

NumeroPro Pty Ltd

Standard Service Agreement

Version 2.8.0

August 2009

This Standard Service Agreement, the Service Schedule(s), the License Software Agreement(s) and Service Agreement Form(s) will together form agreement between NumeroPro and You (**the Agreement**)

By completing the Service Agreement Form You agree to be bound by **the Agreement**.

If there are any inconsistencies between the documents that form **the Agreement**, the order of precedence is the Standard Service Agreement, The Service Schedule(s) and then the Service Agreement Form(s)

NumeroPro

A Robina Corporate Centre 3/76-84 Robina Town Centre Drive, Robina, QLD 4226 P PO Box 1059, Robina DC, QLD 4226

P 07 5585 5900 F 07 5574 1240 E www.numeropro.com

ABN: 25 652 326 121

General Terms & Conditions

You should be aware that NumeroPro can change these terms at any time. If in the event changes occur to these terms and conditions, then the online version of this Standard Service Agreement will automatically be updated to reflect those changes.

Section 1. Your Obligations

- 1.1 We will provide you with a service and will use responsible care and skill in doing so. In order for us to provide you with the Service, there are a few things that we need to ask you to do. These are:
- (a) comply with the Agreement and all applicable laws, regulations, standards and codes;
 - (b) provide Us with information that We reasonably require to provision and supply Services to you;
 - (c) not resupply or resell the Service without our prior written consent;
 - (d) follow our reasonable directions about the use of the Service;
 - (e) ensure that all information You give Us is true, correct, current and complete;
 - (f) use the services for lawful purpose and without being a nuisance to anyone;
 - (g) never interfere with the reasonable use of the Service by our other customers;
 - (h) be solely liable for all information and data carried over Our Network or a third party network as a result of Your use, or deemed use, of the Service;
 - (i) be responsible for any of Your agents, employees, contractors or other service providers who have access to the Service;
 - (j) report to Us as soon as possible any unauthorised use of the service;
 - (k) provide a stable environment for Us to supply the services. If You fail to do so We will not be liable for any failure to provide the Services as a result;
 - (l) ensure you keep your account information, password, data and equipment secure; and
 - (m) ensure that your PC and Internet connection meets the minimum requirements to support our services as stated on our website and product guide information.
- 1.2 There are certain things that, despite our best efforts, we cannot guarantee or provide in relation to the Service. This means we have to ask you to acknowledge each of the following;
- (a) We will use reasonable care and skill in providing the Service and will provide the Service in accordance with this Agreement. However, given the nature of Telecommunications (including the Service's reliance on systems and services not owned or controlled by us) we cannot promise that the Service will be continuous, accessible at all times or fault free.

- (b) We will provide the Service Level Agreement as set out in Service Agreement Schedule as updated from time to time.
- (c) We may not be able to meet requests from you to provide detailed information about your service for example, information reflecting CCMS errors.
- (d) We do not have to monitor use of the Service, whether by you or anyone else. If we do so, we can stop the monitoring at any time. We may monitor use of the Service to see whether you are complying with Acceptable use of policy or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the Acceptable Use Policy or any other Policy that applies to anyone using the services that we provide them.
- (e) We are not responsible for any loss of data caused by equipment or network failure.

Section 2. Charges for your Services

- 2.1 As with any Service provided by NumeroPro, we ask you to pay certain charges. With this Service, you are responsible for paying the charges set out in the pricing schedule of your service agreement, starting from your Service Commencement Date and by the same date as specified on the invoices as supplied to You.
- 2.2 If You do not pay an invoice in full by the due date, We may charge You a default charge on the unpaid amount on a daily basis from the due date until payment is made at the rate of no more than 3% above the Commonwealth Bank Corporate Overdraft Reference Rate published on the first day of the month;
- 2.3 In the event that NumeroPro discover leakage or a non billing service, than it will be at the discretion of NumeroPro to forward an invoice for charges incurred during the period of use of such service and or automatic disconnection of that service.
- 2.4 These charges apply even if they have been incurred by a person using your Service without your authorisation;
- 2.5 You should only accept this Agreement if you agree to pay the charges set out in the pricing schedule of your Service Agreement.
- 2.6 We have chosen to structure our pricing schedule so that all subscriptions are payable in advance.

