STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES ("STANDARD TERMS")

SunnyHost (ABN 28 918 544 714), trading as SunnyHost ("SunnyHost")

1. APPLICATION OF THESE STANDARD TERMS

1.1. Upon placing an order (Order) for services from SunnyHost and accepting such services (SunnyHost Services), a person or company (Customer) accepts the SunnyHost User Agreement which consists of the following documents:

1.1.1. the Order;

1.1.2. the Privacy Policy;

1.1.5. these Standard Terms and Conditions of Service;

1.1.6. the Service Level Agreement, which can be viewed at https://www.sunnyhost.com.au/service-level-agreement/. The Service Level Agreement details the terms and conditions of requesting support from SunnyHost, SunnyHost's Service Level Commitment, the process for requesting Service Level Credits, and the terms and conditions relating to SunnyHost System Maintenance and

1.1.7. any additional policies SunnyHost may add on our website during the term of your Order.

1.2. SunnyHost will create the Customer's account for the SunnyHost Services (Customer Account) based on Customer's acceptance of the SunnyHost User Agreement.

2. INTERPRETATION

2.1. In the User Agreement, unless the context requires otherwise:

2.1.1. The singular includes the plural and vice versa.

2.1.2. A reference to any gender includes all other genders.

2.1.3. A reference to a statute means that statute, as amended from time to time, and to any statute passed in substitution for that statute.

2.1.4. The word "includes" means includes but is not limited to.

2.1.5. Where one part of speech of a word is defined, other parts of speech of that word have corresponding meanings.

2.1.6. A reference to "A$", "$A", "dollar", or "$" are to Australian currency.

2.1.7. If a day on or by which an obligation must be performed or an event must occur is not a business day in the place where it is to be performed, the obligation must be performed or the event must occur on or by the next business day.

2.1.8. Headings are for ease of use and reference only, and do not affect interpretation.

2.1.9. "In Writing" includes emails.

3. PROVISION OF THE SERVICES

3.1. SunnyHost Services are intended for use by commercial entities (including non-profit and charitable entities, government agencies and departments, schools, and similar organisations).

3.2. Customer representatives must be over the age of 18 years to place an Order to purchase SunnyHost Services.

3.3. SunnyHost will use commercially reasonable efforts to supply the SunnyHost Services to the Customer within ten business days of the date of the Customer's first payment for the Charges unless otherwise agreed in writing with the Customer. Custom solutions excluded.

3.4. SunnyHost will continue to provide the SunnyHost Services unless suspended in accordance with Section 8 or until the User Agreement is terminated in accordance with Section 13.

3.5. Each SunnyHost Service has a specification and description of suitable use ("Product Description"). It is the responsibility of the Customer to ensure that the particular SunnyHost Service selected is appropriate for their needs.

3.6. As part of the sign-up process, SunnyHost will provide the Customer with the log-in information necessary for the Customer to access and use the SunnyHost Services.

3.7. In order to provide the Service, SunnyHost deploys hardware which remains the property of SunnyHost at all times.

4. CHARGES

4.1. The initial subscription to a SunnyHost Service may require the Customer to provide the details of a valid and accepted credit card for payment.

4.2. The credit card data provided by the Customer to SunnyHost will be used to establish a payment account with a third-party payment processor. The credit card details will be held by SunnyHost to facilitate subsequent payments. Credit card details can be removed from a Customer's account via the customer portal.

4.3. The Customer is responsible for ensuring that the credit card details provided to SunnyHost are current and correct.

4.4. Charges for the SunnyHost Services ("Charges") will be calculated according to the billing option and pricing structure for the particular SunnyHost Services selected by the Customer and charged in advance to the Customer's credit card.

4.5. Ad-hoc invoices or over usage invoices will be automatically charged on the day the invoice is generated by credit card. If credit card payment is not immediately made, these invoices are payable within 7 days. If payment is not made within 7 days, services may be suspended as per Section 8.

