

BOOM NETWORK PTY LTD

ABN 75 600 853 610

Terms and Conditions

Last updated: 1 August 2015

1. Acceptance of Agreement. BY PARTICIPATING IN OR USING BOOM NETWORK'S SERVICES, YOU ACCEPT THESE TERMS AND CONDITIONS (**AGREEMENT**), THE FEES AND REVENUE SHARE SCHEDULE AND ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE, INCLUDING BOOM NETWORK'S PRIVACY POLICY AND ANY FREQUENTLY ASKED QUESTIONS (**FAQ**). IF YOU DO NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT AND ALL THE ADDITIONAL TERMS SPECIFIED IN THE PREVIOUS SENTENCE, YOU CANNOT ACCESS OR OTHERWISE PARTICIPATE IN THE SERVICES.

In this Agreement, **You** or **Your** means any person, company or entity specified in an application form submitted by that person or affiliated persons, and/or any agency, network or other third party that has access to Your account and the information or data stored in Your account (and who will also be bound by the terms and conditions of this Agreement).

This Agreement may be amended at any time by Boom Network without specific notice to You. The latest Agreement will be posted on Boom Network's website currently located at <http://www.boomvideo.com.au/> Accordingly, You should review this Agreement prior to using the Services and Your continued use or access of the Services or Website after any amendment to this Agreement will be considered to be acceptance by You of the amended Agreement.

2. Scope of Agreement. This Agreement applies to:

- (a) persons who publish websites or applications (**Publishers**);
- (b) persons who advertise their own or third parties' products and/or services (**Advertisers**); and
- (c) persons who provide content for distribution by Boom Network via its publishing platform (**Boom Publishing Platform**) including any Publishers who republish the content from their websites or applications (**Content Creators**).

3. Access to Service. The Service is only available to:

- (a) individuals who are at least 18 years old in which instance, You represent that You are at least 18 years old;
- (b) individuals who are less than 18 years old but whose applications are countersigned by a parent or legal guardian in which instance the parent or legal guardian who countersigns the form warrants that they are the parent or legal guardian of the minor; and
- (c) companies or other business entities that are appropriately licensed and otherwise legally permitted to conduct business in which case the company or entity warrants that it has all appropriate licences and is legally permitted to conduct business and the person signing the application on behalf of the company or entity warrants that the person is authorised to represent the company or entity.

4. Account, User Names and Passwords. On acceptance of Your application by Boom Network, Boom Network will activate an account for You (**Account**). You must protect all Account usernames and passwords and take full responsibility for Your own and third party use of the Account, usernames or passwords.

5. Term. This Agreement commences on the date Boom Network activates Your Account and will continue until terminated as provided in this Agreement (the **Term**). You may terminate this Agreement, with or without cause, at any time by sending written notice of termination to agreement@boomcollective.net. This Agreement will terminate on the 14th day after Boom Network receives Your notice. If You breach any term of this Agreement, Boom Network may, in its sole discretion, by issuing a written notice to You, terminate this Agreement or suspend or terminate Your use or access to all or part of the Services. The termination or suspension will be effective from the date of the written notice or, if another date is specified in that notice, that other date. In addition, Boom Network may suspend or terminate all or part of this Agreement without cause on 30 days' prior written notice to You.

6. Implementation. In order for Boom Network to provide the Services to You, You must implement and comply with the technical requirements specified on the Website or in writing by Boom Network to You from time to time, including any instructions relating to the User Interface (as defined below). Without limiting the previous sentence, You must provide all technical and other information specified by Boom Network on the Website or otherwise in writing to allow Boom Network to implement and provide the Services. Boom Network will not be required to process any request for Services which does not include the information or comply with the technical requirements specified by Boom Network.

7. User Interface. During the Term, You will be required to provide information and communicate with Boom Network via a user interface (**User Interface**). Boom Network may update the User Interface as it considers necessary or appropriate without notice to you. Boom Network grants to You a limited, revocable, non-transferable, non-exclusive and non-sublicensable license during the Term to use the User Interface solely for the purpose of:

(a) transmitting requests for service and other required information and otherwise communicating with Boom Network; and

(b) receiving data from Boom Network, solely to the extent permitted under this Agreement.

