



TERMS AND CONDITIONS

effect to any conflicts of law or choice of laws principles. Any proceeding or legal action relating to your use, or access of the Site or compliance with these T&C's shall be in the jurisdiction of the courts of Australia. You hereby waive any and all jurisdictional and venue defences that might otherwise be available to You.

If any provision of these T&C's or the application of any such provision to any person or circumstance is held illegal, unenforceable, or invalid for any reason whatsoever, the remaining provisions of these T&C's and the application of such provisions to other persons or circumstances shall not be affected.

To the fullest extent possible, the court finding such provision illegal, unenforceable, or invalid shall construe and modify the provision so as to render it enforceable and valid as against all persons or entities and to give the maximum possible protection to persons subject to indemnification within the bounds of legality, enforceability and validity.

18. Headings

You agree that the headings used in these T&C's are for convenience of reference only. Such headings will be and shall be ignored in the interpretation or construction of any of these Terms and Conditions.

19. Complete Understanding

You warrant and agree with the Supplier that these T&C's and the Francom Group Privacy Policy, constitute the entire understanding between the Supplier, the Francom Group Entities and You with respect to your use of the Site, including, but not limited to, all orders placed through the Site.

20. Dispute Resolution

In the event that You are not satisfied with the Supplier and/or Francom Group Entities You must initially attempt to resolve the dispute internally. You must notify the Supplier and/or Francom Group Entities of the dispute and seek discussion and compromise to resolve the dispute. If the dispute is not able to be resolved internally, through informal means, then You must partake in mediation to resolve the dispute, on the same terms as those ordered by the Supreme Court of New South Wales and the costs of the mediation shall be borne equally by You.

Only once You have attempted to resolve the dispute through the above specified methods may You pursue other methods.

21. Disclaimer of Earnings

Any business opportunities or money-making opportunities that the Supplier and/or any Francom Group Entities may inform You of from time to time are entered into by You, on the understanding and agreement that no representation or guarantee has been given in relation to earning potential.

Any earnings, revenue or income statements are based on actual individual results and/or estimates as may be stated. The supplier and the Francom Group Entities do not guarantee that You or any client will receive the same results as the estimates and results that may be posted from time to time on the Site. Individual results will vary and will be based on an infinite number of variables. For the avoidance of any doubt, there are no guarantees concerning the level of success You may achieve.

The Supplier does not make any assurances that any prior successes or past results referred to on this Site will apply in your situation. Further, in any case that You do rely on any figures or results posted on