4.6. All Charges are exclusive of taxes, duties and government charges, other than income tax, imposed or levied in Australia or overseas in relation to the supply of the SunnyHost Services ("Taxes"). The Goods and Services Tax ("GST") and other Taxes imposed on SunnyHost shall be added to the Charges where applicable, and shall be paid in accordance with Section 5.

4.7. The Customer is liable for all Charges for SunnyHost Services accessed through the Customer's identification or log-in information whether authorised by the Customer or not,

other than unauthorised access resulting from the negligence or wrongful conduct of SunnyHost.

4.8. Charges may be modified in accordance with Section 17.

4.9. Billing disputes must be raised in writing within 30 days of the date of the invoice. All disputes must be accompanied by details, which show that a particular charge or bill is incorrect.

5. PAYMENT

5.1. SunnyHost provides a pre-paid service. Therefore the Customer must pay any Charges in advance by the due date specified to the Customer by SunnyHost to receive the SunnyHost Services. To avoid suspension of service, Customers may be automatically charged via credit card for their renewals up to one day prior to the service end date. Customers that do not allow automatic payments via credit card are responsible for arranging manual payments, via SunnyHost available payment methods, before the subscription end date.

5.2. Customer may not be entitled to a refund of any charges unless the Customer's account is terminated by SunnyHost in accordance with Section 13.

5.3. All overdue Customer Accounts will incur interest at the rate prescribed under the Penalty Interest Rate Act (QLD.).

5.4. SunnyHost may refer Customer Accounts more than 30 days overdue to a debt collection agency, without notice to the Customer.

5.5. The Customer must pay SunnyHost on demand for any expenses incurred by SunnyHost as a result of the Customer's failure to pay the Charges by the due date, including debt collection fees and SunnyHost's legal costs on a full indemnity basis, regardless of whether SunnyHost has commenced legal proceedings to recover the amount due.

5.6. If the Customer has a bona fide dispute regarding the Charges payable on the Customer's Account ("Dispute"), and has notified SunnyHost in writing of the Dispute and the reasons for it within 30 days of the date such disputed Charges are invoiced, the Customer may withhold the disputed amount of the Charges until the Dispute is resolved, but must not withhold any undisputed Charges.

5.7. The Customer must pay SunnyHost the undisputed amount of the Charges in accordance with the User Agreement and the disputed amount of the Charges within 60 days of the due date for payment unless the Dispute has been resolved or referred by a party to a court, tribunal, or other body with authority to resolve it.

6. USE OF THE SERVICES

6.1. The Customer is responsible at its own expense for the provision of all equipment, including computer hardware and telecommunication connections, needed to use and access the SunnyHost Services.

6.2. With regard to the Customer's use of the SunnyHost Services, the Customer must comply with:

6.2.1. all applicable laws and regulations

6.2.2. any reasonable directions from SunnyHost; and

6.2.3. any policies SunnyHost has in place as indicated on our website.

6.3. If the SunnyHost Services include hosting services which incorporate material created by third parties, the Customer must obtain, at its own expense, all necessary authorisations for SunnyHost to use or reproduce the material to the extent necessary to provide the SunnyHost Services.

6.4. The Customer must ensure any person who accesses the SunnyHost Services does not use, or attempt to use, the SunnyHost Services:

6.4.1. to infringe the intellectual property rights of any person, including use, sale, or transmission of software or other material which infringes copyright;

6.4.2. to publish, distribute, or issue any information or material which is illegal in the State of Queensland, obscene, defamatory, threatening, or abusive, or which vilifies any group of persons;

6.4.3. for any purpose or activity which is illegal, or to promote any such activity;

6.4.4. in a way that is inconsistent with the Product Description, and in particular, use the SunnyHost Services to perform tasks or activities proscribed in the Product Description for that Service, if any;

6.4.5. to provide links to another website which contains any content which contravenes these conditions;

6.4.6. to interfere with or disrupt SunnyHost or its business, other Internet users or other service providers, or their computers, software or hardware, including by the propagation of malicious software such as computer malware;

6.4.7. to access without authorisation any other computer accessible via the SunnyHost Services.