Section 3 GST

- 3.1 Unless otherwise expressly stated in the relevant Service Schedule and / or Service Agreement Form, the Charges are GST exclusive. You must pay Us, in addition to the charges, an amount equal to any GST payable on the supply of the Service. That additional amount is payable at the same time as any part of the Charge is payable. We will issue a tax invoice to You for the supply of Service prior to the Due Date of payment

Section 4. Invoicing

- 4.1 If you consider there is a mistake with any invoice, You must notify Us within 3 months of the date of the relevant invoice, with full details. We will investigate the matter and report back to You as soon as practical. If the matter cannot be resolved, the procedure relating to Resolving Disagreements must be followed. If we have made a mistake; we will adjust a later invoice.

4.2 Where You receive the Service from more than one member of Our group, then in some cases, each member may bill You individually for the Services it has provided and You must make payment to the bill issuer or as directed.

4.3 We will produce only one invoice per month per account from the date they are rendered;

4.4 If an invoice is not paid by the due date we may, at our discretion, engage a Debt Recovery Agent to collect the default amount. In doing this we may:

- (a) Engage any Debt Recovery Agent of Our choice after an invoice has been in default for 7 Calendar days
- (b) Instruct the Debt Recovery Agent to collect any outstanding amounts owed to NumeroPro ; and
- (c) Charge you any fees rendered by the Debt Recovery Agent;
- (d) Charge you any legal fees that may arise from the proceedings;
- (e) Require you to pay said fees in addition to the invoices that Our Debt Recovery Agent has been given for collections; and
- (f) Provide your personal information to a credit reporting agency.

4.5 We may allow you to select to be billed for the service by

- (a) Direct Debit Bank Account
- (b) Credit Card Direct Debit
- (c) Paper Invoice

4.6 We may provide you with the option to pay Your Service via direct debit. If you select to use this payment method you must complete an Ezidebit direct debit application whereupon NumeroPro may, subject to any limitations described on the your direct debit application:

- (a) Deduct amounts sufficient to pay all fees and charges outstanding on your account when direct debit is processed;
- (b) Deduct amounts sufficient to pay suspension fees that may be outstanding;
- (c) Charge you a fee of \$20.00 including GST for a direct debit that has failed;
- (d) Deduct any Cancellation Fee payable under Commencement and Termination Section of this document;
- (e) Withdraw your ability to use Direct Debit as a payment method if your account has insufficient funds on three or more occasions.

4.7 We may provide you with the option to pay for your Service via credit card. If you select to use this payment method you must complete an Ezidebit credit card direct debit authorisation, if you select to use this payment method and supply your credit card details for the purpose of paying for your Service, we may;

- (a) Bill all fees and charges to your credit card on a monthly basis from your Service Commencement Date;
- (b) Disclose your credit card details to, and obtain information from, any financial institute or credit card issuer to verify the credit card details;
- (c) Take steps to verify that there is sufficient credit on your credit card account to meet likely fees;
- (d) Charge any Cancellation Fee payable under Commencement and Termination Section of this document;
- (e) Charge you a fee of \$20.00 including GST for a direct debit that has failed;
- (f) Withdraw your ability to use Credit card direct debit as a payment method if your account has insufficient funds on three or more occasions;

- 4.8 NumeroPro's preferred method of payment is via a direct debit from a nominated bank account or credit card. Rather than issuing a paper invoice, if you select to receive your monthly account via invoice then you will incur an additional \$5.00 administration fee per month, per service.
- 4.9 If you fail to pay your account within the nominated time as displayed on your invoice, we will proceed to suspend your account within 7 days of non-payment;
- (a) Suspension fees will be calculated in accordance to section 6.4(c)
 - (b) You will be required to pay your account in full including suspension fees to reactivate your services
 - (c) Failure to pay all outstanding invoices including suspension fees for a period of two consecutive months will result in us proceeding to section 6.4 of this agreement.

Section 5 Changes to Charges

5.1 We may vary Charges if:

- (a) We continue to provide the service after the end of any minimum period, unless otherwise stated in the applicable Services Agreement Form; or
- (b) You have requested a change to the Services to be provided and we have agreed in writing to that change; and
- (c) We need to make change immediately in order to act legally or the change results from changes in the law.

