

The Partner's use of the Services and/or Software shall be subject at all times to these Conditions together with the Order Form, any applicable Addendum and any other Conditions and conditions incorporated by reference. These Conditions only apply to Partner's based in Australia only.

Where there is a conflict between any Conditions of the order form and the Conditions, the Order Form shall take precedence (unless the contrary intention appears). The Partner should read these Conditions carefully and pay attention to Conditions 4, 5, 6, 8 and 10. These Conditions were last updated and came into effect from 2 April 2020.

1. **DEFINITIONS**

- 1.1 In addition to Conditions defined elsewhere in these Conditions, the following definitions apply throughout, unless the context requires otherwise:
 - "**Addendum**" any Conditions varying or adding to the Conditions or otherwise agreed in writing, including the applicable Conditions incorporated into these Conditions.
 - "**Affiliate**" any parent company, division, affiliate, subsidiary, or ultimate parent company's divisions, affiliates or subsidiaries.
 - "**Conditions**" these terms and conditions.
 - "**Customer Service**" the customer service desk of GOLF which can be reached at support or such other address as set out in these Conditions.
 - "**Data Protection Legislation**" all laws relating to the processing of personal data, privacy and security, including, without limitation, the Privacy Act 1988 (Cth), as implemented in each jurisdiction, and all amendments, or all other applicable or replacement international, regional, federal or national data protection laws.
 - "**Personal Data**" means any information that relates to an individual person and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual person, or other information that constitutes "personal data" under applicable Data Protection Law "**personal data breach**" shall have the meanings (or reasonable equivalents) ascribed to them in the applicable Data Protection Legislation.
 - "**Golfer**" in these Distributions Conditions means a visitor of the Platforms who reserves a tee time and as a result also becomes a customer of the Partner's Golf Course.
 - "**Golf Course**" means the specific golf courses that are operated by the Partner to which the Services and/or Software will be delivered to, as set out in the Order Form.
 - "**GOLF**" means GOLFNOW, LLC, an Florida limited liability company, with offices at 7580 GOLFNOW Channel Drive, Florida, United States, who own and operate the brands GOLFNOW and/or ISEEKGOLF by GOLFNOW.
 - "**IPR**" means intellectual property rights any patent, copyright, inventions, database rights, design right, registered design, Trade Marks, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.
 - "**Order Form**" the Partner's order for the Services and/or Software.
 - "**Partner**" the company or other type of organisation listed as "Partner" in the Order Form or the owner of the Golf Course(s) requesting the Services and/or Software.
 - "**Partner Page**" the dedicated webpages on the Platform that will display the Partner's tee times and other information (including Partner Golf Course's Conditions and conditions and cancellation policy).
 - "**Platform**" the website(s), apps, tools, or channels to which GOLF operate to deliver the Services and/or Software as set out in Condition 3.1 and includes golfnow.com.au and iseekgolf.com.au.
 - "**Services**" the services provided by GOLF as set out in the Order Form, subject to these Conditions, further described under Condition 3.
 - "**Software**" the software to be supplied by GOLF as set out in the Order Form.
 - "**Third Party(ies)**" any party other than the Partner (who is not a director or employee). A third party includes subcontractors, consultants or any other non-employed individual, volunteer or business.
 - "**Time Period**" the time period means, (i) beginning thirty (30) minutes after the Partner Golf Course opens to 1pm (between 1 April to 30 September in any given year); and (ii) beginning thirty (30) minutes after the Partner Golf Course opens to 4pm (between 1 October to 31 March in any given year).
 - "**Trade Mark(s)**" the registered trade marks and trade mark applications, and all unregistered trade marks, brand names and/or logos.
 - "**Trade Times**" defined at Condition 4.2.
- 1.2 Any words following the Conditions "including", "include", "in particular", "for example" or any similar expression shall be deemed to be followed by the words "without limitation", shall be construed as illustrative, and

shall not limit the sense of the words, description, definition, phrase or Condition preceding such Conditions.

- 1.3 Headings do not affect the interpretation of the Conditions.