Except to the limited extent expressly provided in this Agreement, Boom Network does not grant, and You will not acquire, any right, title or interest in or to any of Boom Network's Intellectual Property Rights. For the purposes of this Agreement **Intellectual Property Rights** means copyright and neighbouring rights, all rights in relation to inventions (including patents and other patent rights), designs, utility models and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

8. Technical Assistance. Boom Network will provide you all necessary technical support for the Service via email in accordance with the support section on the Boom Website. The technical support email address can be located on Boom Network's website.

9. Description of Services Provided to Advertisers and Obligations of Advertisers. If you are an Advertiser, during the Term, You must provide advertisements (**Advertisements**) via the User Interface to Boom Network which Boom Network will endeavour to serve to Publishers. You acknowledge that whether any Advertisement provided by You can be served by Boom Network is dependent upon criteria selected by Publishers. You must not utilise any feature or functionality of the Services or include any information, URLs, editorial, text, graphic, audio-visual or other content (**Advertisement Content**) that could be utilised, to personally identify and/or personally track individual end users or any other person unless You have complied with the requirements of applicable privacy laws (which may include developing and implementing a privacy policy and notifying the audience or end user of the inclusion of identification or tracking technology and the collection of information). You are solely responsible for the Advertisement Content including the accuracy of the Advertisement Content and any the accuracy of the information You enter into the User Interface. Boom Network will have no obligation to process a request for placement of Advertisements that do not comply with this Agreement or any policies or guidelines issued by Boom Network from time to time. While Boom Network does not intend, and does not undertake, to monitor the Advertisements or Advertisement Content, if Boom Network is notified by You or otherwise becomes aware and determines in its sole discretion that any Advertisement or Advertisement Content (or any portion of any Advertisement or Advertisement Content) or Your trade names, trade marks, service marks, logos, domain names or brand features:

(a) breaches clause 12;

(b) contains, undertakes, constitutes or promotes any activities or goods identified in the representations and warranties given by You under clause 18(c)(iii);

(c) is being distributed by You improperly; or

(d) may create liability for Boom Network,

Boom Network may reject, remove, withdraw from, not display or cease displaying that Advertisement or Advertisement Content from the Services entirely and in this instance Boom Network will not incur any liability to You.

10. Description of Services Provided to Publishers and Obligations of Publishers. If you are a Publisher, during the Term, Boom Network will serve to You Advertisements for display on the websites and applications which use the Services (**Properties**), based upon the criteria selected by You or Your agents via the User Interface.

Boom Network will have no obligation to serve Advertisements to Properties that do not comply with this Agreement or any policies or guidelines issued by Boom Network from time to time. The following provisions apply to You as a Publisher:

(a) You agree that, subject to any criteria selected by You in Your application or subsequently via the User Interface (including identification of any advertisers or categories of advertising or products that You do not want served to Your Properties), the Advertisements to be served are at Boom Network's sole discretion.

(b) You must comply with all specifications, instructions and timing requirements issued by Boom Network from time to time to enable proper delivery, display, tracking and reporting of the Services including installing computer programs or routines required to allow Boom Network to provide the Services.

(c) You must not do (and must not encourage, allow, assist, facilitate or encourage any other person to do) any of the following:

(i) edit, modify or filter the content contained in any Advertisement, or remove, obscure or minimise any Advertisement in any way;

(ii) frame, minimise, remove or otherwise inhibit the full and complete display of any Advertisement or any Advertisement Content;

(iii) redirect an end user away from Advertisement Content, provide a version of any Advertisement Content that is different from the page an end user would access by following links in the Advertisement Content; intersperse any content between the Advertisement and the Advertisement Content;

(iv) otherwise provide anything other than a direct link from an Advertisement to an Advertisement Content;

(v) generate views on or engagements with any Advertisements by displaying a page on the Properties that is loaded by any software that can trigger pop-ups, redirect users to unwanted properties, modify browser settings, or otherwise interfere with property navigation.

(d) You are solely responsible for all matters related to advertisements that are provided directly to You or Your Properties by third parties, including the solicitation and trafficking of such advertisements, billing and payment of such advertisements, providing all technical support services to the advertisers, and handling all other inquiries and disputes of any type or nature.