6.4.8. with any software that enables online anonymity, misleading IP identification, provides a hidden service, or prevents SunnyHost from complying with legal obligations.

6.5. The Customer shall take all reasonable steps to ensure that the Service is not used to cause any security breaches, vulnerabilities, or attacks.

6.6. The Customer must not run software that is intended to, or has the effect of, adversely impacting other customers, servers (physical or virtual), or platforms within the SunnyHost network, or interrupting or causing data collection systems (including billing and rating systems) from correctly operating.

6.7. The Customer is responsible for all access and activities undertaken through their account. SunnyHost is not responsible for any damages whatsoever arising from the disclosure of the Customer's passwords or a third-party gaining access to the Customer's account due to the actions or omissions of Customer, including an insecure or weak password selection by the Customer.

6.8. The Customer may contact SunnyHost representatives during SunnyHost business hours for support services or general inquiries with regard to the SunnyHost Services ("Customer Support"). Customer shall not contact Customer Support or otherwise communicate with SunnyHost representatives for any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable purposes. Any violation of this Section 6.8 by the Customer shall be considered a non-rectifiable breach of this User Agreement.

6.9. If the Customer has reason to believe or is concerned that their SunnyHost Services or Account has been compromised, or may be subject to attack, the Customer should notify the SunnyHost Support Team immediately.

6.10. The Customer must ensure that the Account information it provides to SunnyHost is complete, accurate and up to date throughout the period that SunnyHost provides the SunnyHost Services to the Customer. SunnyHost relies on this Customer-provided information for notifications and other communication. SunnyHost will not be liable for any damages or costs arising as a consequence of the Customer's details being out of date or otherwise incorrect due to the Customer's inaction or providing incorrect or incomplete information to SunnyHost.

6.11. Customer agrees to indemnify SunnyHost and each of its licensors and service providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims based upon use of Customer's SunnyHost account, including any violation of this Agreement by Customer or any other person using Customer's account, any claim of libel, defamation, violation of rights of privacy or publicity, any loss of service by other customers, any infringement of intellectual property or other rights of any third parties, and any violation of any laws or regulations, including but not limited to any violation of any laws or regulations.

6.12. Customer acknowledges and agrees that calls to and from SunnyHost may be recorded for quality and training purposes.

6.13. The details of a Customer Account must be that of a real person. It is not permitted to use fictitious or fake names. Accounts found to be containing fictitious or fake names, and/or with contact details that do not reflect the details of a real person, may be suspended or terminated without notice.

6.14. The risk of running any service online is passed directly onto the customer upon service delivery.

6.15. SunnyHost reserves the right to change your service in accordance with any requirements dictated by law, regulation, or by any industry governing body, such as AUDA, APNIC, etc.

6.16. SunnyHost may, at its sole discretion, decline any renewals or transfers of any service if the Customer is in breach of any part of this User Agreement or if the Customer has any outstanding invoices, charges or disputes.

6.17. All SunnyHost assets used in the provisioning of the SunnyHost Services remain the property of SunnyHost and nothing in this agreement grants the customer any intellectual property rights to any of those assets.

6.18. Customers grant to SunnyHost a non-exclusive, irrevocable, global license, including the right to sublicense, to exercise the Intellectual Property Rights for any Customer material solely in connection with SunnyHost providing the SunnyHost Services.

7. ACCOUNT OWNERSHIP

7.1. The highest authority of any account is considered the Account Owner. SunnyHost Services associated with an account, are controlled by the Account Owner. Modifications and updates to an account's information can only be actioned by the Account Owner or any Authorised Account Contact(s). The Account Owner is established at the time the account is created. The details of an Account Owner must be that of a real person. It is not permitted to use fictitious or "fake" names for the details of an Account Owner or Authorised Account Contact(s). Accounts found to be containing fictitious or fake names, and contact details that do not reflect the details of a real person may be suspended or terminated without notice.