2. **APPLICATION**

- 2.1 The Partner is contracting with GOLF for the provision of the Services and/or Software, as set out in an Order Form subject to these Conditions (specifically the Services set out in Condition 3.1).
- 2.2 No Order Form shall be deemed to be accepted by GOLF until the earlier of GOLF signing the Order Form and sending an electronic copy to the nominated email address of the Partner or GOLF commencing or delivering any or part of the Services and/or Software. It is only at this point that a legally binding agreement has been entered into (**Effective Date**).
- 2.3 The Services and/or Software will commence as soon as possible after the Effective Date (**Go Live Date**). However, any date or time for delivery given by GOLF shall be an estimate only and, in any event, time is not of the essence.
- 2.4 These Conditions govern the Partner's access and use of the Services and/or Software. In addition, and where applicable, as set out in an Order Form additional Conditions may apply and be incorporated as an Addendum.

3. **SERVICES & SUPPORT**

- 3.1 GOLF enables participating Partners to make their Golf Course(s)'s tee times available for reservation to Golfers on the Platforms and GOLF advertises such tee times to Golfers amongst other services (**Services**).
- 3.2 Where the Platforms integrate with the Partner's technology systems (e.g. electronic tee sheet), the tee times reserved by Golfers will be automatically posted on the Partner's systems. Where there is no integration, the Partner shall receive communication (via the email address the Partner provides to GOLF from time to time) for each reservation made.
- 3.3 GOLF shall provide the Partner appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee to be agreed between the Parties.
- 3.4 Telephone and email support shall be provided to Partner during normal business hours (8am to 5:30pm (AEDT) – Monday to Friday including Australian bank and public holidays, except 25 December or as otherwise notified) through GOLF's published phone numbers and email addresses.

4. **PAYMENT & PAYMENT CONDITIONS**

- 4.1 Unless otherwise agreed the following Conditions apply in consideration of the Services, and where applicable Software, provided by GOLF:

TRADE TIMES

- 4.2 Trade Times are defined as four (4) individual 18-hole rounds per Golf Course per day. Unless otherwise agreed, the Trade Times will be sold at a price and time within the Time Period, at the discretion of GOLF. Any changes to the agreed times must be agreed in writing by GOLF and subject to Condition 4.5.
- 4.3 Where the allocated Trade Times (including individual 18-hole rounds allocated as Trade Times) are sold by the Partner (either on its own website, by a third party, or in any other manner other than on the Platforms), the Trade Time (or remaining individual 18-hole rounds) will automatically roll to the next available time. Where Trade Times have

been allocated and the full four (4) individual 18-hole rounds are not sold on the Platforms (in whole or individually) they will not roll.

- 4.4 Where applicable, it is agreed that the Trade Times constitute payment in full by the Partner to GOLF for the supply of the Services and/or Software, and where applicable Software. Therefore, GOLF will collect and keep the entire revenue sold for Trade Times. This amount shall be inclusive of any applicable VAT, GST, sales, use or similar tax (**Taxes**).
- 4.5 Without prejudice to GOLF's rights, where Trade Times are the agreed consideration for the Services and/or Software, and where applicable Software, each Party will work collaboratively in good faith to ensure that the Trade Times are posted at a time that works commercially for GOLF in its discretion.

COMMISSION FEES

- 4.6 Where applicable, the Partner will pay to GOLF the Commission Fees on any and all online tee time sales made through the Platform. The Commission Fee is calculated on the gross value of the tee time sold, excluding any booking fees that are paid directly by the Golfer.
- 4.7 Where applicable and unless otherwise agreed, the percentage of Commission Fee is twenty percent (20%).

PAYMENTS, REPORTING AND TAXES

- 4.8 Where applicable, depending on the Partner's choice GOLF will either collect:
- (a) the gross revenue (i.e. before deduction of GOLF's Commission Fee) from a Golfer via the Platforms on the Partner's behalf; or
- (b) the Commission Fee from a Golfer via the Platforms and the Partner will collect the remainder once the Golfer attends the Partner's Golf Course at the relevant time,

in each case, representing consideration for the Partner's supply to the Partner's Golfers. The Partner should in any event apply its own usual treatment of applicable Taxes to the gross revenue including any remittance from GOLF.

