the purposes of removing the Property.
- 20.2 If we release Property to any trustee, authority or person under this clause this Agreement will terminate. We will not be liable to you for any claim arising from the release of Property under this clause and you indemnify us in that regard.

21. Limitation of Liability

- 21.1 To the extent permitted by law:
- our liability for any loss of or damage to your Property howsoever caused (including without limitation negligence and theft) is limited to the lesser of:
 - the Nominated Value (or \$1,000,000.00 if the event causing the loss or damage occurred while the Property was Awaiting Handover); and

- (ii) the amount recoverable by Reserve Vault Australia under its RVA Insurance Policy in respect of that loss or damage,

less a pro rata share of any excess or deductible payable by Reserve Vault Australia in relation to a claim under the RVA Insurance Policy;

- (b) all warranties that would otherwise be implied into this Agreement are excluded; and
- (c) subject to sub-clause (a) above, our liability for any terms that cannot be excluded under law is limited to providing the Service again or paying the cost of having the Service provided again.

21.2 You indemnify us for any loss or liability we may incur (including liability to any third party) arising from the provision of Services to you.

22. Termination

22.1 We may end this Agreement at any time for any reason by giving written notice at the address you provided us. Subject to the terms of this Agreement, if we end this Agreement under this clause 22.1, we will refund the Deposit and any portion of Fee paid in advance for any unused part of the Term upon your collection of all your items stored within the Facility.

22.2 If requested by you in writing we will terminate this Agreement upon return of all the keys relating to the Box and Personal Safe and your collection of all your items stored within the Facility. Upon such return we will refund the Deposit to you. Any portion of the Fee that may be attributable to any unused part Term is not refundable.

22.3 We may terminate the Agreement:

- (a) immediately by notice in writing to you in the event of a material breach by you of any of these Terms and Conditions, which has not been remedied by you within 30 days of our notice to you in writing specifying the nature of the breach and the remedy required;
- (b) upon non-payment of the Fee or any of our charges for Services within 30 days of the due date for payment; or
- (c) in the event that a bankruptcy petition is presented against you or you are declared bankrupt or, if you are a company, you become an externally administered body corporate (as defined in the *Corporations Act 2001 (Cth)*).

23. Consequences of Termination

23.1 At the end of the Term:

- (a) you must immediately pay us all outstanding Fees and other charges due to us;
- (b) you must immediately remove all Property unless there is any right for us to retain the Property;
- (c) you will have no right of access to the Facility except for the purposes of removing your Property; and
- (d) you must immediately return to us personally or by registered post all keys relating to the Box or Locker Safe.

23.2 Any unclaimed Property will be dealt with in accordance with clause 14.

24. Privacy Policy

24.1 Collection of Personal & Other Information

We collect both personal information and anonymous information. We may collect and store any information you enter on our website or give us in any other way. This includes information you submit to us by email, online form or facsimile, as well as information you provide to us over the telephone or in person.

The only personal information we collect is what you or your authorised representative tell us about yourself. This may include your name, date of birth, email address, contact details such as your address and

telephone number, payment details, and details of identification documents submitted to us to verify your identity. Where you provide us with personal information about someone else you must have their consent to provide such personal information to us.

You can choose not to provide your personal information to us, but generally the information we request from you is required in order for you to access our secure premises or allow us to provide related services. If you do not provide the information we request, we may not be able to provide our services to you.

24.2 Use & Disclosure of your personal information

We will require photo identification, such as your current drivers licence or passport, in order to verify your identity before you may access our premises. Your photo identification document is used solely for security purposes and to comply with our legal obligations.

To the extent that we collect your personal information, we may use and disclose it in order to:

- respond to your queries;
- maintain our relationship with you;
- contact you about your transaction or any services we have provided;
- supply to you services that you purchase;
- send you statements and invoices;
- collect and process payments from you;
- provide refunds to you;
- send you relevant news or communication on new services, offers, or changed conditions.

In the course of conducting our business we may engage external service providers such as ICT providers, accountants and other advisers. These third parties may require access to or may come into possession of your personal information in the course of providing their services to us. We will always use best endeavours to require these third parties to maintain the confidentiality of any personal information they access or receive, and that they only use that information for the purpose of the services which they provide. Ultimately we cannot control unauthorised disclosures by third party service providers and we will not be responsible for any damage which may result from the actions or inactions of these third parties.

We may also disclose your personal information to the extent that we are required to do so by law, including in connection with any legal proceedings or prospective legal proceedings, or in order to comply with any legal obligation, or to establish, exercise or defend our legal rights.

We will not use or disclose your information other than in accordance with this Privacy Policy without your consent.

24.3 CCTV Recording

You acknowledge and agree that:

- (a) CCTV Recording may be recorded within the Premises and stored for such period as we may determine for the purposes of security surveillance; and
- (b) we may disclose any CCTV Recording arising from an order of a court or other judicial or administrative body, statutory notice or demand, or request made by any police officer or other officer of or representing Australia or a State or Territory, where it is required or allowed by law or where you have otherwise consented.

24.4 Website privacy

Our website privacy policy is available on our website. You should read it before using our website.

25. Independent Audit

25.1 We have engaged a third party to provide an independent audit service for Customers. We coordinate this service as a value add to our Customers however we do not accept

any liability for the audit, its outputs, or the actions of the third party per se.

- 25.2** Use of this service is strictly on the condition of adherence to agreed appointment times, goods able to be identified without non transparent packaging, and clear segregation of personal and SMSF holdings including signing for acknowledgement of each.
- 25.3** Certificates are made available only after full payment of associated fees.

26. General

26.1 If there are two or more Customers:

- (a) you will be treated as owning the Property, and receiving the Services, jointly. If any of you die, the Property will be treated as the Property of the survivor or survivors jointly;
- (b) you will be jointly and severally liable to us under this Agreement.

26.2 You may not assign any of your rights under this Agreement. We may assign our rights under this Agreement at any time without notice to you.

26.3 This Agreement is governed by the laws of Queensland.

26.4 No failure or delay by us in enforcing this Agreement shall amount to a waiver of any of our rights.

26.5 This Agreement is valid and binding on the Customer if the Customer:

- (a) signs and returns a copy of this Agreement;
- (b) uses or continues to use our Services after receiving a copy of these Terms, whether or not the Customer signs a copy of the Agreement; or
- (c) contacts us and advises us of the Customer's acceptance, either in writing or verbally.