11. Description of Services Provided to Content Creators and Obligations of Content Creators. If You are a Content Creator during the Term, Boom Network will provide You access to the Boom Application Publishing Platform to create applications (**Applications**) incorporating any videos, images, graphics, text, data, music and other content that You submit to the Boom Publishing Platform (**Content**) and Boom Network will distribute the Applications via the Boom Publishing Platform and distribution platforms operated by third parties (**Platform Providers**).

The following provisions apply to You as a Content Creator:

(a) Boom Network authorises You to use the Boom Publishing Platform for the sole purpose of creating Applications.

(b) You retain ownership of Content and the Intellectual Property Rights in the Content.

(c) Boom Network is the owner of Applications and the Intellectual Property Rights in the Application with effect from the creating of the Application.

(d) You grant Boom Network a non-exclusive licence to distribute all Content included in an Application via the Boom Publishing Platform and Platform Providers. This licence includes the right to copy, reproduce, adapt, modify, communicate to the public and do all things reasonably necessary to distribute Applications.

(e) BOOM Network will submit Applications to Platform Providers using information provided by You when entering into this Agreement and/or at the time of submitting Applications to the Boom Publishing Platform. BOOM will use reasonable efforts to have Applications approved by the applicable Platform Provider but cannot guarantee acceptance of any Application. BOOM will make all modifications to the Application necessary for such Application to conform to a Platform Provider's requirements.

(f) You may request BOOM Network to modify an Application by contacting the BOOM Networks technical support email specified on BOOM Network's website.

(g) All views of Applications will be included exclusively into Boom Network's channel numbers of the Platform Providers and Boom Network will be entitled to receive any and all payments in connection with the channel views directly from the Platform Providers.

(h) You are responsible for all fees payable to owners of Intellectual Property Rights included in the Content or to collecting societies.

(i) You must comply with all specifications, instructions and timing requirements issued by Boom Network from time to time to enable proper delivery, display, tracking and reporting of the Applications.

(j) You must not include any information, URLs, editorial, text, graphic, audio-visual or other content that could be utilised, to personally identify and/or personally track individual end users or any other person.

12. Prohibited Conduct. You must not (and must not encourage, allow, assist, facilitate or encourage any other person to do) any of the following:

(a) directly or indirectly access, launch or activate the Services through or from, or otherwise incorporate the Services in, any software application, website or other means other than the Services, and then only to the extent expressly permitted under this Agreement;

(b) transfer, sell, lease, syndicate, sub-syndicate, lend, or use for co-branding, timesharing, service bureau or other unauthorised purposes the Services or access to the Service;

(c) directly or indirectly generate views of, engagements with or clicks on any Advertisement or Content through any automated, deceptive, fraudulent or other invalid means, including through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, the unauthorised purchase of traffic to pages on Publisher Properties or Platform Providers or the unauthorised use of other search engine optimisation services or software;

(d) encourage or require end users or any other persons, either with or without their knowledge, to click on ads;

(e) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services or any of Boom Network technology, content, data, routines, algorithms, methods, ideas design, user interface techniques, software, materials, and documentation;

(f) remove, deface, obscure, or alter Boom Network's copyright notice, trade marks or other proprietary rights notices affixed to or provided as a part of the Services;

(g) create or attempt to create a substitute or similar service or product through use of or access to any of the Services or Boom Network's Intellectual Property Rights or Confidential Information (as defined below);

(h) include any content in any Property, Advertisement, Advertisement Content or Content (as applicable) which represents or infers that Boom Network endorses You or any of your products or services or any third party or the products or services of a third party; and

(i) include any any viruses, spyware, malware or other destructive code.

13. Fees and Revenue Sharing. The fees payable by You or the remuneration to which You are entitled is payable to or by Boom Network as specified in this clause.

(a) The provisions applicable to Advertisers are as follows:

(i) You will pay Boom Network the amount specified during the application process, on the Website or as otherwise notified to You by Boom Network from time to time.

(ii) You must pay invoices issued by Boom Network within 30 days of the date of the invoice to the bank account nominated by Boom Network in the currency specified in the invoice and in cleared funds without any deduction.

(iii) Boom Network may suspend Your Account and Your access to the Services if You fail to pay any invoice by the due date for that invoice.

