
Heapost (ABN 59 826 926 752)

TERMS AND CONDITIONS

Terms and Conditions for the supply of services.

1 Application of these Terms and Conditions

The Customer agrees that prior to engaging the Service Provider, the Customer has read, understood, and agreed to these Terms and Conditions.

The Customer agrees that:

- (a) by requesting the Service Provider receives Mail on their behalf; or
- (b) by purchasing a Formula; or
- (c) receiving delivery of any Mail from the Service Provider that have been received by the Service Provider,

the Customer is deemed to have accepted these Terms and Conditions and to have agreed that these Terms and Conditions apply.

2 Definitions and Interpretations

2.1 Definitions

Background IP means Intellectual Property rights owned by or licensed to a party as at the Commencement Date or acquired or developed by a party during the term of these Terms and Conditions independently of the activities carried out under these Terms and Conditions, which that party has the right to license to third parties and which are necessary or desirable for the performance of the Services.

Commencement Date means the date the Customer pays the Formula Fee, and the payment arrives in the Service Provider's bank account.

Completion Date means the date 12 months or 6 months from the Commencement Date.

Confidential Information means all know how, Intellectual Property, business, financial, technical and other commercially valuable or sensitive information of a party in whatever form. This includes inventions (whether or not reduced to practice), trade secrets, methodologies, formulae, graphs, drawings, samples, biological materials, devices, models, business plans, policies and any other materials or information which the party regards as confidential, proprietary or of a commercially sensitive nature that may be in the possession of that party or its Related Bodies Corporate or its or their employees or officers. In the case of the Customer, it includes the Customer's Background IP and the Customer Resources, Project IP and Mail, in each case whether disclosed visually, orally, in writing or by electronic means, directly or indirectly and whether disclosed before or after the Commencement Date. Confidential Information of a party does not include information which:

- (a) is now in the public domain, or enters the public domain after the Commencement Date, through no fault of the other party;
- (b) can be shown by contemporaneous records of the other party to have been known to the other party at the time it is received pursuant to these Terms and Conditions;
- (c) is provided to the other party by a third party after the Commencement Date, lawfully and without violating any restriction on its disclosure; or
- (d) can be shown by contemporaneous records of the other party to have been independently developed by the other party without reference to the Confidential Information.

Customer means the customer Subscribing to a Formula pursuant to these Terms and Conditions.

Customer Resources means all addresses, contact numbers, data and information (including any Background IP) to be supplied by the Customer to Service Provider under clause 5 of these Terms and Conditions.

Date of dispatch means the time at which Service Provider shall send, by uploading on the Modern Customer Portal, to the Customer a copy of its Mail or deliver a Physical Document to a carrier for delivery to Customer or its designee.

Deemed Receipt means where a Mail or communication or notice:

- (a) is sent by prepaid post — 3 business days after posting; or
- (b) if delivered by email – where the email is sent prior to 5pm on a business day then on the date the email was sent and where the email was sent after 5pm on a business day then the email is taken to be delivered at 9am the next business day,

and **Deem Delivery** has the same meaning.

Fee means the Registration Fee (when applicable) and the Formula Fee payable for the Service as detailed in clauses 3 and 4 of these Terms and Conditions.

Formula means the formula applied to the Service as described at clause 4 of these Terms and Conditions.

Formula DE PASO (Non-Stop Specific & Other Visas) means the formula applied to the Service as described at clause 4 of these Terms and Conditions.

Formula DUO (Non-Stop Specific & Other Visas) means the formula applied to the Service as described at clause 4 of these Terms and Conditions.

Formula Fee means the fee applicable to the Formula as defined in clause 4 of these Terms and Conditions.

Formula SOLO (Non-Stop Specific & Other Visas) means the formula applied to the Service as described at clause 4 of these Terms and Conditions.

Formula Term means the period beginning on the Commencement Date and ending on the Completion Date.

GST means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related tax imposition acts of the Commonwealth of Australia.

Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information to be kept confidential, and all other rights as defined by article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967, and all rights to apply for any of the above, but does not include Moral Rights that are not transferable.