- 4.9 Where applicable and unless otherwise agreed, GOLF will remit any payments owed to the Partner on a monthly basis.
- 4.10 GOLF will make any such payments to the bank account nominated by the Partner from time to time. The Partner is responsible to ensure that they provide the correct bank details. Time for any payments due to the Partner is not of the essence.
- 4.11 Upon request by the Partner and in any event on each monthly invoice, GOLF will provide the Partner with details of: (i) all reservations made at the Partner Golf Course through the Platforms (excluding Trade Times); (ii) gross sale of tee times (excluding booking fees); and (iii) the corresponding Commission Fee collected (including Taxes).
- 4.12 Any payment amounts under these Conditions shall be inclusive of any applicable Taxes. The Partner shall indemnify and hold GOLF harmless against all claims against GOLF in relation to or as a result of the failure of the Partner to (i) properly register with relevant tax authorities, or (ii) pay, collect, remit or withhold any applicable Taxes based on the Services and/or Software.

5. PARTNER'S OBLIGATIONS

- 5.1 The Partner acknowledges and agrees it (together with its directors, employees and/or (where GOLF agrees) any Third Party) will use its best endeavours to comply with the following obligations and those set out in Condition 6:

PARTNER PAGE & INFORMATION

- 5.2 Information provided by the Partner for inclusion on the Partner Page shall include information relating to the Partner's Golf Course(s) (including pictures, photos and descriptions), its available facilities and services, details of the green fee price (including all applicable Taxes), any specific Conditions and conditions it imposes on its Golfers (dress codes, minimum handicaps, etc.), and any applicable cancellation policy the Partner wishes to impose (the **Partner Information**). In the absence of the Partner providing the Partner Information (in whole or part), GOLF will display default information, including tee time cancellation policy, tee time policy and tee time notes (**Default Information**).
- 5.3 The Partner represents and covenants that the Partner Information shall at all times be true, accurate and not misleading (including the Default Information). The Partner is responsible for contacting Customer

Services and/or Software to correct and/or update the Partner Information (including any Default Information presented where the Partner fails to supply Partner Information) as appropriate, including notifying GOLF in relation to any additional and/or adhoc messaging that needs to be displayed that may affect a Golfer's purchasing decision or enjoyment, such as hole closures, temporary greens, adverse course conditions or unavailable facilities etc.

- 5.4 The Partner shall verify the Partner Information on a daily basis (or such more frequent basis as may be required) and contact Customer Services and/or Software as per Condition 5.3 to correct and/or update. GOLF will use its commercially reasonable endeavours to ensure the Partner Information is updated promptly upon such notification from the Partner.

MAINTENANCE

- 5.5 In addition to the Partner's obligations in respect of the Partner Information, the Partner (together with its directors, employees, and/or (where GOLF agree) any Third Party) shall:
- (a) honour all Trade Times and any tee times reserved through the Platform;
- (b) treat all Golfers originating from the Platform with proper courtesy and respect;
- (c) make every effort to maintain its tee time inventory in the most up-to-date manner possible;
- (d) not do anything, or omit to do anything, which could or would detrimentally affect the performance of the Services and/or Software;
- (e) work cooperatively with GOLF to minimise double-bookings, cancellations and the like; and
- (f) inform GOLF as soon as practicable if the Golf Course is closed at any given time, so as to prevent any Trade Times or tee time sales and/or to allow GOLF Customer Service team to try and contact the Partner's Golfers that the Golf Course is closed, in particular the Partner (together with its directors, employees, and/or (where GOLF agree) appointed subcontractors or consultants) will inform GOLF when:
- (i) the Golf Course is closed due to adverse weather condition or a No Fault Event (as defined at Condition 13.5);
- (ii) the Golf Course or any of its facilities have closed early (and whether or not Golfers are still permitted to play or any other information that Golfers may need).
- (g) Comply with all applicable laws, rules and regulations relating to Australia Consumer Law, including Schedule 2 of the Competition and Consumer Act 2010, relating to the legal relationship between the Partner and Golfers.

PARITY

- 5.6 The Partner shall allow GOLF to advertise the Partner's tee times on the Platforms at the same or better price as it would charge Golfers booking directly with the Partner (including online, telephone and in-person). This includes the same Conditions and conditions for the booking (including lead time), the price of the tee time, and the applicable cancellation policy, as made available by the Partner or (where applicable) displayed on the Partner Page (**Parity**).
- 5.7 Parity does not apply to tee times that are (a) available to book on the Partner's own website as part of a package, where such package cannot be sold on the Platforms; (b) on offer by any other online provider with which the Partner has an agreement to advertise and market the Partner's tee times; or (c) where applicable, Trade Times.

