

# Caampus Tutoring Technology Service Agreement

Last update: November 26, 2019

This Technology Services Agreement (“Agreement”) constitutes a legal agreement between you, an individual (“you”) and Caampus Tutoring Pty Ltd (as applicable, “Company”, “Caampus Tutoring”). Company, a subsidiary of Origma Pty Ltd (“Origma”) and Caampus Pty Ltd (“Caampus”), provides lead generation to independent providers of tutoring services using the Caampus Services (as defined below). The Caampus Services enable an authorized tuition provider to seek, receive and fulfill requests for tuition services from an authorized user of Caampus or Origma mobile applications. You desire to enter into this Agreement for the purpose of accessing and using the Caampus Services.

**You acknowledge and agree that Company is a technology services provider that does not provide tuition services.**

In order to use the Caampus Services, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you and Company shall be bound by the terms and conditions set forth herein.

## 1. Definitions

- 1.1. “Affiliate” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.
- 1.2. “City Addendum” means an addendum or supplemental information to this Agreement setting forth additional Territory-specific terms, as made available and as updated by Company from time to time.
- 1.3. “Company Data” means all data related to the access and use of the Caampus Services hereunder, including all data related to Users (including User Information), all data related to the provision of Tutoring and Other Services via the Caampus Services and the Caampus App(s).
- 1.4. “Company Device” means a mobile device owned or controlled by Company that is provided to you solely for your use of the Caampus App to provide Tuition Services.
- 1.5. “Device” means a Company Device or Your Device, as the case may be.
- 1.6. “Caampus App” and “Caampus Tutoring Feature” means the mobile application provided by Company that enables tuition providers to access the Caampus Services for the purpose of seeking, receiving and fulfilling ondemand requests for tuition services by Users, as may be updated or modified from time to time.
- 1.7. “Commission” has the meaning set forth in Section 3.1.

- 1.8. "Service Fee" has the meaning set forth in Section 3.3.
- 1.9. "Territory" means the city or metro areas in the Australia in which you are enabled by the Caampus App to receive requests for Tuition Services.
- 1.10. "Tuition Services" means your provision of P2P tutoring services to Users via the Caampus Services in the Territory
- 1.11. "Caampus Services" mean Caampus's on-demand lead generation and related services licensed by Caampus to Company that enable tuition providers to seek, receive and fulfill requests for tuition services by Users seeking tuition services; such Caampus Services include access to the Caampus App and Caampus's software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified from time to time.
- 1.12. "User" means an end user authorized by Caampus to use the Caampus mobile application for the purpose of obtaining Tuition Services offered by Company's tuition provider customers.
- 1.13. "User Information" means information about a User made available to you in connection with such User's request for and use of Tuition Services, which may include the User's name, timetable, contact information and photo.
- 1.14. "Your Device" means a mobile device owned or controlled by you on which the Caampus App has been installed as authorized by Company solely for the purpose of providing Tuition Services.

## 2. Use of the Caampus Services

- 2.1. Provision of Tuition Services. When the Caampus Tutoring Feature is active, User requests for Tuition Services may appear to you via the Caampus App. If you accept a User's request for Tuition Services, the Caampus Services will provide you with certain User Information via the Caampus App, including the User's first name. You acknowledge and agree that once you have accepted a User's request for Tuition Services, Caampus's mobile application may provide certain information about you to the User, including your first name, contact information, and photo. You shall not contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling Tuition Services. As between Company and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective manner to perform each instance of Tuition Services; and (b) except for the Caampus Services or any Company Devices (if applicable), you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Tuition Services. You understand and agree that the Age Discrimination Act 2004, Disability Discrimination Act 1992, Racial Discrimination Act 1975, Sex Discrimination Act 1984 and similar laws, you cannot reject service based on race, age, sex, sexual orientation or disability and there is no exception to this obligation for personal views or religious objections. Your knowing failure to provide service to a User under any of the previously listed circumstances shall constitute a material breach of this Agreement. You agree that a "knowing failure" to comply with this legal obligation shall constitute either: (1) a denial of a session where you state the denial was due to a previously listed reason; or (2) there is more than one