Mail means all mail limited to a maximum size of A4 weighing up to 500g unless otherwise agreed in writing by the parties, documents and other materials, excluding parcels, to be received by the Service Provider and supplied to the Customer as part of the Services, as specified in clause 4 of these Terms and Conditions.

Mailing/Postal Address means the mailing address of the Service Provider, being Unit 37, 14 Money Street, Perth, Western Australia, 6000.

Milestone(s) means the stages of the Service as set out in clause 4 of these Terms and Conditions.

Modern Customer Portal means secure platform online where Customer documents are uploaded and shared to the Customer.

Moral Rights means any moral rights or other analogous rights arising under any statute (including the Copyright Act 1968 (Cth) or any law of the Commonwealth of Australia), that exist or may come to exist anywhere in the world.

OANDA means the Foreign Exchange Data Services used to convert the reference price in EUR of the Formula into \$AUD.

Parties means the Customer and the Service Provider.

Payment means the Fees to be paid to the Service Provider by the Customer as set out in clauses 3 and 4 of these Terms and Conditions.

Physical Document means any of a Bank Card, Passport, Identification, Driving License, Tickets, Certificates, Gift Card, Medicare Card, Leave Card, Library Card, Centrelink Card, Retail Cards, Low-income Health Care Card, Health Care Card, Foster Child Health Care Card, Ex-Carer Health Care Allowance Card, Commonwealth Seniors Health Card and Pensioner Concession Card or any other physical document considered by the Service Provider to be required to be held by the Customer.

Prohibited Mail has the same meaning as defined in clause 9 of these Terms and Conditions.

Project IP means all Intellectual Property created, conceived, developed or reduced to practice in the course of the performance of the Services.

Reference Price means the price of the formulas (Exc. GST) based in Euro as follows: SOLO 52€, DUO 50€ and DE PASO 35€.

Registered Mail Tracking means sending the Mail by a registered postal service and obtaining a tracking number.

Registration Fee means the registration fee payable as detailed in clause 4 of these Terms and Conditions.

Registration Form means the form available on the Service Provider's website to be completed by the Customer upon Subscribing to a Formula.

Services means the services described in clause 5 of these Terms and Conditions.

Service Provider means Heapost (ABN 59 826 926 752).

Shipment Costs means the costs relating to shipments of the Physical Document, by Heapost throughout a carrier, to Customer as set out in clause 4.

Storage Mail & Parcel means the action of maintaining Mail & Parcel at a cost after the 10 free business days.

Subscribing to a Formula has the same meaning as defined at clause 3(b) of these Terms and Conditions.

Unlimited Mail Treatment means the undertaking of all actions required to receive, handle the Mail and deliver the Physical Document of the Mail to the Customer by Registered Mail Tracking.

Unlimited Scanning Service means the scanning and emailing of documents to the Customer which contain a maximum of 10 pages per Mail unless otherwise agreed to in writing by the parties. Additional pages will incur an additional cost of which the Customer will be notified by the Service Provider prior to scanning the Mail to the Customer.

2.2 Interpretations

In these Terms and Conditions:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to a "day" or "days" means a business day or business days and excludes weekends and public holidays in the State of Western Australia;
- (c) the singular includes the plural and conversely, and a gender includes all genders;
- (d) "including" and similar expressions are not words of limitation; and
- (e) the special conditions (if any) prevail over these terms and conditions to the extent of any inconsistency.

3 Fees

- (a) Where the Customer has subscribed to a Formula, the Service Provider will not provide the Service until the Fee has been paid by the Customer and received by the Service Provider.
- (b) The Customer shall have deemed to have subscribed to a Formula by:
 - (i) instructing (in writing) the Service Provider to provide the Service; or
 - (ii) providing the Service Provider with a completed Registration Form; or
 - (iii) payment of the Fee to the Service Provider; or
 - (iv) receipt by the Service Provider of a Mail on behalf of the Customer; and

upon an application being made to the Service Provider to subscribe pursuant to clause 3(b)(i), (ii), (iii) or (iv) of these Terms and Conditions and the Service Provider receiving a copy of the Customer's identity documents and confirmation of the Customer's Visa notification (where the Customer is a non-resident), the Service Provider will confirm in writing the Formula type and the Fee applicable to subscribe to the Formula,

(defined as "**Subscribing to a Formula**").

