

TERMS & CONDITIONS

By signing, the parties, CVEN and the Client, agree to be bound by the following terms:

1. Services which may be required by the Client under this Agreement cannot be provided on an exclusive basis.
2. CVEN agrees that in the performance of the services under this agreement, CVEN will inform the Client should a perceived or actual conflict of interest situation arise and the steps CVEN intends to take to reduce or eliminate the perceived or actual conflict of interest.
3. Any material created by CVEN or received by CVEN from the Client (whether in writing or verbally) concerning the affairs of the Client shall not be made available to third parties without the prior approval of the Client.
4. The property and copyright in all material created by CVEN in connection with the provision of services will vest in CVEN; the Client shall have an unrestricted license to use any such material for its export purposes.
5. CVEN will not be liable for delay or failure in performing the services if the delay or failure results from force majeure, Act of God, or any government act, fire, earthquake, tsunami, explosion, accident, industrial dispute, civil commotion, disease, terrorist or security act or threat, impossibility of obtaining materials or anything beyond CVEN's control, and whether happening in Australia or elsewhere.
6. The parties acknowledge that the Services provided by CVEN under this Agreement, including any market research and assessment, includes information and advice on matters that are incapable of precise determination, subject to subjective interpretation, rapidly changing conditions in the market and other factors beyond the control of CVEN. Accordingly, to the extent permitted by law, CVEN is not liable to any person who relies on that information or advice for any inaccuracies, omissions or other deficiencies contained in it.
7. The Client acknowledges that this agreement constitutes the entire Agreement between the Parties and supersedes all other Agreements and in entering this Agreement it has not relied on any statement, representation, warranty or condition made or given by CVEN or by any person or agent of CVEN other than those contained in this Agreement.
8. CVEN's liability to the client for any loss, cost, charge or expense incurred or arising directly or indirectly under or in connection with this Agreement, whether for breach of this Agreement, at common law, under statute or otherwise is limited to the fees paid by the client to CVEN under this Agreement.
9. Sending samples in support of promotion of the Client's goods or services is done so entirely at the Client's risk. CVEN makes no undertaking as to acceptance, storage, use or disposal of any sample and specifically denies liability for any loss arising as a result of using or displaying the sample, its safekeeping, storage, return or disposal and any such cost shall be borne by the Client.
10. CVEN specifically denies liability for any loss howsoever arising from dealings between Clients and third Parties as a result of introductions or provision of contact lists by CVEN. CVEN makes no warranty or representation as to the suitability, accuracy or usefulness of any information provided under this Proposal and any person relying on this information should seek independent professional advice and conduct its own due diligence before acting on the information. Where CVEN makes a recommendation in connection with this agreement, it is the responsibility of the Client to assess and make all final decisions. To the extent permitted by law, CVEN specifically denies any liability that may arise from such decisions.
11. The Client acknowledges that when Services require the Client to travel, the Client accepts that this travel may expose the Client and its representatives to the risk of damage, loss or harm. The Client acknowledges and agrees that it will not hold CVEN responsible for any damage, loss or harm as a consequence of this travel. CVEN strongly recommends that the Client consider the travel advice issued by the Department of Foreign Affairs and Trade (DFAT) for the country in which travel will be undertaken and for any countries which the Client's representatives will enter in transit. DFAT's travel advice can be viewed at www.smarttraveller.gov.au. The Client acknowledges that it is solely responsible for making itself aware of all relevant information and travel advice available in relation to the country where travel is taking place and any countries through which the Client or its representatives will transit.
12. In the event that a Client terminates a Service Agreement, the Client acknowledges that they are liable for the fees for Services performed up to the date of termination and any unavoidable losses.
13. In the event of any dispute arising between CVEN and the Client in connection with this Agreement and the dispute is not mutually resolved within two calendar months, the dispute shall, upon request of either party, be referred to arbitration.
14. CVEN reserves the right to immediately suspend or terminate services under this Agreement at its sole discretion and without liability if it considers ongoing services may bring the parties or CVEN into disrepute. Considerations will include potential breach of Australian or local law, including anti-bribery laws, solvency, commercial dispute, unethical or immoral acts or any matter where ongoing provision of services is considered not in the best interests of the CVEN.