6. GOLF'S BOOKINGS

BOOKINGS

- 6.1 Golfers' purchases of the Partner's tee times are subject to the booking conditions featured on the Platforms, as updated from time to time (**Booking Conditions**). The Partner should familiarise itself with such Booking Conditions. The Partner's Information will be provided on the Partner Page and will be incorporated in the Booking Conditions by reference and shall take precedence over the Booking Conditions.
- 6.2 When a Golfer makes a booking through the Platforms, a direct contract (and therefore legal relationship) is created solely between the Partner and the Golfer.
- 6.3 Unless otherwise agreed, other than any additional purchases the Golfer wishes to make at the Partner Golf Course, the Partner shall not charge the Golfer any other payment, charge or fee to the Golfer relating to the tee time purchase via the Platform.
- 6.4 Where the Partner cannot verify the Golfer's booking, it should contact Customer Services and/or Software to clarify the booking.

REPRESENTATION

- 6.5 The Partner warrants and represents that it will not (and procure that its directors, employees and/or (where GOLF agree) appointed subcontractors or consultants) will not represent GOLF or bring the Services and/or Software in disrepute by taking any of the following actions:
- (a) Inform, blame or give the impression that GOLF is responsible for any cancellation or refunding the Golfer where the Partner itself has failed to comply with its obligations under Conditions 5.3 and 5.5(c); or
 - (b) Encourage Golfers to request a refund from GOLF before or after taking payment from the Golfer directly for a tee time; or
 - (c) Incentivise or otherwise discourage Golfers not to book via the Platforms.

CONFIRMATION AND REJECTION

- 6.6 The Partner must check the bookings made by Golfers originating from the Platforms on a daily basis (or on a more frequent basis as may be required). The Partner must honor all Trade Times and tee times booked via the Platform. Trade Times and tee times are only cancelable in accordance with the Golfer's cancellation rights and/or the Partner's cancellation policy, where such has been properly incorporated into the legal contract between the Golfer and Partner.
- 6.7 Where the Partner wishes to reject the booking and it is in contravention of its own cancellation policy, then the Partner shall be solely liable for the resolution of such cancellation, including any refunds owed to the Golfer. In such circumstances the Partner acknowledges that, in addition to any refund paid to the Golfer (where applicable), it will pay: (i) the total value of the Trade Time sold to GOLF; or (ii) the Commission Fee GOLF should have received.

GOLFER COMPLAINTS

- 6.8 GOLF operates a complaints procedure for Golfers who may be unhappy with the Service they have received from GOLF. This procedure does not relate to any complaint, claims or requests the Golfer has with the Partner, which are subject to Condition 6.9.
- 6.9 Complaints, claims or requests that the Golfer has against the Partner, including the Golfers enjoyment or treatment whilst at the Partner Golf Course; or specific requests (including buggy hire, caddy requests), made by Golfers, are to be dealt with by the Partner (**Claims**). GOLF is not responsible for and disclaims any liability in respect of such Claims from Golfers against the Partner. GOLF may at all times and at its sole discretion, in respect of any Claims:
- (a) offer customer (support) services to a Golfer;
 - (b) act as intermediate between the Partner and a Golfer;
 - (c) provide - at the costs and expenses of the Partner - alternative tee times of an equal or better standard in the event of an overbooking or other material irregularities or complaints in respect of the Partner; or
 - (d) otherwise assist a Golfer in its communication with or against the Partner.

NO FAULT CANCELLATIONS

- 6.10 Notwithstanding the Partner's obligations as set out at Conditions 5 and 6, in the event that a cancellation occurs due to a No Fault Event (as defined at Condition 13.5), GOLF will refund the Golfer in full and the Partner will not be liable to pay any Commission Fee to GOLF for the applicable booking. .

7. LICENSE

- 7.1 The Partner hereby grants GOLF a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):
- (a) to use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those agreed upon elements of the IPR of the Partner as provided to GOLF by the Partner pursuant to these Conditions and which are necessary for GOLF to exercise its rights and perform its obligations under these Conditions; and
 - (b) to use, reproduce, have reproduced, process, distribute, sublicense, display and utilise (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Partner Information.