- (c) Pursuant to clause 3(b) of these Terms and Conditions, once the Formula is approved by the Service Provider, the applicable Formula Fee shall apply for the duration of the Formula. Where the Customer changes residency status during the Formula Term, the Formula Fee shall continue to apply until the expiration of the Formula Term and is not refundable.
- (d) Subscribing to a Formula by the Customer will constitute acceptance by the Customer of these Terms and Conditions.
- (e) The Service Provider may amend the Shipment Costs before the Service is provided to take into account any change in the cost of the Shipment Costs and the Service Provider shall notify the Customer of such amendment as soon as practicable. Upon the Service Provider giving the Customer notification of such amendment, the reasonable amended Shipment Costs shall be deemed to be the Shipment Costs applicable for the purposes of these Terms and Conditions.

4 Description of Fees and Formulas

Services: The Customer agrees to utilise the Service Provider Mailing Address and herein authorises the Service Provider to:

- (a) receive, collect, open and remove from the envelope without reading, scan and send by uploading on the Modern Customer Portal to the Customer a copy of the Mail of the Customer;
- (b) receive, collect and store a Parcel;
- (b) send, where the Mail contains a Physical Document, the Mail by Registered Mail Tracking to the current address of the Customer, as confirmed by the Customer; and
- (c) shred and recycle the Mail of the Customer where a Physical Document is not required to be physically sent to the Customer.

The Service Provider will deliver to the Customer the Mail as set out below.

Milestone	Place of delivery	Date of dispatch
The Service Provider will receive the Mail on behalf of the Customer.	Unit 37, 14 Money Street, Perth Western Australia 6000.	
The Service Provider will receive, open and remove from the envelope without reading, scan and send by uploading on the Modern Customer Portal to the Customer a copy of the Mail.	Modern Customer Portal of the Customer.	The Service Provider will upload the document within 48 hours of receiving the Mail.
The Service Provider will shred and recycle the Mail where a Physical Document is not required to be physically sent to the Customer.		Upon delivering to the Customer an electronic copy of the Mail, upon which the Service Provider will Deem Delivery.
Where the Mail contains a Physical Document, the Service Provider will use all reasonable endeavours to contact the Customer by email or telephone to obtain a current postal address of the Customer to send the Physical Document to by Registered Mail Tracking.	The current postal address of the Customer must be confirmed in writing by email to the Service Provider pursuant to clause 5(h) of these Terms and Conditions.	The Service Provider will dispatch the Physical Document within 48 hours of confirming the current postal address of the Customer.
Where the Customer is a subscriber to the Non-Stop (Specific Visas or Other Visas) Formula and resides in Perth or the surrounding area, the Customer may collect the Physical Document, free of charge from the Service Provider, upon obtaining the Service Provider's written consent.	The Mailing Address of the Service Provider.	Within 10 days from the date the Service Provider has notified the Customer of receipt of the Physical Document pursuant to clause 14.2 of these Terms and Conditions. If the Physical Document is not collected within 10 days of the notice, the Physical Document will be sent to Customer at its Shipment Costs'choice, return to sender or storage at the Customer's additional costs of \$9.99 (Exc. GST).