(b) The provisions applicable to Publishers are as follows:

(i) You will receive 50% of Net Revenue earned as a direct result of the Advertisements served to your Properties. For the purposes of this Agreement.

(ii) Boom Network will make payments by cheque or by electronic funds transfer to a bank account nominated by You from time to time within 60 days after the last day of each month in which accrued payments due to Publisher total at least AUD100. If this Agreement is terminated, Boom Network will pay You all amounts earned and unpaid within 60 days after the last day of the month in which this Agreement is terminated

(iii) Payment will be calculated solely based on records maintained by Boom Network. No other measurements or statistics of any kind will be accepted by Boom Network or have any effect under this Agreement. Boom Network does not have any liability for any payment based on any fraudulent impressions generated by any person, robot, automated online services or similar device or for fraudulent impressions similarly generated on any Advertisements, as reasonably determined by Boom Network or impressions combined with a significant number of fraudulent impressions or fraudulent clicks as described in clause 12 above.

(iv) If You fail to meet Your obligations under this Agreement, Boom Network may withhold payment of any remuneration due to You until You have rectified the failure to the reasonable satisfaction of Boom Network.

(v) Boom Network does not have liability to You or to any third party related to the use of the Services to facilitate cross-promotions or direct deals.

(vi) You agree that any payments that may become due to You are specifically conditioned upon Boom Network's receipt of full payment from the applicable Advertiser or platform. If Boom Network does not receive the applicable payment in full from any Advertiser or platform, Boom Network does not have any liability or responsibility to You (and You hereby release Boom Network) with respect too such payment.

(c) The provisions applicable to Content Creators using the Boom Publishing Platform are as follows:

(i) You will receive 50% of Net Revenue earned as a direct result of the Advertisements served to your Properties.

(ii) Boom Network will make payments by cheque or by electronic funds transfer to a bank account nominated by You from time to time within 60 days after the last day of each month in which accrued payments due to Publisher total at least AUD100. If this Agreement is terminated, Boom Network will pay You all amounts earned and unpaid within 60 days after the last day of the month in which this Agreement is terminated

(iii) Payment will be calculated solely based on records maintained by Boom Network. No other measurements or statistics of any kind will be accepted by Boom Network or have any effect under this Agreement. Boom Network does not have any liability for any payment based on any fraudulent impressions generated by any person, robot, automated online services or similar device or for fraudulent impressions similarly generated on any Advertisements, as reasonably determined by Boom Network or impressions combined with a significant number of fraudulent impressions or fraudulent clicks as described in clause 12 above.

(iv) If You fail to meet Your obligations under this Agreement, Boom Network may withhold payment of any remuneration due to You until You have rectified the failure to the reasonable satisfaction of Boom Network.

(v) Boom Network does not have liability to You or to any third party related to the use of the Services to facilitate cross-promotions or direct deals.

(vi) You agree that any payments that may become due to You are specifically conditioned upon Boom Network's receipt of full payment from the applicable Advertiser or Platform Provider. If Boom Network does not receive the applicable payment in full from any Advertiser or platform, Boom Network does not have any liability or responsibility to You (and You hereby release Boom Network) with respect too such payment.

(d) The following provisions apply if the supply of goods or services under this Agreement is a supply for the purposes of the Australian goods and services tax (GST) regime:

(i) The supplying party may recover from the receiving party an amount on account of GST.

(ii) Boom Network will provide to You, together with each payment, a Recipient Created Tax Invoice detailing the manner in which the amount paid to You has been calculated. Unless otherwise agreed by the parties, You must not issue a tax invoice in relation to any fees payable to it or other taxable supply.

(iii) Where Boom Network is not permitted under the GST Act or applicable tax ruling to issue a Recipient Created Tax Invoice in relation to a particular Taxable Supply under this Agreement, You must issue a tax

invoice to Boom Network. Boom Network will notify You if it ceases to satisfy any of the requirements of the GST Act or GST Ruling GSTR 2000/10 in relation to the issue of a Recipient Created Tax Invoice in connection with this Agreement. Each party warrants to the other party that, as at the date of this Agreement, it is registered under the GST Act and must immediately notify the other party if it ceases to be so registered.

(e) For the purposes of this Agreement **Net Revenue** means:

(i) in relation to Publishers – the gross revenue (excluding GST or other taxes payable on the sale or supply of goods or services) in respect of Advertisements sold for display in the Properties less media costs, agency fees, discounts, sales commission, platform fees, platform fees (including any fees applicable to the Boom Publishing Platform), fees payable to owners of Intellectual Property Rights or collecting societies and other costs associated with driving traffic to the Properties; and

(ii) in relation to Content Creators – the gross revenue (excluding GST or other taxes payable on the sale or supply of goods or services) in respect of Advertisements sold and any other transactions on the Applications distributed via the Boom Publishing Platform and Platform Providers less media costs, agency fees, discounts, sales commission, platform fees, Platform Provider fees, fees payable to owners of Intellectual Property Rights or collecting societies and other costs associated distributing the Content and Applications.

14. Confidentiality Each party agrees not to disclose the other party's Confidential Information without the other party's prior written consent; to only use the other party's Confidential Information for the purposes for which it was provided; and to protect the other party's Confidential Information to the same degree as it protects its own Confidential Information. For the purposes of this clause **Confidential Information** means all information disclosed or made available by one party to the other party that is identified as proprietary or confidential at the time of disclosure or that the receiving party should reasonably understand to be confidential including financial information, business and marketing plans, operations and systems, intellectual property, data, databases, information concerning sales representatives, employees, customers and vendors, or technology, discoveries, inventions, improvements, research, development, know how, designs, product specifications, software, object code, source code, flow charts, schematics, blue prints, prototypes, devices, hardware, technical documentation and processes. Confidential Information does not include any information that: (a) was in the public domain at the time of disclosure or became publicly available after disclosure without breach of this agreement; (b) was lawfully received from a third party without confidentiality restrictions; (c) was known to the receiving party, its employees or agents without confidentiality restrictions before it was disclosed under this agreement; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information.

15. Data. Boom Network owns all data collected via the Services and, subject to compliance with applicable privacy laws and its [Privacy Policy](#), may use this data as it considers appropriate.

16. Personal Information. You must comply with all applicable laws relating to the collection and use of information about an individual or which allows an individual to be identified (**Personal Information**) which you collect from the Properties, Advertisements or Advertisement Content (as applicable), comply with applicable privacy laws and implement and comply with an appropriate privacy policy. You agree to disclose to Boom Network any Personal Information that You collect in relation to end users' engagement with Advertisements including access to Advertising Content and You undertake to obtain all necessary consents to the disclosure of such Personal Information to Boom Network for use by Boom Network to develop and market products and services and use the Personal Information otherwise in accordance with Boom Network's [Privacy Policy](#). You will indemnify Boom Network for all claims, damages, losses and expenses that Boom Network incurs as a consequence of Your failure to obtain all necessary consents to your disclosure of Personal Information to Boom Network and Boom Network's use of the Personal Information as provided in this clause.

17. Publicity. Boom Network may refer to its provision and your use of the Services as part of any promotional or other materials (written or electronic) created by or for Boom Network for the purposes of marketing the Service or the business of Boom Network and you license Boom Network to use Your name, trade marks and trading or business names for this limited purpose. Except as provided by the preceding sentence, neither party will use the other party's name and logo in any news release, public announcement, advertisement, or other form of publicity without the prior written consent of the other party (which includes email).

18. Representations and Warranties. Each party represents and warrants to the other that it has full corporate or legal power and authority to enter into, perform and observe the party's obligations under this Agreement and the execution and delivery of this Agreement and the completion of the transactions contemplated do not

result in the breach of the terms and conditions of or constitute a default under any other agreement or undertaking by which the party is affected or bound. In addition:

(a) Boom Network represents and warrants to You that to the best of its knowledge the Services:

(i) do not and will not infringe the Intellectual Property Rights of any person; and

(ii) do not contravene any law, industry code of conduct in force at the time, injunction or amount to contempt of court; and

(b) You represent and warrant to Boom Network that:

(i) all of the information provided by You to Boom Network in the application for the Service is correct and current;

(ii) You have and will maintain throughout the Term all end user consents and all rights, authorisations and licenses (including any Intellectual Property Rights) that are required with respect to the Properties or Advertisements (as applicable) to permit Boom Network to perform the Services under this Agreement;