7.2. The Customer warrants that all information provided to SunnyHost is truthful, accurate and that the person designated as the Account Owner is legally empowered to enter into this contract.

7.3. The Customer is responsible for maintaining the contact information stored within the Customer account at all times. Failure to maintain correct contact details does not warrant the waiving of any charges, fees, or warnings issued by SunnyHost.

7.4. The Account Owner may at their discretion add and authorise additional contacts to act on his or her behalf.

7.5. Authorised contacts have the same rights and privileges as the Account Owner.

7.6. Account and Services information can only be provided to an Authorised contact.

8. SUSPENSION OF SERVICES AND REMOVAL OF CUSTOMER CONTENT

8.1. SunnyHost may, without notice, suspend a SunnyHost Service or Services, or disconnect or deny the Customer access to the SunnyHost Services if:

8.1.1. the Customer breaches this Agreement;

8.1.2. the Customer provides SunnyHost with false, incomplete or out of date information that in SunnyHost's reasonable opinion results in an operational issue;

8.1.3. the Customer's Account is overdue or in arrears;

8.1.4. it is necessary to do so due to any technical failure of, or for the upgrading or scheduled, preventative or remedial maintenance of, SunnyHost's systems and software;

8.1.5. in SunnyHost's reasonable opinion, it is required by law to do so; or

8.1.6. in SunnyHost's reasonable opinion, the Customer's use of the SunnyHost Services adversely affects SunnyHost system performance or the integrity of the SunnyHost network or systems.

8.2. The Customer must consult SunnyHost before undertaking any actions that do not fall inside the day to day operation of their SunnyHost Service, including the running of any load or penetrating testing. Failure to do so may result in immediate suspension of the service.

8.3. SunnyHost Services suspended under this section will not be reinstated until the issue is remedied, if capable of being remedied, or the account and any penalty is paid in full, and a reinstatement fee (if any) is paid. SunnyHost reserves the right to charge a reinstatement fee in the event that there are multiple instances of suspension caused by the Customer's actions or omissions.

8.4. SunnyHost may permanently remove the Customer content (including data, code, and applications) and backups if the Customer's SunnyHost Services is overdue for payment for more than one business day.

8.5. Customers who engage in abusive conduct may be subject to termination of all SunnyHost Services and their account closed, as per Section 13.2. This includes permanent removal of any Customer data.

9. BACK-UPS AND REDUNDANCY

9.1. SunnyHost does not backup any customer data unless the product description explicitly states so, or the Customer purchases a backup service.

9.2. Unless explicitly stated in the Product Description for a SunnyHost Service, the SunnyHost Service is not provided on a redundant or high-availability basis. If a platform from which the SunnyHost Service is provided fails, the Customer may permanently lose data, and any SunnyHost Service would be unavailable until the platform is restored.

9.3. SunnyHost will only perform backups of a Customer's SunnyHost Service if the Product Description explicitly states backups are included, or if there is an agreement between SunnyHost and the Customer in writing for SunnyHost to perform backups as part of a subscription.

9.4. If the Customer's SunnyHost Service is not subscribed to the backups service under Section 9.3, SunnyHost will not be able to restore any customer data.

9.5. If SunnyHost has performed a backup for the Customer under Section 9.3, the Customer may request data be restored (Restore) from the backup. To arrange a Restore, the Customer must raise a support ticket with the SunnyHost Support Team according to the process described in the Technical Support section of the SLA. The Customer needs to specify the data to be restored in the ticket. Restore times are not guaranteed.

9.6. Unless otherwise specified in the Product Description, restores on Web Hosting and Reseller Hosting subscriptions may incur a restore cost.