Fees, Formulas and Extra Services:

Registration Fee	Fee Payable (excluding GST)	Details
First time users of the Service	The Registration Fee is free (\$24.99 is waived)	Formula Fee payable only
Renewal of Formula registration	\$24.99	Payable in addition to the Formula Fee

Formula Type	Formula Fee (including GST)	Details
<p>SOLO (Non-Stop Specific Visas):</p> <p>Temporary Residents (Backpackers, Students and Tourists), on a Visa subclass 408, 417, 462, 485, 500 and 600.</p>	52 €/year (non-refundable)	<p>Each Formula (Non- Stop Specific Visas and Other Visas) price includes the:</p> <ul style="list-style-type: none"> - Use of the Mailing Address; - Unlimited Scanning Service; - Unlimited Mail Treatment (excluding Shipment Costs); - Unlimited Acces to the Modern Customer Portal;
<p>SOLO (Non-Stop Other Visas):</p> <p>Temporary Residents, Permanent Residents and Australian Citizens</p>	104€/year (non-refundable)	
<p>DUO (Non-Stop Specific Visas):</p> <p>Temporary Residents (Backpackers, Students and Tourists), on a Visa subclass 408, 417, 462, 485, 500 and 600.</p> <p>Eligible for couples, friends and relatives.</p>	50€/person/year (non-refundable)	<p>Shipment Cost is only charged for the Mail where a Physical Document is requested to be physically received by the Customer.</p> <p>The Shipment Cost is subject to increase pursuant to the current mailing fees at the time of postage.</p>
<p>DUO (Non-Stop Other Visas):</p> <p>Temporary Residents, Permanent Residents and Australian Citizens</p> <p>Eligible for couples, friends and relatives.</p>	100€/person/year (non-refundable)	

<p>DE PASO (Non-Stop Specific Visas):</p> <p>Temporary Residents (Backpackers, Students and Tourists), on a Visa subclass 408, 417, 462, 485, 500 and 600.</p>	<p>35€*/person/6 months (non-refundable)</p> <p>At the end of the 6 months, if Mails keep arriving, the Customer can choose the following options:</p> <p>\$0 = Shredding \$9.99 = Sending back to Sender</p> <p>\$14.99 = Uploading to Modern Customer Portal</p> <p>OR</p> <p>\$39.99 = Renewing 6 months</p>	
<p>One-Shot (All Visas):</p> <p>Temporary Residents, Permanent Residents and Australian Citizens</p>	<p>1 mail = \$39.99</p> <p>2 mails = \$69.99</p> <p>3 mails = \$99.99</p>	<p>One-Shot (All Visas) price includes the use of the Mailing Address, the Unlimited Scanning Service, the Unlimited Mail Treatment (Including Express Shipment Costs up to 500g) and PDF Protection.</p>
<p>Where a Registration Form has or has not been submitted and/or a Formula type has or has not been selected and the applicable Formula Fee has not yet been paid but the Service Provider receives Mail on behalf of the Customer.</p>	<p>\$39.99 per Mail received by the Service Provider including Shipment Costs.</p>	

*or its equivalence in \$AUD at the rate of the day (using OANDA Foreign Exchange Data Services) of acceptance of the Formula by the Customer through any form of written communication.

Shipment Costs:

Mail Shipment Cost/person			
Envelope	Small	Medium	Large

Weight	Up to 500g	Up to 500g	Up to 500g
Size	A4 folded in 3	A4 folded in 2	A4 unfolded
Domestic	\$9.99*	\$10.99*	\$12.99*
Express	\$13.99*	\$14.99*	\$16.99*
International	Price quotation on request		

* Including GST

Parcel Shipment Costs
Price quotation on request

5 Services

- (a) The Customer by agreeing to these Terms and Conditions, instructs and authorises the Service Provider to:
- (i) receive, collect, open and remove the Mail of the Customer from the envelope without reading, scan and upload on the Modern Customer Portal to the Customer a copy of the Mail of the Customer;
 - (ii) send, where the Mail contains a Physical Document, the Mail by Registered Mail Tracking of its choice to the current address of the Customer as confirmed by the Customer pursuant to clause 5(h) of these Terms and Conditions; and
 - (iii) shred and recycle the Mail of the Customer where a Physical Document is not required to be physically sent to the Customer.
- (b) The Service Provider shall perform the Services in accordance with these Terms and Conditions.
- (c) The Service Provider shall perform the Services with due skill and diligence, and in accordance with all applicable laws, regulations, codes of practice, national standards and applicable ethics and other regulatory approvals.
- (d) The Service Provider shall deliver the Mail to the Customer in accordance with the Milestones specified in clause 4 of these Terms and Conditions.
- (e) Property and all risk in the Mail shall pass to the Customer upon Deemed Receipt of a copy of the Mail by the Modern Customer Portal or the Physical Document by post to the Customer.