- (1) instance in which a User or the companion of a User alleges that you cancelled or refused services due to a previously listed reason.
- 2.2. Your Relationship with Users. You acknowledge and agree that your provision of Tuition Services to Users creates a direct business relationship between you and the User. Company is not responsible or liable for the actions or inactions of a User in relation to you, or your activities. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Tuition Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper regarding any acts or omissions of a User or third party. You acknowledge and agree that Company may release your contact to a User upon such User's reasonable request. You acknowledge and agree that, unless specifically consented to by a User, you may not tutor individuals other than a User and any individuals authorized by such User, during the performance of Tutoring Services for such User, unless explicitly forewarned so in your service description and communication with such User.
- 2.3. Your Relationship with Company. You acknowledge and agree that Company's provision to you of the Caampus App and the Caampus Services creates a direct business relationship between Company and you. Company does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Tuition Services, or your acts or omissions. You retain the sole right to determine when, where, and for how long you will utilize the Caampus App or the Caampus Services. You retain the option, via the Caampus App, to attempt to accept or to decline or ignore a User's request for Tuition Services via the Caampus Services, or to cancel an accepted request for Tuition Services via the Caampus App, subject to Company's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Company shall have no right to require you to: (a) display Company's or any of its Affiliates' names, logos or colors; or (b) wear a uniform or any other clothing displaying Company's or any of its Affiliates' names, logos or colors. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, you understand that you retain the complete right to; (i) use other software application services in addition to the Caampus Services; and (ii) engage in any other occupation or business. Company retains the right to deactivate or otherwise restrict you from accessing or using the Caampus App or the Caampus Services in the event of a violation or alleged violation of this Agreement, your disparagement of Company or any of its Affiliates, your act or omission that causes harm to Company's or its Affiliates' brand, reputation or business as determined by Company in its sole discretion.
- 2.4. Ratings.
- 2.4.1. You acknowledge and agree that: (a) after receiving Tuition Services, a User will be prompted by Caampus's mobile application to provide a rating of you and such Tuition Services and, optionally, to provide comments or feedback about you and

such Tuition Services; and (b) after providing Tuition Services, you will be prompted by the Caampus App to provide a rating of the User and, optionally, to provide comments or feedback about the User. You shall provide your ratings and feedback in good faith.

- 2.4.2. You acknowledge that Company desires that Users have access to high-quality services via Caampus's mobile application. In order to continue to receive access to the Caampus App and the Caampus Services, you must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Company, as may be updated from time to time by Company in its sole discretion ("Minimum Average Rating"). Your average rating is intended to reflect Users' satisfaction with your Tuition Services rather than your compliance with any of Company's policies or recommendations. In the event your average rating falls below the Minimum Average Rating, Company will notify you and may provide you, in Company's discretion, a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), Company reserves the right to deactivate your access to the Caampus App and the Caampus Services. Additionally, you acknowledge that your repeated failure to accept User requests for Tuition Services while you are logged in to the Caampus App creates a negative experience for Users of Caampus's mobile application. If you do not wish to accept User requests for Tuition Services for a period of time, you agree that you will log off of the Caampus App.
- 2.4.3. Company and its Affiliates reserve the right to use, share and display your and User ratings and comments in any manner in connection with the business of Company and its Affiliates without attribution to you or your approval. You acknowledge and agree that Company and its Affiliates are distributors (without any obligation to verify) and not publishers of your and User ratings and comments, provided that Company and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Company's or its Affiliates' content policies.
- 2.5. Location Based Services. You acknowledge and agree that your geo-location information must be provided to the Caampus Services via a Device in order to provide Tuition Services. You acknowledge and agree that: (a) your geo-location information may be obtained by the Caampus Services

### 3. Financial Terms

- 3.1. Fee Calculation and Your Payment. You are entitled to charge a fee for each instance of completed Tuition Services provided to a User that are obtained via the Caampus Services ("Fee"), where such Fee is either the hourly rate provided in your profile or a different, explicitly, in writing agreed upon by both parties, fee. You acknowledge and agree that the Fee provided under the agreement is the only payment you will receive in connection with the provision of Tuition Services, and that the Fee does not include any

gratuity. You are also entitled to charge User for any other cost incurred during the provision of Tuition Services, if applicable and providing the user was forewarned. You: (i) appoint Company as your limited payment collection agent solely for the purpose of accepting the Fee, applicable costs and, depending on the region and/or if requested by you, applicable taxes and fees from the User on your behalf via the payment processing functionality facilitated by the Caampus Services; and (ii) agree that payment made by User to Company (or to an Affiliate of Company acting as an agent of Company) shall be considered the same as payment made directly by User to you. You shall always have the right to: (i) charge a fee that is less than the pre-arranged Fee; or (ii) negotiate, at your request, a Fee that is lower than the prearranged Fee (each of (i) and (ii) herein, a "Negotiated Fee"). Company shall consider all such requests from you in good faith. Company agrees to remit, or cause to be remitted, to you on at least a weekly basis: (a) the Fee less the applicable Service Fee; and (b) depending on the region, certain taxes and ancillary fees. If you have separately agreed that other amounts may be deducted from the Fee prior to remittance to you, the order of any such deductions from the Fee shall be determined exclusively by Company (as between you and Company).

- 3.2. Fee Adjustment. Company reserves the right to: (i) adjust the Fee for a particular instance of Tuition Services (e.g., you provided a poor educational service, you failed to properly end a particular instance of Tuition Services in the Caampus App, technical error in the Caampus Services, etc.); or (ii) cancel the Fee for a particular instance of Tuition Services (e.g., User is charged for Tuition Services that were not provided, in the event of a User complaint, fraud, etc.). Company's decision to reduce or cancel the Fee in any such manner shall be exercised in a reasonable manner.
- 3.3. Service Fee. In consideration of Company's provision of the Caampus App and the Caampus Services for your use and benefit hereunder, you agree to pay Company a service fee on a per Tuition Services transaction basis calculated as a percentage of the Fee (regardless of any Negotiated Fee), as provided to you via email or otherwise made available electronically by Company from time to time for the applicable Territory ("Service Fee"). In the event regulations applicable to your Territory require taxes to be calculated on the Fee, Company shall calculate the Service Fee based on the Fee net of such taxes. Company reserves the right to change the Service Fee at any time in Company's discretion based upon local market factors, and Company will provide you with notice in the event of such change. Continued use of the Caampus Services after any such change in the Service Fee calculation shall constitute your consent to such change.
- 3.4. Cancellation Charges. You acknowledge and agree that Users may elect to cancel requests for Tuition Services that have been accepted by you via the Caampus App at any time prior to your arrival. In the event that a User cancels an accepted request for Tuition Services, Company may charge the User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Fee for the cancelled Tuition Services for the purpose of remittance to you hereunder ("Cancellation Fee"). The parties acknowledge and agree that as between you and Company, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as

the default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at your request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a “Negotiated Cancellation Fee”). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Tuition Services for the purpose of remittance to you hereunder.

- 3.5. Receipts. As part of the Caampus Services, Company provides you a system for the delivery of receipts to Users for Tuition Services rendered. Upon your completion of Tuition Services for a User, Company prepares an applicable receipt and issues such receipt to the User via email on your behalf. Such receipts are also provided to you via email. Receipts include the breakdown of amounts charged to the User for Tuition Services and may include specific information about you, including your name, contact information and photo. Any corrections to a User’s receipt for Tuition Services must be submitted to Company in writing within three (3) business days after the completion of such Tuition Services. Absent such a notice, Company shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fee.
- 3.6. No Additional Amounts. You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Company and its Affiliates may seek to attract new Users to Caampus and to increase existing Users’ use of Caampus’s mobile application. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.
- 3.7. Taxes. You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Tuition Services as required by applicable law; and (b) provide Company with all relevant tax information. You further acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Tuition Services. Notwithstanding anything to the contrary in this Agreement, Company may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of Tuition Services and/or provide any of the relevant tax information you have provided pursuant to the foregoing requirements in this Section 3.7 directly to the applicable governmental tax authorities on your behalf or otherwise.

#### 4. Proprietary Rights; License

- 4.1. License Grant. Subject to the terms and conditions of this Agreement, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Caampus Services (including the Caampus App on a Device) solely for the purpose of providing Tuition Services to Users and tracking resulting Fees. All rights not expressly granted to you are reserved by Company, its Affiliates and their respective licensors.

- 4.2. Restrictions. You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Caampus Services, Caampus App or any Company Device in any way; (b) modify or make derivative works based upon the Caampus Services or Caampus App; (c) improperly use the Caampus Services or Caampus App, including creating Internet "links" to any part of the Caampus Services or Caampus App, "framing" or "mirroring" any part of the Caampus Services or Caampus App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Caampus Services or Caampus App; (d) reverse engineer, decompile, modify, or disassemble the Caampus Services or Caampus App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and shall not allow any other party to, access or use the Caampus Services or Caampus App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Caampus Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Caampus Services; or (iv) attempt to gain unauthorized access to the Caampus Services or its related systems or networks.
- 4.3. Ownership. The Caampus Services, Caampus App and Company Data, including all intellectual property rights therein, and the Company Devices are and shall remain (as between you and Company) the property of Company, its Affiliates or their respective licensors. Neither this Agreement nor your use of the Caampus Services, Caampus App or Company Data conveys or grants to you any rights in or related to the Caampus Caampus, Caampus App or Company Data, except for the limited license granted above. Other than as specifically permitted by the Company in connection with the Caampus Services, you are not permitted to use or reference in any manner Company's, its Affiliates', or their respective licensors' company names, logos, products and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols and/or designs (the "Caampus Marks and Names") for any commercial purposes. You agree that you will not try to register or otherwise use and/or claim ownership in any of the Caampus Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services.