10. DOMAINS

10.1. SunnyHost is not a registrar, therefore domains will be registered through a third party.

10.2. Domain transfers typically take 5-7 days to complete once final authorisation has been received by the Domain Registrar, with the exception of .au domains which may take 48 hours to complete once final authorisation has been actioned by the domain owner. SunnyHost is unable to speed up domain transfers and we are unable to offer any guarantee on how long a transfer will take to complete. It is the Customer's responsibility to ensure all Customer contact information is correctly registered with Domain Registrar and that the appropriated transfer codes have been obtained prior to placing a domain transfer order with SunnyHost.

10.3. It is the responsibility of the Customer to be compliant with, and agree to, any applicable Registrant Agreement before purchasing any Domain Name(s) from SunnyHost.

10.4. Domain name purchases are non-refundable.

10.5. SunnyHost does not warrant or guarantee that a Domain Name registration will be approved by the Registrar, irrespective of whether the invoice for the Domain Name(s) has been paid. The Customer should take no action in respect of the requested Domain Name(s) until they have been notified by SunnyHost that the Domain Name(s) have been successfully registered and the Customer has verified the registration through a public WHOIS lookup.

10.6. The Customer waives any right to make claims against SunnyHost in respect to a decision made by any Registry or Regulatory Body to refuse registration, renewal, transfer or continued use of any Domain Name purchased through SunnyHost.

10.7. The Customer acknowledges that SunnyHost is not obligated to renew a Domain Name, nor can SunnyHost be held liable for any loss or damages, if the Customer has:

10.7.1. not confirmed to SunnyHost that the Domain Name is to be renewed, or

10.7.2. the invoice for renewal has not been paid in full, or

10.7.3. it is determined that the Customer does not satisfy the eligibility criteria to continue holding the Domain Name.

10.8. It is the customer's responsibility to ensure that Domain Name renewals are completed before the Domain Name end date.

10.9. It is the Customer's responsibility to ensure that all the required details needed by the Registrar are accurate and kept up to date for every Domain Name.

10.10. A Registrant Name Change (RNC) is the process of transferring the ownership of a domain name from one party to another. A transfer of ownership involves complete re-registration of the domain with the receiving party/individual, who will need to meet the eligibility requirements to hold the registration of the domain. RNC requests can only be processed when the SunnyHost customer is the legal owner of the domain. Customers are responsible for any RNC and administrative charges that apply.

11. THIRD PARTY TOOLS, APPLICATIONS AND LICENSES

11.1. SunnyHost may provide access to additional third party software and/or services ("Third Party Products") through reseller or other commercial agreements we have established with certain vendors ("Third Party Vendors"). Unless otherwise stated, the Customer understands that product support for Third Party Products is provided by SunnyHost. No warranties, express or implied, regarding any Third Party Products are provided by SunnyHost of the Third Party Vendors. Neither SunnyHost nor any Third Party Vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any Third Party Product. The Customer agrees to observe the terms of any license and/or applicable end user agreement for Third Party Products and shall be fully liable to Third Party Vendors and/or SunnyHost with respect to any improper use of such Third Party Products or violation of license agreements with them and/or applicable end user agreements.

11.2. SunnyHost provides no guarantees that any or all of the features available within a Third Party Product will be supported or made available to the Customer. It is at the sole discretion of SunnyHost to determine which features are enabled and whether SunnyHost will provide support for the use of any such enabled features.

11.3. Where licensing for any software has been purchased through SunnyHost, the customer agrees at all times to abide by any licensing terms associated with that software.

12. WARRANTIES AND LIMITATION OF LIABILITY

12.1. The SunnyHost Services are provided "as is" and SunnyHost does not give any implied or express warranties in relation to the SunnyHost Services, including warranties that:

12.1.1. customers will have continuous access to, or usage of, the SunnyHost Services;

12.1.2. data stored on SunnyHost Servers will not be lost or corrupted;

12.1.3. it will be possible to restore Customer Content from SunnyHost's backup media; or

12.1.4. SunnyHost will be able to prevent unauthorised persons obtaining access to Customer Content.

12.2. Any term, condition, guarantee, or warranty which would otherwise be implied into this User Agreement is excluded, to the degree permitted by applicable law.