- (f) The Service Provider will notify the Customer of the receipt of any Mail exceeding a weight of 500g for A4 Mail and or Mail over the size of A4 before the Service Provider undertakes the Services.
- (g) The Customer shall as soon as reasonably practicable advise the Service Provider of any change in email or postal address for the receipt of Mail and of any change in telephone number in writing. It is the responsibility of the Customer to inform and keep informed the Service Provider of the current email address, postal address and telephone number for the receipt of Mail by the Customer and the last email address, postal address and telephone number provided by the Customer to the Service Provider shall be deemed to be the current email address, postal address and telephone number of the Customer.
- (h) Where a Physical Document is received, the Service Provider shall email or telephone call the Customer to request confirmation in writing by email of the current postal address of the Customer to post the Physical Document to. The Customer shall confirm in writing to the Service Provider by email their current postal address within 7 days of Deemed Receipt of the Service Provider's email or telephone call. Where confirmation of the current postal address of the Customer is not received in writing by the Service Provider within 7 days of Deemed Receipt, the Service provider shall return the Physical Document to the sender at the Customer's additional costs of \$9.99 (Exc. GST).
- (i) The Service Provider must obtain the Customer's written approval before incurring or committing to additional costs on behalf of the Customer which are not included in clause 4 of these Terms and Conditions. At the discretion of the Service Provider, the additional costs of \$9.99 (Exc. GST) which are not included in clause 4 of these Terms and Conditions may be deducted by the Service Provider from the Non-Stop (Specific Visas and Other Visas) Formula Fee with a consequential deduction of the Formula Term or the number of credits available where the Customer has subscribed to the One-Shot (All Visas) Formula.
- (j) Where the Customer fails to give approval to the Service Provider's request to incur or commit to the additional costs referred to in clause 5(h)(i) within 7 days of the Service Provider providing such a notice, the Service Provider shall return the Mail to the sender at the Customer's additional costs of \$9.99 (Exc. GST) without needing to obtain the Customer's written approval anymore.

6 Payments

6.1 Time for Payment

- (a) The Customer acknowledges that Subscribing to a Formula is limited to use by one person only. Except for the Formula DUO. However, both Customer must fill the form and accept the Terms and Conditions.
- (b) The Customer must pay the Fees as specified in clauses 3 and 4 of these Terms and Conditions, being the Registration Fee (if applicable) and the Formula Fee, in advance of the Service Provider providing the Service.
- (c) The Service Provider will notify the Customer of any additional Shipment Cost and will resume the Service upon the Customer's written approval to the Service Provider and payment of the additional Shipment Costs.
- (d) The Customer will not pay or be liable for any expenses not specified in clauses 3 and 4 of these Terms and Conditions which are not approved in writing by the Customer in advance. The Service Provider must provide the Customer receipts and such other supporting documentation as the Customer reasonably requests in respect of all expenses incurred by the Service Provider.
- (e) The Service Provider will submit a tax invoice for the Shipment Costs as otherwise specified in clause 4 of these Terms and Conditions and the Customer must pay each tax invoice within 7 days after receipt of the tax invoice.
- (f) Except to the extent otherwise provided in these Terms and Conditions, payment of a tax invoice is not:
 - (i) evidence or an admission that the Service Provider has complied with its obligations under these Terms and Conditions;
 - (ii) an admission of liability by the Customer; or
 - (iii) acceptance or approval of the Service Provider's performance,but must be taken only as payment on account.
- (g) Where a Mail is received by the Service Provider and the Fees as specified in clauses 3 and 4 have not within 7 days of the date of the notice been paid, the Service Provider shall provide notice to Customer requesting payment of the outstanding Fees.

6.2 Damages

The Customer must pay to the Service Provider any costs, expenses or losses incurred by the Service Provider as a result of the Customer's failure to pay to the Service

Provider all sums outstanding as owed by the Customer to the Service Provider including without limiting the generality of the forgoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

6.3 Cancellation

In the event that the Customer cancels the Formula during the Formula Term:

- (a) where a SOLO Non-Stop (Specific Visas or Other Visas) Formula is held:
 - (i) the Formula Fee is non-refundable.
- (b) where a DUO (Specific Visas or Other Visas) Formula is held:
 - (i) the Formula Fee is non-refundable.
- (c) Where a DE PASO (Specific Visas) Formula is held:
 - (i) the Formula Fee is non-refundable.
- (d) where a One-Shot (All Visas) Formula is held:
 - (i) no Cancellation Fee shall apply.

6.4 Credit Card Details

Where applicable the Customer consents to provide their credit card details over the phone or within the Registration Form for payment of the Fees.

7 Review, acceptance and records

- (a) The Customer may, by written notice to the Service Provider, request a copy of the Mail relating to the Customer received by the Service Provider to date, upon receiving payment by the Customer of the reasonable cost to do so, the Service Provider must within 5 days of receiving the notice post such requested materials to the Customer.
- (b) Within 2 days of receiving the Mail requested under clause 7(a) or delivered under clause 5(d) of these Terms and Conditions the Customer shall notify the Service Provider in writing of any alleged breach of these Terms and Conditions in relation to the Services or Mail. The Service Provider shall promptly enquire into the alleged breach of these Terms and Conditions and as soon as reasonably practicable advise the Customer in writing of the outcome of such enquiry and proposed action by the Service Provider, if any.

- (c) Subject to clause 8(b)(iv) of these Terms and Conditions, the Service Provider must, for a period of six years, keep comprehensive and up to date records of all activities carried out, payments made and other matters in any way relating to these Terms and Conditions. The Customer may, at any time, upon reasonable notice, inspect and take copies of such records.

8 Confidential Information

- (a) The Service Provider may only use and disclose the Confidential Information of the other party to the extent reasonably necessary for the performance of the Services or development or supply of the Mail in accordance with these Terms and Conditions.
- (b) Each party must:
 - (i) not use, and ensure that its employees, officers and agents do not use, any Confidential Information of the other party for any purpose other than compliance with its obligations under these Terms and Conditions;
 - (ii) take all action necessary to maintain the confidential nature of the Confidential Information of the other party, including keeping all records of that Confidential Information under password protection;
 - (iii) not disclose any of the Confidential Information of the other party to any person other than those of its employees who reasonably need to have access to that Confidential Information for the purpose of performing the Services in accordance with these Terms and Conditions; and
 - (iv) subject to clause 7(c) of these Terms and Conditions, shred and recycle all documents and other materials in whatever form in its possession, power or control which contain or refer to any Confidential Information of the other party, on the expiry of 6 years from the termination of these Terms and Conditions.
- (c) Each party may disclose Confidential Information of the other party if legally compelled to do so by a judicial or administrative body or by clause 9 of these Terms and Conditions. However, it shall notify the other party as soon as practicable after such disclosure is ordered so that the other party may seek an appropriate protective order or other legal remedy.
- (d) Each party acknowledges that due to the nature of the Confidential Information of the other party, the other party may be irreparably harmed by any actual or threatened breach of this clause 8 of these Terms and Conditions.
- (f) The Customer acknowledges that the use of the Service Provider's Mail Address for the receipt of Mail, in no way constitutes a residential address, lease or sublease of the property pertaining to that address and that the Customer may only use the said Mail Address for postal services.

9 Prohibited Mail

Where an article of Mail is, or is reasonably suspected of, containing information, an item or substance that is explosive, dangerous, or otherwise prohibited by law (Prohibited Mail) the Service Provider shall not deliver a Prohibited Mail to the addressee and the Service Provider shall immediately notify and deliver the Prohibited Mail to the Police or other applicable Emergency Service.

10 Privacy

- (a) The Customer hereby authorises the Service Provider to collect, retain, record, use and disclose consumer and/or commercial information about the Customer, in accordance with the Privacy Act 1988, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Service Provider, a debt collector, credit reporting agency and any other individual or organisation which maintains credit references and/or default listings.
- (b) The Service Provider may give information about the Customer to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and lodging consumer and commercial defaults on the Customer's credit file. This information may be given before, during or after the provision of credit to the Customer and will be in accordance with the Privacy Act 1988 and subsequent amendments.

11 Service Provider obligations

The Service Provider may not use the Customer's name in any press release, advertising or other promotional material without the Customer's prior written consent.

12 Warranties, indemnity and insurance

12.1 Warranties

The Service Provider is not liable for any loss, theft, damage or injury to persons or property, claims damages, costs and expenses arising out of any willful or negligent act or omission of the Customer or of any person, servant, or agent of the Customer.

12.2 Force Majeure

The Service Provider will have no liability to the Customer in relation to any loss, damage or expense caused by the Service Provider's failure to complete the Service or to

deliver the Mail as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, pandemic or epidemic, or the inability of the Service Provider's normal suppliers to supply necessary products or any other matter beyond the Service Provider's control.

12.3 Non-excludable rights

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Customer in relation to the provision of the Services, which cannot be excluded, restricted or modified by agreement (Non-Excludable Rights).

12.4 Disclaimer of liability

The Service Provider disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Service Provider for a breach of a Non-Excludable Right is limited, at the Service Provider's option, to the Service or payment of the cost of having the Service provided again.

12.5 Indirect losses

Notwithstanding any other provision of these Terms and Conditions, the Service Provider is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Customer for:

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by the Service Provider's failure to complete or delay in completing the Service.

13 Term and Termination

- (a) These Terms and Conditions commence on the Commencement Date and continue in force:

- (i) where the Service Provider has not performed a Service or delivered a Mail which was received by the Service Provider prior to the Completion Date, by the Completion Date, until all Services have been performed and all Mail received prior to the Completion Date have been delivered; or
 - (ii) until the Completion Date where the Customer holds a One-Shot (All Visas) Formula; or
 - (iii) until the termination of the Agreement by the Customer where the Customer holds a Non-Stop (Specific Visas or Other Visas) Formula pursuant to clause 13(d) of these Terms and Conditions.
- (b) None (Specific Visas or Other Visas) Formula will be automatically renewed on the Completion Date unless the Customer terminates these Terms and Conditions prior to the Completion Date.
- (c) Either party may terminate these Terms and Conditions immediately by giving written notice to the other party if at any time:
- (i) the Service Provider receives a Prohibited Mail on behalf of the Customer; or
 - (ii) the other party commits a breach (other than a trivial breach where no material harm is caused) of any provision of these Terms and Conditions and, where the breach is capable of remedy, fails to remedy the breach within 14 days of receiving written notice to do so; or
 - (iii) the other party becomes insolvent, enters into liquidation or receivership, becomes subject to any form of external administration, makes a composition or arrangement with its creditors generally, or takes advantage of any statute for the relief of insolvent debtors; or
 - (iv) any Mail received by the Service Provider is intended for a person who is not the Customer*; or
- * The Service Provider is allowed, as first and unique warning, to reduce by half the duration of the Customer's postal service.
- (v) any information provided in these Terms and Conditions and the Registration Form by the Customer is found to be false or misleading; or
 - (vi) engages in any activity or behavior that endangers the safety of the Service Provider or its agents or brings the Service Provider's reputation into disrepute.
 - (vii) the other party uses the Mailing Address as a Residential Address where the breach is capable of remedy, fails to remedy the breach within 14 days of receiving written notice to do so; or
 - (viii) the other party is misbehaving toward the Service Provider.