5.2 We may vary the charges at any time if there is an increase in the amount that We must pay to any other network operator or any of our suppliers in providing the Service to You.

Section 6. Commencement and Cancellation of this Agreement

6.1 Commencement of Agreement

- (a) We ask you to note that this agreement commences on the following dates;
 - i. If you sign a Service Agreement form, on the date you sign the Service Agreement form; or
 - ii. If you apply in circumstances other than (i) above, and the Material Terms are read to you, on the date you accept them ;or
 - iii. If the Material Terms have not been read to you , this Agreement commences on the date we install the service; or
 - iv. You accepted the software license agreement on the day of activating service;

6.2 Cooling Off Period

- (a) The agreed Cooling Off Period for all NumeroPro Products and Services is five days after receipt of signed service agreements and only pertains to the fact that NumeroPro initiated first contact with You; or
- (b) If You initiated first contact with NumeroPro to purchase any product or service, then there is no agreed Cooling Off period.

6.3 Application Cancellation

- (a) You may cancel an application made for a service at any time prior to the commencement of the service. To avoid doubt it should be emphasised that cancellation requests received subsequent to the commencement of those services are service cancellation requests and clause 6.4 will therefore apply;
- (b) Application cancellation request must be made in writing and sent by email to info@numeropro.com ;

NumeroPro

A Robina Corporate Centre 3/76-84 Robina Town Centre Drive, Robina, QLD 4226 P PO Box 1059, Robina DC, QLD 4226

P 07 5585 5900 F 07 5574 1240 E www.numeropro.com

ABN: 25 652 326 121

- (c) Upon cancelling an application you will be charged the Applicable Cancellation Fee, unless a Cooling Off Period applies to you in which case you will only be charged the Applicable Cancellation Fee, should you cancel after the Cooling Off Period has ended; and
- (d) Where a Cooling Off Period applies to you, we may choose to delay installation and or activation for the service until after the Cooling Off period has ended.

6.4 Cancellation & Termination Charges

- (a) You will be liable to pay cancellation charges if;
 - i. You terminate all or any Individual Services of the Agreement before the end of the minimum period other than in accordance to service agreement.
 - ii. We terminate all or any Services or the Agreement prior to the end of the minimum period as agreed to in accordance with the service agreement.
- (b) Except as expressly set out in a Service Agreement the Cancellation Charges is the sum of
 - i. The minimum monthly subscription for the remaining months of the contract;
 - ii. The cost of recovering data and records calculated at \$230.00 per hour for each hour of IT specialist support required;
 - iii. The cost of developing reporting structures calculated at \$168.00 per hour for each hour of non IT specialist support required;
 - iv. The cost associated with retrieving equipment and software calculated at \$230.00 per hour for each hour required;
 - v. The cost associated with separating servers from a farmed environment (where applicable), when NumeroPro have provided a total IT Services Agreement calculated at the rate of not less than two months subscription;
 - vi. The total cost associated with rebuilding servers and retrieving data to be transferred back to an account holder that NumeroPro provided a total IT Service Agreement calculated at the rate of not less than two months subscription; and
 - vii. The cost associated with retrieving equipment calculated at the rate of \$230.00 per hour for each hour required.
- (c) You agree that the Cancellation Charge is a reasonable estimation of our likely financial loss should any individual Services be terminated prior to the end of the Minimum Period
- (d) We may invoice you for all or part of that Cancellation Charge payable by You under this clause at NumeroPro's sole discretion,
- (e) You agree to pay any Cancellation Charge by due date on the invoice or NumeroPro will proceed to action clause 4.4 of this Agreement.
- (f) You agree to pay all charges in accordance with this clause if the Service Agreement is terminated by Us.
- (g) If you are in breach of the Agreement by non-payment of Our charges when due, We have the right to suspend performance of any or all of our obligations under the Agreement. If You fail to comply with our written notice requiring You to remedy such breach by the date specified in such notice suspension fees are calculated at the rate of \$8.00 per day for each day suspended.

Section 7. Software Licences

- 7.1 We will provide Software to you and grant you a revocable non exclusive license to use the software. Your rights in the Software are set out in this section.
- 7.2 We remain the owner of the software at all times.