12.3. If a term, condition, guarantee, or warranty is implied into this User Agreement by law, SunnyHost's liability to the Customer in relation to a breach of that term, condition, guarantee, or warranty is limited, to the extent it is lawful to do so, to one or more of the following:

12.3.1. the supplying of the SunnyHost Services again; or

12.3.2. the payment of the reasonable costs of having the SunnyHost Services supplied again or the equivalent of 1 month service charge, whichever is the lesser.

12.4. The Customer acknowledges that SunnyHost does not control, supervise, or edit any information or material accessed through the SunnyHost Services and that SunnyHost is not

responsible for any content or information accessed via the SunnyHost Services. The Customer will indemnify and keep indemnified SunnyHost and its directors, managers and other employees, and agents and contractors (Related Persons) should SunnyHost or its Related Persons incur loss, damage, fines, costs, or expenses as a result of SunnyHost being treated as the author or publisher of any content or information stored, accessed, or published by the Customer using the SunnyHost Services.

12.5. The Customer acknowledges that the SunnyHost Services are not intended or authorised for use in circumstances where failsafe performance is required or where failures or errors in the operation of the SunnyHost Services could lead to significant financial detriment, loss or damage, or to personal harm, and the Customer agrees not to use the SunnyHost Services in such circumstances. The Customer will indemnify and keep indemnified SunnyHost and its Related Persons from and against any loss, damage or liability resulting from the use of the SunnyHost Services contrary to this clause.

12.6. SunnyHost will not be liable to the Customer for any remote, indirect, consequential, special or incidental loss or damage, including without limitation, loss or damages resulting from loss of profit or loss of data or loss of electronic materials resulting from the SunnyHost Services. The Customer will indemnify SunnyHost and its Related Persons from and against any claim made against SunnyHost or any of the Related Persons by a third party as a result of the SunnyHost Services provided by SunnyHost to the Customer.

12.7. In no event will SunnyHost's aggregate liability to the Customer for damages on any basis under this User Agreement or associated with use of SunnyHost Services exceed the cost of the subscription for the month immediately preceding the date of Customer's claim.

13. TERMINATION

13.1. Either party may terminate the User Agreement immediately by giving notice in writing to the other if the other commits a material breach of any provision of the User Agreement which:

13.1.1. can be rectified, and fails to rectify the breach within thirty (30) days of notice being given by the party alleging the breach, describing the breach and the action which must be taken to rectify it; or

13.1.2. cannot be rectified.

13.2. SunnyHost may at its own absolute discretion terminate the User Agreement and cancel the Customer's Account and the SunnyHost Services to the Customer with 21 days prior written notice of termination to Customer.

13.3. The Customer may terminate a User Agreement by giving SunnyHost notice of termination in writing or via the SunnyHost Customer Portal (Client Area) at least five (5) business days before the end of any period for which the Customer has paid for provision of SunnyHost Services ("Paid-up Period"), such termination to take effect at the end of that Paid-up Period.

13.4. If the User Agreement is terminated by SunnyHost under Section 13.1 or 13.2, all outstanding Charges will become immediately payable by the Customer to SunnyHost. Outstanding charges are due at the time the termination notice is given.

13.5. SunnyHost will erase, in a timely fashion upon termination of a SunnyHost Service, all data (including software, code, and backups) relating to that Service from SunnyHost systems unless SunnyHost and the Customer have agreed in writing the data is to be

preserved for an agreed period of time. All costs associated with the storage of such data will be borne by the Customer.