8. SEARCH RESULTS, GOLF ADVISOR REVIEWS & MARKETING

SEARCH RESULTS

- 8.1 The order in which the Partner is listed on the Platforms (**Search Results**) is determined automatically and unilaterally by GOLF, based on the search criteria a Golfer has requested (the Golfer will apply filters and sorting mechanisms to their searches on the Platforms). The Search Results are influenced by various factors, including but not limited to the:
- (a) expected Trade Time revenue and/or Commission Fee revenue;
 - (b) availability of tee times at the Partner Golf Course;
 - (c) price of the Partner's available tee times;
 - (d) time of the Partner's available tee times;
 - (e) location of Partner Golf Course in relation to the location of the Golfer (based on their location search; or IP address; or GPS location);
 - (f) name of Partner Golf Course (where the Golfer searches alphabetically); and
 - (g) Partner Golf Course's GOLF Advisor rating.
- 8.2 The Partner can pay to become a featured course by purchasing GOLF's premium marketing programme services (**PMP Services and/or Software**). Purchasing such PMP Services and/or Software (which may be subject to additional Conditions and conditions, as set out in an Order Form) will entitle the Partner Golf Course to be a featured course in accordance Search Results and be included in marketing emails sent to Golfers who have opted in to receive marketing emails from GOLF.

GOLF ADVISOR REVIEWS

- 8.3 GOLF will ask Golfers who play at the Partner Golf Course(s) to review and score their experience with the Partner's Golf Course(s) via GOLF's affiliate website www.golfadvisor.com, a world-leading online golf review website.
- 8.4 GOLF reserves the right to post the reviews and scores on the Platforms including the Partner Page.
- 8.5 The Partner acknowledges that GOLF is a distributor (without any obligation to verify) and not a publisher of these reviews and comments made by Golfers. GOLF recommends that the Partner creates a GOLF Advisor account to manage and respond to comments and reviews made by Golfers. For more information the Partner is referred to: <https://www.golfadvisor.com/golf-advisor-business>

ONLINE MARKETING

- 8.6 GOLF is entitled and the Partner grants permission to GOLF to purchase keywords in search engine marketing that include Partner Golf Course's name or any other trade name, Trade Mark or other IPR belonging to Partner, to promote the Partner's Page and available tee times. GOLF purchases keywords and runs online marketing campaigns at its own costs and discretion.

9. PERSONAL DATA

- 9.1 **Roles:** The parties acknowledge that GOLF is an independent data handler of all personal data obtained by GOLF directly and independently from Golfers who are visitors on the Platforms , and personal data processed by GOLF for the purpose of sending marketing to Golfers (**GOLF Data**). GOLF shall process any GOLF Data in line with its privacy policy at www.nbcuniversal.com/privacy. The Partner is an independent data handler of all personal data it receives from GOLF in order to facilitate the booking of tee times under this Agreement.
- 9.2 **Nature of processing:** GOLF will share personal data with Partner in order to facilitate the booking of tee times under these Conditions.
- 9.3 **Categories of data:** The categories of personal data that GOLF may provide to the Partner under these Conditions may include: first name, last name, phone number, mobile phone number, email address, tee date, tee time, booking date, booking time, other booking details including names of other players.
- 9.4 The Parties warrant that they shall comply at all times with applicable Data Protection Legislation.
- 9.5 The Partner acknowledges and agrees that it will obtain its own consents, as required under applicable Data Protection Legislation, if it wishes to send direct marketing emails or text messages to Golfers whose contact details it receives from GOLF following a tee time booking on the Platforms under.

9.6 The Partner shall indemnify and keep GOLF indemnified against any loss, damage, dispute or third-party claim incurred by GOLF as a result of any breach of this Condition 9.

10. REPRESENTATIONS AND WARRANTIES

10.1 Partner represents and warrants to GOLF that any intellectual property rights (including Trade Marks) provided to GOLF by Partner do not violate the rights of any third party. Partner agrees to indemnify and keep GOLF indemnified for any alleged or actual breach of this warranty.