7.3 Where we supply Software to you, you agree to:

- (a) Only use the software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the service;
- (b) You may use the software only for the purpose for which it is provided under the Agreement;
- (c) Not sub-license, assign, share, sell, rent, lease or otherwise transfer to any person your right to use the Software;
- (d) Not copy (other than making one copy for archival or backup purpose), translate, adapt, modify, alter, de-compile, disassemble or reverse – engineer the software: create any derivative work of the software in whole or in part, except as permitted under the Copyright Act 1968 (Cth);
- (e) Not alter or remove any copyright or other intellectual property notifications applied to the software;
- (f) You will comply with any further requirements We impose in relation to the software;
- (g) We may at any time install upgrades or new versions of the software and You shall cooperate to the extent necessary for Us to do so; and
- (h) You agree to apply upgrades on every occasion; You understand that failure to do so will result in Agreement being Terminated by You and agree to proceed to action under section 6.4.

Section 8. Service Disruption

8.1 We may temporarily suspend or restrict any Service,

- (a) If we believe it necessary to do so in order to comply with any law or an order or request of any Regulatory body;
- (b) To protect any person, equipment or Our network and / or to attend to an emergency; or
- (c) During any scheduled maintenance period; or
- (d) In the event that we have suspicion that you have breached the Acceptable Usage Policy and/or breached software license; or
- (e) If the service is used in an excessive or unusual way (through we are not obliged to do so and You remain liable to pay for any charges incurred for any excessive or unusual usage); or
- (f) Identify potential harm and / or risk to our network and / or software applications from external source.

8.2 Unless otherwise stated in a Service Schedule, We will;

- (a) Give you at least 3 days notice of scheduled maintenance that is likely to affect You;
- (b) Will not carry out any scheduled maintenance between 8.00 – 16.00 on business days unless urgently required to protect the integrity of the services provided to you, and/or, our customers.

Section 9. Liability

9.1 Limitation of Liability

- (a) To the extent permitted by law, We exclude all statutory or implied conditions or warranties. We do not warrant that Services will be free of interruptions, delays or faults.
- (b) To the extent permitted by law, our liability in relation to the Agreement under any term, condition, warranty, undertaking, inducement or representation that by law cannot be excluded, or that is not otherwise excluded by the Agreement, is limited at our option to:
 - i. In the case of services ; the cost of the resupply or payment of the cost of resupplying the services; or
 - ii. In the case of goods; the replacement of the goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods or the payment of the cost of having the goods repaired.

- (c) To the extent permitted by law, Your total liability in respect to all claims in connection with the Agreement (whether in contract, negligence or any other tort, under any statute or otherwise) will be the sum of charges paid or payable by You under the Agreement in the six month period preceding the date of the event that gave rise to the last claim, save in respect of Your indemnity obligations or Your obligations to pay Charges under the agreement.
- (d) Neither party will be liable to the other under (under the law of contract, tort, equity or otherwise):
- i. for any damages of any kind arising out of or in connection with the Agreement that are indirect or consequential (meaning not arising in the ordinary course as a direct, natural or probable consequence of the act, or omission complained of); or
 - ii. for any loss of data, loss of revenue, loss of sale, loss of profits, loss of business or any other economic loss or any loss of goodwill; regardless of the cause of such damages or whether the other party had been advised of the possibility of such damage.
- (e) The amount that either of us has to pay the other will be reduced to the extent that the event giving rise to the obligation to pay has been caused or contributed to by the other.

9.2 Your liability to Us:

- a) You are liable to us if you breach this agreement or act negligently under the principles applied by the courts. However, you are not liable for any loss to the extent that it is caused by us, for example, through our Negligence, or breach, of this Agreement.

Section 10. Events Beyond Reasonable Control

- 10.1 Neither party will be liable for failing to meet its responsibilities under the Agreement (except Your obligation to pay Charges for services You have received) because of a Force Majeure event.

Section 11. Property Rights

- 11.1 Except as otherwise provided in the Agreement, acquiring Services from Us, does not give You any ownership or other property rights in Our Network or Our Equipment.

Section 12. Intellectual Property

- 12.1 Any intellectual property owned by either party prior to entry into the Agreement, or developed independently of the Agreement by either parties will continue to be owned by that party;
- 12.2 We either own the intellectual property in the Service provided to You or, where We use any intellectual property belonging to anyone else, We have a license to do so;
- 12.3 None of Our intellectual property is transferred to You. You cannot, and will not, use or reproduce such intellectual property for any purpose outside the Agreement;
- 12.4 All intellectual property including any improvements or changes to said product or changes or Service, devised or made, by anyone during the time of the agreement belongs to Us.
- 12.5 You agree to indemnify, defend, and hold Us harmless from loss incurred or suffered by Us arising from any claims (including third party claims) or demands against Us where such Loss was caused by any infringement or alleged infringement of any person's Intellectual Property by You when using the Service. The indemnity is reduced to the extent that the loss is caused by negligence act by Us.

Section 13 Information

13.1 Confidential Information

- (a) Subject to clause 7.1 each party must always keep the other parties Confidential Information Confidential;
- (b) We both agree to:
 - i. Use the Confidential Information of the other party only to the extent required for the purpose it was provided;
 - ii. Not copy or reproduce any of the Confidential Information of the other party in any way;
 - iii. Disclose the other Party's Confidential Information only to employees and contractors who need access to the information and who are bound to keep it confidential;
 - iv. Disclose the other party's Confidential Information only its legal advisers and insurance providers only as required to provide advice and are bound to keep such information confidential; and
 - v. Not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any Stock Exchange or Regulatory Body.
- (c) A party must promptly return or destroy all Confidential Information of the other party in its possession, or control at the other party's request, unless required by law to retain it.
- (d) Confidential information excludes;
 - i. Information generally available in the public domain (without unauthorised disclosure under the agreement)
 - ii. Information that is independently developed,

13.2 Personal Information

- (a) Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account and/or credit card details, billing details, information relating to the provision and use of the Service, and information provided by you in connection with this Agreement or the Service.
- (b) This information (other than bank account and credit card details) may be used;
 - i. To enable Us to perform our obligations to you under this Agreement, including to provide the Service;
 - ii. To enable us to ensure that you perform your obligations under this Agreement; and
 - iii. By any entity related to us, and any service provider, for planning, research, or if required by any law, or if required by the rules of any Stock Exchange, and if you give Us Your express consent, for the promotion and marketing (whether targeted, direct or indirect), of our products and services, or the products and services of any service provider, and any entity related to us.
- (c) In relation to Your rights under clause 13.1 of this Agreement, we may give personal information about You to a credit reporting agency to obtain a consumer credit report about you; or
- (d) Allow the credit reporting agency to create, and/or maintain, a credit information file containing information about you;

- (e) This information is limited to:
 - i. Identity particulars;
 - ii. Your application for consumer or commercial credit;
 - iii. The fact that NumeroPro is a current credit provider to you;
 - iv. Payments which are overdue seven days and for which debt collection has commenced;
 - v. Advice that your payments are no longer overdue in respect of any default notices that may be listed;
 - vi. Information that, You have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit or service agreement; and
 - vii. Dishonoured cheques.

- (f) Information relating to your personal databases and stored on Our software remains your property, we will provide security measures to protect your details at all times providing all services provided within the Service Agreement are hosted by Us in our network environment; and

- (g) We cannot provide security to information stored on software provided by us if services are not hosted in our environment.

Section 14. Resolving Disagreements

- 14.1 Where a dispute arises between parties, it will be referred to Your Account Manager and your contract representative for resolution. If they cannot resolve the dispute within 10 Business days, either party may escalate to respective Department Managers, If the dispute is not resolved within 10 Business days of such escalation, either party may take such action or proceedings as it sees fit.
- 14.2 If you are unsure of Your Account Manager, and a dispute arises between us, You should contact escalate your complaint directly to the our Client Services Manager. If the dispute is not resolved within 20 business days, either party may take such action or proceedings as it seems fit.
- 14.3 Notwithstanding any other term of the Agreement, nothing in this clause will prevent either party from seeking urgent interlocutory relief.