14. EARLY TERMINATIONS

14.1. Refunds are not provided for early terminations or cancels, however a credit towards other SunnyHost services of a higher value may be given at SunnyHost's sole discretion.

14.2. Upgrades to services are permitted, however the commitment term or paid revenue will be inherited by the replacement or upgraded service at time of purchase. If you replace or upgrade within your 12 month commitment term, any remaining credit must be used towards your replacement service in its entirety and will continue to not be refundable. For example, a web hosting customer that contract for 12 months and has 6 months remaining needs to upgrade to VPS with at least a 6 month contract term or the equivalent remaining contract value.

15. REFUNDS

15.2. Refunds

15.2.1. SunnyHost is not required in any circumstance to refund any prepaid charges unless, in some cases, if the Customer's account is terminated by SunnyHost in accordance with Section 13.2.

16. SUB-CONTRACTS

16.1. SunnyHost may sub-contract the whole or any part of the performance of its obligations under the User Agreement without notice to or consent from Customer.

17. VARIATION OF USER AGREEMENT

17.1. SunnyHost may modify the User Agreement, including the prices charged for SunnyHost Services, at any time by posting a revised User Agreement and/or revised pricing on SunnyHost's website. The Customer shall be deemed to have accepted such modifications to the User Agreement by continued use of the SunnyHost Services.

18. NOTICE

18.1. Any notices issued by SunnyHost shall be in writing. Notices may be delivered by hand, by receipted mail, or by email to the email address SunnyHost has on file for the Customer.

18.2. Notice will be treated as given:

18.2.1. in the case of hand delivery, on the date of delivery;

18.2.2. in the case of postal delivery, on the date of delivery recorded by the postal authority; or

18.2.3. in the case of email, on receipt by the sender of notification that the email has been received by the recipient's email server, but if the delivery or receipt is not on a business day or is after 5.00pm on a business day in the place where it is received, the notice is taken to be received at 9.00am on the next business day.

18.3. It is the Customer's responsibility to notify SunnyHost of any changes to its contact details.

19. COMMUNICATIONS

19.1. Customers agree to receive correspondence relating to their Customer Account, as well as marketing and promotional emails from SunnyHost to the email address(es) registered to their account. The Customer may choose to unsubscribe from such marketing and promotional emails.

20. FORCE MAJEURE

20.1. Either party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by or due to any cause beyond its reasonable control, including, but not limited to earthquake, flood, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, riots, war, governmental actions, and acts or omissions of third parties. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

21. GENERAL

21.1. The User Agreement (and the validity and enforceability of the User Agreement) are governed by and to be interpreted in accordance with the law of the State of Queensland in the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland, and the federal courts of the Commonwealth of Australia. The parties irrevocably waive any right they may have to object to those courts exercising jurisdiction on the ground that the court is not a convenient forum.

21.2. If any provision of the User Agreement is illegal, unenforceable or void in any jurisdiction, then, with respect to that jurisdiction only:

21.2.1. that provision shall be read down if possible so that it is no longer illegal, unenforceable or void in that jurisdiction; and

21.2.2. if it is not possible to read down that provision, it shall be severed from the remaining provisions of the User Agreement, with respect to that jurisdiction only.

21.3. No act or omission by a party shall constitute a waiver of any of its rights under the User Agreement, other than an express waiver of those rights in writing signed by the party to be bound.

21.4. SunnyHost may assign or novate its rights and obligations under this User Agreement at any time.

21.5. SunnyHost may obtain information concerning the Customer from credit reporting agencies and may share information concerning the Customer's SunnyHost account with credit reporting agencies.

21.6. SunnyHost may receive, hold, and use personal information about the Customer in accordance with the SunnyHost Privacy Policy available at https://www.sunnyhost.com.au/privacy-policy/.

21.7. The User Agreement supersedes all prior agreements and understandings between the parties as it relates to the SunnyHost Services provided under this User Agreement, and constitutes the entire agreement between the parties relating to the subject matter of the User Agreement.