10.2 GOLF will provide the Services and/or Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLF will use commercially reasonable means to fix any defect in the Services and/or Software that may arise. Partner and its authorised users shall use the Services and/or Software only in accordance with these Conditions. Aside from these warranties, to the extent permissible by local law, GOLF provides the Services and/or Software without warranty of any kind, either express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or use.

11. INDEMNIFICATION AND LIABILITY

11.1 Partner (together with its directors, employees and/or (where GOLF agrees) its appointed subcontractors or consultants), shall be liable to pay GOLF (on written demand) and indemnifies GOLF against all reasonable costs, expenses and losses sustained, incurred or which are payable by GOLF (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, damage to property, loss of opportunity, and legal costs on a full indemnity basis) arising directly or indirectly:

- (a) the Partner's fraud, negligence or failure to comply, or unreasonable delay in complying, with any of Conditions of these Conditions;
- (b) all claims made by Golfers concerning inaccurate, erroneous or misleading information on the Partner Page; and
- (c) all claims made by Golfers concerning or related to (in whole or part) the Golfers' experience, enjoyment or (lack of) services provided by the Partner at the Partner Golf Course.

11.2 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded under applicable law.

11.3 In no event shall either Party be liable for any special, incidental, indirect, consequential, exemplary or punitive damages (including, without limitation, any damages based on loss of profits, loss of use, business interruption or loss or corruption of data) even if such Party has been advised of the possibility of such damages. The foregoing limitations shall apply regardless of the cause or the form of action (whether breach of contract, breach of warranty, negligence, strict liability or otherwise).

11.4 GOLF's total liability to the Partner in respect of all other losses arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total amount paid by the Partner (where applicable, Commission Fees and/or Trade Times) to GOLF in the preceding twelve (12) months.

12. TERM & TERMINATION

12.1 These Conditions shall commence on the date set out in an Order Form for a request for Services and/or Software and shall continue for an indefinite period of time. Each Party may terminate these Conditions at any time and for any reason by giving the other Partner at least sixty (60) days' written notice.

12.2 Each Party may terminate or suspend (all or part of its obligations, covenants and undertakings) under these Conditions with immediate effect and without a notice of default being required where the other Party does any of the following acts:

- (a) commits a material breach of any Condition of these Conditions which is irremediable or, if such breach is remediable, fails to remedy such breach within fourteen days (14) days of receiving written notice of such breach;
- (b) repeatedly breaches any of the Conditions of these Conditions;
- (c) ceases, suspends, or threatens to cease or suspend, to carry on its business or payment of its debts; and/or
- (d) is subject to a bankruptcy or winding up order or similar action.

13. GENERAL

13.1 Neither party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party, provided that GOLF may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to a GOLF Affiliate company without the prior written consent of the Partner. Notwithstanding anything to the contrary, any assignment or transfer by the Partner shall not relieve the assignor/transferor of its obligations under any agreement subject to these Conditions.

13.2 Failure or delay by GOLF to enforce, or partially enforce, any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement. Any waiver by GOLF of any breach of, or any default under, any provision of the Agreement by the Partner shall be in writing and shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Agreement.

13.3 If any Condition is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining Conditions, and the remainder of such Condition, shall continue in full force and effect. In the event that such court decides that such Condition is not severable, the parties agree to substitute such Condition with a legal, valid, enforceable and reasonable Condition, which achieves, to the greatest extent possible, the same commercial effect as the original Condition.

13.4 The Parties hereby acknowledge and agree that GOLF is an independent contractor and not an employee, agent, joint venture or partner of Partner or any of its affiliates.

13.5 Neither Party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of the Services and/or Software, if it is due to a No Fault Event. **No Fault Event** means any event beyond the reasonable control of a Party, including without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, an act of terrorism, national emergencies (including pandemics), loss of infrastructure, facilities, telecoms and electricity supply. The Party to such event shall, as soon as practicable, give notice of the event to the other Party, such notice to include a reasonable forecast of the duration of the No Fault Event. If such delay or failure continues or is likely to continue for at least one hundred (100) days, either Party shall be entitled to terminate the Agreement on notice to the other.

13.6 The formation, construction, performance, validity and all aspects of these Conditions, including any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New South Wales Australia. The parties agree that the courts of the State of New South Wales Australia, shall have the non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter.