

TERMS OF USE

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You agree that we, in our sole discretion and without prior notice, may terminate your access to this website and/or block your future access to this website if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of this website. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate; and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

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RESOLUTION OF DISPUTES

Governing Law/Disputes. These Terms of Use shall be governed by and construed in accordance with the laws of the State & Federal Laws of Australia without application of conflict of laws rules. Venue for all Claims (defined below) not subject to arbitration shall be in state or federal courts located in Queensland.

Resolution of any Dispute. In the event a dispute arises between you and us, we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer's

satisfaction by calling or emailing our customer care department, which may be accessed by clicking on the "Contact Us" link in the side menu. If, however, there is an issue that needs to be resolved, the following terms describe how both of us will proceed:

Limitation of Legal Remedies. INSTEAD OF SUING IN COURT, YOU AND WE EACH AGREE TO ARBITRATE DISPUTES ON A BILATERAL

(INDIVIDUAL) BASIS. You and we agree that any dispute, controversy or claim arising out of your use of this website or its content ("Claims") which cannot be settled by mutual agreement of the parties shall be resolved by one arbitrator through binding arbitration. This agreement to arbitrate is intended to be broadly interpreted. It includes Claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The arbitrator's decision and award is final and binding, with some exceptions under the State & Federal laws of Australia., and judgment on the award may be entered in any court with jurisdiction.

Class Action Waiver. You and we each agree that each of us is waiving the right to a trial by jury and may bring claims against the other only in an individual capacity and not in a class action or representative proceeding. All arbitrations shall be conducted on an individual (and not a class-wide) basis; and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that these terms specifically prohibit you from commencing any legal proceedings as a representative of others or joining in any arbitration proceedings brought by any other person ("class action waiver").

Arbitration Procedures. A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought. All notices to us shall be sent to the following address: ATTN: The Director, Creepy Crawly Pest Control Pty Ltd, PO Box 1582, QLD, 4350. All notices to you will be sent to the email or physical address you have provided. Upon receipt of such notice, the other party shall have a sixty (60) day period in which it may satisfy the Claim against it by fully curing the Claim and/or providing all the relief requested in the notice, and/or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such sixty-day cure period, you or we may commence an arbitration proceeding. The arbitration of any claim or dispute under this Agreement shall be referred to the Australian Consumer Law (Cth) (ACL) under its rules and procedures. These rules and procedures are available by visiting its website at <http://consumerlaw.gov.au/contact/>. The arbitration of any Claim shall be conducted in the State of Queensland, and for any non-frivolous claim that does not exceed \$10,000, Company will: (1) pay all costs of the arbitration; (2) if you prefer will conduct the arbitration by telephone, and (3) will not seek attorney's fees in the event

Company prevails. Each party shall pay the fees and costs of its own counsel, experts and witnesses.

Choice of Law. This Agreement concerns a transaction in interstate commerce, and therefore shall be governed by the Federal Consumer Protection laws. The FTC's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

Exception. Any claim or action for indemnification, contribution, interpleader or injunctive relief arising out of a Claim shall not be subject to arbitration.

ADDITIONAL TERMS

Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. We may assign our rights and duties under these Terms of Use to any party at any time without notice to you. If any of these terms shall be deemed invalid, void or, for any reason, unenforceable, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. Any rights not expressly granted herein are reserved.

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ADDRESS OF RECORD

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