(i) to the best of Your knowledge, each Property, Advertisement or component of Advertisement Content (as applicable):

(A) does not and will not infringe the Intellectual Property Rights of any person or include content that assists or promotes the infringement of Intellectual Property Rights including hacking or cracking of content and illicit file sharing;

(B) does not and will not contravene any law, industry code of conduct, injunction or amount to contempt of court (including any law or industry code which prohibits the sending of unsolicited emails) and do not encourage any person to do to any of these acts;

(C) does not sell or promote weapons or ammunition, tobacco or tobacco-related products;

(D) does not sell or promote products that are replicas or imitations of designer goods;

(E) does not contain anything which could harm minors;

(F) does not contain anything which is obscene, indecent, pornographic, adult or mature content, offensive, blasphemous, defamatory, illicit drug use, drug paraphernalia, violent or encourages racial intolerance or advocacy against any individual, group or organisation based on race or other reasons;

(G) does not contain anything which is false, misleading, deceptive or likely to mislead or deceive in any way; and

(H) does not contain or introduce any viruses, spyware, malware or other destructive code.

19. Disclaimer. To the extent permitted by law, Boom Network does not make any warranties of any kind, whether express or implied, including any implied warranty of merchantability or fitness of the Services for a particular purpose. In particular, Boom Network does not represent or warrant that the Services are reliable, accurate, complete, error free or uninterrupted. Boom Network makes the Services available on an AS IS basis. Accordingly, You use the Services at your own risk.

20. Limitation of Liability. Each party's liability is excluded or limited as specified in this clause.

(A) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY PERSON CLAIMING VIA THE OTHER PARTY FOR:

(I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS;

(II) ANY LOSS OF PROFITS REVENUE, OPPORTUNITY, BUSINESS OR DATA OR THE COST OF RECOVERING DATA; OR

(III) ANY PENALTIES, WHETHER BASED ON A CLAIM OR ACTION IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE,

EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) IF A JURISDICTION DOES NOT PERMIT THE LIMITATION OR EXCLUSION OF DAMAGES AS SPECIFIED IN THE PRECEDING SENTENCE, THOSE LIMITATIONS OR EXCLUSIONS DO NOT APPLY IN THAT JURISDICTION BUT IN THAT INSTANCE, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS.

(C) IN ANY EVENT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED:

(I) IN THE CASE OF AN ADVERTISER, THE NET AMOUNT PAID BY YOU TO BOOM NETWORK; AND

(II) IN THE CASE OF A PUBLISHER, THE NET REVENUE YOU HAVE RECEIVED,

IN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

(D) EACH PARTY'S LIABILITY UNDER THIS AGREEMENT IS REDUCED TO THE EXTENT THAT ANY DAMAGES, LIABILITY, LOSS OR COSTS ARISES FROM OR IS ATTRIBUTABLE TO, ANY NEGLIGENT ACT OR OMISSION OF THE OTHER PARTY OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

21. Governing law. This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia without regard to the conflicts of laws provisions of that jurisdiction. The parties submit to the exclusive Jurisdiction of the courts of New South Wales and courts hearing appeals from such courts.

22. Miscellaneous

(a) Entire Agreement. This Agreement constitutes the entire and only agreement between You and Boom Network, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Services, and the subject matter of this Agreement.

(b) Effect of Waiver. A provision of or a right created under this Agreement may not be waived except in writing signed by the party granting the waiver or varied except in writing signed by the parties.

(c) Assignment. You may not assign any of Your rights under this Agreement without the prior written consent of Boom Network (which consent is at Boom Network's discretion and can be given subject to conditions) and any attempt is void (except to Your successor in the event of Your merger, acquisition or sale of all or substantially all or Your assets).

(d) Exclusion of Partnership. Nothing contained or implied in this Agreement constitutes a party the partner, agent or legal representative of the other party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind the other party in any way except as provided under this Agreement.

(e) Survival of clauses. Clauses 14, 15, 16, 18, 19, 20, 21 and 22 and any other terms contained in this Agreement that by their nature and are intended to survive the expiry or termination of this Agreement survives the termination of this Agreement.

(f) Subcontracting. Boom Network may subcontract the provision of all or part of its obligations to a third party.

(g) Severance. If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected and all other provisions will remain in full force and effect.