- (d) The Customer may terminate these Terms and Conditions at any time by giving 7 days' written notice to the Service Provider, whereby written notice includes "Cancellation" in the subject line and the Customer is to identify themselves by their full name and Customer Number.
- (e) Upon termination by the Customer, the Customer must pay to the Service Provider all Fees accrued or due but unpaid as at the date of termination.
- (f) Upon termination by the Customer, the Customer indemnifies the Service Provider for any loss or claim suffered by the Service Provider in relation to or as a result of the enforcement of its rights under these Terms and Conditions and for any claim arising out of or in conjunction with the use or possession of the postal address, including but not limited to:
 - (i) any demands, claims and causes of action for personal injury or property damage arising from such use or possession;
 - (ii) failure by Australia Post or any other carrier to deliver any Mail or items within the timeframes specified within these Terms and Conditions;
 - (iii) damage or loss of Mail or mailbox contents by any cause whatsoever;
 - (iv) violation by the customer of applicable federal and/or state laws.
- (g) The termination of these Terms and Conditions will cancel the registration and Formula of the Customer.
- (h) Upon termination or expiry of these Terms and Conditions for any reason:
 - (i) the Service Provider must within 30 days deliver by email or, upload to the Modern Customer Portal, to the Customer any Mail received prior to the date of termination or expiry; and
 - (ii) the Service Provider must within 30 days return to the Customer by post, or shred, at the Customer's option, all the Customer Resources in the possession or under the control of Service Provider at the Customer's cost, subject to clause 7 of these Terms and Conditions.
- (i) Clauses 7(c), 8, 9, 10, 11 and 12 of these Terms and Conditions survive the termination or expiry of these Terms and Conditions for any reason.

14 General

14.1 Entire agreements

These Terms and Conditions contain the entire agreement between the parties as to its subject matter and may only be amended in writing signed by the all parties.

14.2 Notices

Notices must be given to the parties' addresses, being the Mail Address of the Service Provider and the address set out in the Registration Form for the Customer, or as otherwise notified by the parties in writing and must be delivered in person or sent by email or prepaid post (airmail if international).

Notices will be deemed to have been received:

- (a) if sent by prepaid post — 3 business days after posting; or
- (b) if delivered by email – where the email is sent prior to 5pm on a business day then on the date the email was sent and where the email was sent after 5pm on a business day then the email is taken to be delivered at 8am the next business day.

14.3 No assignment

A party must not assign any of its rights or obligations under these Terms and Conditions without the other party's prior written consent.

14.4 No waiver

No delay or indulgence by a party in enforcing these Terms and Conditions will prejudice or restrict the rights of that party, nor will a waiver of those rights operate as a waiver of a subsequent breach.

14.5 No disadvantage to party preparing section

No part of these Terms and Conditions is to be construed to the disadvantage of a party because that party was responsible for its preparation.

14.6 No relationship

Nothing in these Terms and Conditions may be construed as creating a relationship of partnership, joint venture, employment, principal and agent or trustee and beneficiary.

14.7 Parties must do all things and sign all documents

- (a) A party, at the request of another party, must do all things and sign (or consent in any written manner including the writing of its full name or the tick of an acknowledgment box) all documents necessary to give effect to these Terms and Conditions.

- (b) The parties by their agreement to these Terms and Conditions confirm they have obtained their own independent legal advice prior to agreeing to these Terms and Conditions, and if they have not obtained their own independent legal advice, they confirm they had the opportunity to obtain such advice and elected to forgo legal advice.

14.8 Severability

If any provision of these Terms and Conditions is or becomes invalid or unenforceable then, if the provision can be read down to make it valid and enforceable without materially changing its effect, it must be read down, and otherwise the offending provision must be severed and the remaining provisions will operate as if the provision had not been included.

14.9 Jurisdiction

These Terms and Conditions are governed by the laws of Western Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

14.10 Authority of parties

Each signatory to these Terms and Conditions warrants that the signatory has authority to bind the party that the signatory is stated to represent.

14.11 Performance of Services

The Service Provider agrees to perform the Services and the Customer agrees to make the Payment, on the terms of these Terms and Conditions.

Diego Filippozzi
Trading as Heapost (ABN 59 826 926 752)
(Full Name of Service Provider)

(Full Name of Customer)

(Current Residential Address of Customer)

Unit 37, 14 Money Street, Perth WA 6000
(Mailing Address of Customer)