## 5. Confidentiality

- 5.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information"). Confidential Information includes Company Data, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being

proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

- 5.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Company, its internal record-keeping requirements).
- 5.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

## 6. Privacy

- 6.1. Disclosure of Your Information. Subject to applicable law, Company and its Affiliates may, but shall not be required to, provide to you, a User, and/or relevant authorities and/or regulatory agencies any information (including personal information (e.g., information obtained about you through any background check) and any Company Data) about you or any Tuition Services provided hereunder if: (a) there is a complaint, dispute or conflict between you and a User; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Company's or any Affiliate's sole discretion, by applicable law or regulatory requirements (e.g., Company or its Affiliates receive a subpoena, warrant, or other legal process for information); (d) it is necessary, in Company's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Company or its Affiliates, the Caampus Services or any third party; (2) to detect, prevent or otherwise address fraud, security or technical issues; (3) to prevent or stop activity which Company or any of its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (4) it is required or necessary, in Company's or any Affiliate's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Caampus Services. You understand that Company may retain your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.
- 6.2. Company and its Affiliates may collect your personal data during the course of your application for, and use of, the Caampus Services, or may obtain information about you

from third parties. Such information may be stored, processed, transferred, and accessed by Company and its Affiliates, third parties, and service providers for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Company's and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

## 7. Representations and Warranties; Disclaimers

- 7.1. By You. You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide Tuition Services pursuant to this Agreement.
- 7.2. Disclaimer of Warranties. COMPANY AND ITS AFFILIATES PROVIDE, AND YOU ACCEPT, THE CAAMPUS SERVICES, CAAMPUS APP AND THE COMPANY DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE CAAMPUS SERVICES, CAAMPUS APP OR THE COMPANY DEVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR TUITION SERVICES. COMPANY AND ITS AFFILIATES FUNCTION AS AN LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE TUITION SERVICES FROM YOU, AND COMPANY AND ITS AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE TUITION SERVICES AND CAAMPUS APP, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE CAAMPUS SERVICES OR CAAMPUS APP NOTWITHSTANDING COMPANY'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON YOUR BEHALF AS SET FORTH IN SECTION 3 ABOVE, COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY USER OR OTHER THIRD PARTY.
- 7.3. No Service Guarantee. COMPANY AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE CAAMPUS SERVICES OR CAAMPUS APP. YOU ACKNOWLEDGE AND AGREE THAT THE CAAMPUS SERVICES OR CAAMPUS APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE CAAMPUS

SERVICES OR CAAMPUS APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

- 7.4. Indemnification. You shall indemnify, defend (at Company's option) and hold harmless Company and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to your provision of Tuition Services or use of the Caampus Services. This indemnification provision shall not apply to your breach of any representations regarding your status as an independent contractor.
- 7.5. Limits of Liability. COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR COMPANY'S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU PURSUANT TO SECTION 3 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF COMPANY OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO COMPANY HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

## 8. Term and Termination

- 8.1. Term. This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.
- 8.2. Termination. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Company may terminate this Agreement, without notice, with respect to you in the event you no longer qualify, under applicable law or the standards and policies of Company and its Affiliates, to provide Tuition Services, or as otherwise set forth in this Agreement.

8.3. Effect of Termination. Upon termination of the Agreement, you shall: (a) promptly return to Company all Company Devices; and (b) immediately delete and fully remove the Caampus App from any of Your Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5.3, 3.7, 3.8, 3.3, 5, 6, 7, 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

#### 9. Relationship of the Parties

9.1. Except as otherwise expressly provided herein with respect to Company acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Company and you; and (b) no joint venture, partnership, or agency relationship exists between Company and you.

9.2. You have no authority to bind Company or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of Company or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Company, you undertake and agree to indemnify, defend (at Company's option) and hold Company and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

#### 10. Miscellaneous Terms

10.1. Modification. In the event Company modifies the terms and conditions of this Agreement at any time, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Company reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. You hereby acknowledge and agree that, by using the Caampus Services, or downloading, installing or using the Caampus App, you are bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fees. Continued use of the Caampus Services or Caampus App after any such changes shall constitute your consent to such changes.

10.2. Supplemental Terms. Supplemental terms may apply to your use of the Caampus Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("Supplemental Terms"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

10.3. Severability. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

- 10.4. Assignment. Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Company may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of Company's business, equity or assets.
- 10.5. Entire Agreement. This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.
- 10.6. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.
- 10.7. Notices. Any notice delivered by Company to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the portal available to you on the Caampus Services. Any notice delivered by you to Company under this Agreement will be delivered by contacting Company at [contact@origma.com.au](mailto:contact@origma.com.au). Additional Territory-specific notices may be required from time to time.
- 10.8. The interpretation of this Agreement shall be governed by Australian Capital Territory (hereafter "ACT") law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Caampus Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Canberra, ACT. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Canberrans to assert claims under ACT law whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of ACT law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending ACT law to you if you do not otherwise reside or provide services in ACT. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Caampus in writing.
- 10.9. Other than disputes regarding the intellectual property rights of the parties and other claims identified in Section 15.3.ii, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Caampus

By clicking "I accept", you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with Company.