Section 15. Termination

- 15.1 Either party may terminate:
- a. If the other party has materially breached this Agreement as it relates to the provision of Service and if that Breach is capable of remedy, has failed to remedy the breach within 20 days of receipt of written notice from the non-defaulting party requiring the breach to be remedied; or
 - b. The Agreement immediately on written notice where the other party suffers an insolvency event.
- 15.2 We may terminate the Agreement subject without notice if;
- a. We have evidence of a breach of software license and/or Agreements;
 - b. We have evidence of misuse under the acceptable use policy;
 - c. Unusual activity on our network from your service locations; or
 - d. Failure to pay Your account under section 4 of this agreement.

15.3 Automatic Termination

- (a) Each Service Agreement, and Individual Agreements, will terminate automatically on termination of the Agreement;
- (b) If Termination of the Agreement by Us under clause 15.1 results in an individual service terminating prior to the expiration of the minimum period of that Individual Service, You must pay Us Cancellation Charges in accordance with Section 6.4 of the Agreement.
- (c) Each Service Agreement will terminate automatically following termination of all Individual Agreements provided pursuant of the Service Agreement.

15.4 Recovery of Equipment and Software

- (a) On termination of any service under this agreement, we may reclaim our equipment after giving you written notice of intent;
- (b) If, following 30 days from date of termination of the Individual service, You fail to return our equipment; or refuse to allow Us to recover Our equipment, You agree that, as Your agent only in relation to this clause, We may enter any premises where We believe Our Equipment may be located during normal business hours to recover Our Equipment;
- (c) Provided We act with reasonable care, You must pay Us for any cost We incur (including but not limited to, legal cost on a solicitor-client basis), in exercising our rights under clause 15.3(b).

Section 16 Exit Strategies

16.1 At the end of your contractual Agreement :

- a) You are to advise Us within 3 months prior to end of contractual period of your intent to discontinue using Services provided in accordance to Service Agreement;
- b) If we provide a full IT Solution and Payroll Services, you agree to pay all exit cost as stated in section 6.4(b); or
- c) If we provide a full IT Solution and or Payroll Services, you agree to pay the rate no less than equivalent to three months subscription for the release of all intellectual property required to build a project plan in conjunction with new service provider.

Section 17 Service Level Agreements

17.1 There are four Service Level Agreements

- (a) Bronze – 24 hour response time; 72 hours resolution;
- (b) Silver – 12 Hour response time; 42 hours resolution;
- (c) Gold – 6 hour response time; 24 hour resolution;
- (d) Platinum 2 hour response time; 12 hour resolution;

17.2 We agree that, in the unlikely event of an unplanned outage, our resources will be devoted to responding to and restoring customers with our Platinum and Gold Service Level as a first preference;

17.3 We agree, that all Platinum and Gold Service Level customers will be advised of all planned outages;

17.4 We Agree, to advise all major account customers of planned outages; and

17.5 We agree, to advise all silver and bronze Service Agreements via electronic notification within 2 hours of major Outage.

Section 18 General

- a) Each party will comply with the other party's reasonable requirements for security, health and safety when working at each other's premises. Where practical, these requirements will be communicated to the other party in writing;
- b) You cannot assign your rights and responsibilities under the Agreement without prior written consent of the other party;
- c) The Agreement may only be varied by written agreement signed by both parties;
- d) No legal partnership, employer/employee, principal/agent or joint venture relationship is created or evident by the Agreement;
- e) The Agreement is the entire agreement between You and US in relation to its subject matter;
- f) You acknowledge that You have relied on Your own judgement to evaluate the suitability of the Service for the purpose for which You require them, You do not rely on any statement, representation or promise by Us that is not expressly set out in the Agreement;
- g) You authorise Us to complete any blank spaces in Your Service Agreement;
- h) The Agreement will be governed by the laws of Queensland. Both parties agree to submit to the non exclusive jurisdiction of the courts entitled to hear appeals from such courts;
- i) Headings are for convenience only and do not affect interpretations;
- j) The singular includes the plural and conversely;
- k) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- l) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- m) A reference to a clause or schedule is a reference to a clause of, or a schedule to, the Agreement;
- n) A reference to an agreement or document (including a reference to the Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by the Agreement or that other Agreement or document;
- o) A reference to dollars and \$ is to Australian currency;
- p) The meaning of general words is not limited by specific examples introduced by "including" "for example" or similar expressions.