

COMMBANK SIMPLIFY

DEVELOPER TERMS OF USE

The Commonwealth Bank of Australia (ABN 48 123 123 124) (“we”, “us” or “the Bank”) is providing “CommBank Simplify” for your use in accordance with these Developer Terms of Use (“Developer TOU”). CommBank Simplify is a multi-channel payment platform designed to provide businesses with a simple, single, secure platform, delivering features to initiate and manage payments as well as value added services to help merchants manage their businesses. The Bank provides application programming interfaces, a sandbox, and other developer tools (collectively, the “CommBank Simplify Developer Tools”) to help developers quickly add CommBank Simplify to CommBank Simplify merchant customers’ online stores. These Developer TOU apply for the use of CommBank Simplify by businesses and individuals located in the Commonwealth of Australia (“Australia”). CommBank Simplify is not available in all countries. Please consult the separate Terms of Use which apply for businesses and individuals located in specific countries where CommBank Simplify has been made available by the Bank

These Developer TOU and the Bank’s Privacy Statement are a legal agreement between you and the Bank. BY CREATING A DEVELOPER ACCOUNT (DEFINED BELOW), WHICH INCLUDES CLICKING TO ACCEPT THESE DEVELOPER TOU, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS IN THESE DEVELOPER TOU and THE PRIVACY STATEMENT, AND ALL OTHER RULES, POLICIES AND PROCEDURES RELATING TO COMMBANK SIMPLIFY AND THE COMMBANK SIMPLIFY DEVELOPER TOOLS THAT THE BANK MAY PUBLISH FROM TIME TO TIME. “You” (and all derivations thereof) means you individually, and if you are accepting these Developer TOU on behalf of a company or other legal entity, that legal entity. You represent and warrant that, if you are entering into these Developer TOU on behalf of a legal entity, you have the authority to bind such legal entity, and that such legal entity is authorized to conduct business by the state in which you operate. IF YOU DO NOT AGREE TO THESE DEVELOPER TOU, YOU MAY NOT CREATE A DEVELOPER ACCOUNT OR USE THE COMMBANK SIMPLIFY DEVELOPER TOOLS.

1. Registration. If you wish to integrate CommBank Simplify into a CommBank Simplify merchant customers’ online store (the “Integration”), you must first create a developer account with the Bank for that Integration (a “Developer Account”). If the Bank accepts your request to create a Developer Account, the Bank will issue you one or more unique security certificates, tokens, passwords, and other credentials (collectively, “Credentials”), for authentication, account management, and other purposes. The Credentials are the Bank’s property and you may only use them for the purpose of creating the Integration. As a condition to creating a Developer Account and receiving Credentials, the Bank may require you to submit certain information about you and the merchant for whom you are creating the Integration (the “Merchant”) that will allow the Bank to confirm the Merchant’s and your identity. The Bank may, in its sole discretion, accept or reject your request to create a Developer Account. Once the Integration is ready to go live, the Merchant will create a merchant account with the Bank (a “Merchant Account”), which shall be governed by the Merchant Terms of Use.

2. Protecting Your Account Information. You are responsible for keeping your Developer Account password and your Credentials confidential and for all activities that occur through your Developer Account, including the activities of others. You agree to immediately notify the Bank of any breach or unauthorized use of your Developer Account or Credentials. The Bank reserves the right to require you to

alter your password if the Bank believes your password is no longer secure. You are responsible for maintaining up-to-date and accurate information (including a current e-mail address and other required contact information) for your Developer Account.

3. Open Source; Restrictions.

- a. **Open Source.** Certain of the CommBank Simplify Developer Tools have been (and in the future may be) released by the Bank under an Open Source license and are or will be subject to the terms of the applicable Open Source license. Any other CommBank Simplify Developer Tools not released under an Open Source license are subject to the grant of license set out in clause 8(a) of these Developer TOU.
- b. **Restrictions** Unless such restriction is prohibited by the terms of an applicable Open Source license in the case of any CommBank Simplify Developer Tool to which an Open Source license has been applied by the Bank, you may not use the CommBank Simplify Developer Tools for any other purpose and may not, or allow any other party to:
 - i. reverse engineer, disassemble, reconstruct, or decompile any object code relating to CommBank Simplify or furnished as part of the CommBank Simplify Developer Tools;
 - ii. gain access to or use of the Bank's services or systems, other than the CommBank Simplify Developer Tools, or damage, disrupt, or impede the operation of the Bank's services or systems;
 - iii. engage in fraudulent or illegal conduct of any kind that is related in any way to CommBank Simplify or the CommBank Simplify Developer Tools;
 - iv. restrict, inhibit, or engage in any activity that prevents any other developer from using CommBank Simplify or the CommBank Simplify Developer Tools;
 - v. request, collect, solicit, or otherwise obtain access to Credentials or open a Developer Account or Developer Account by automated means or under false or fraudulent pretenses;
 - vi. sell, transfer, sublicense, or otherwise disclose your Credentials;
 - vii. circumvent or modify any Credentials or other security mechanism used by the Bank;
 - viii. use your Credentials or the CommBank Simplify Developer Tools, either directly or indirectly, for purposes other than in connection with the Integration;
 - ix. use the CommBank Simplify Developer Tools for the benefit of a CommBank Simplify competitor or to compete with CommBank Simplify;
 - x. republish, post, transmit, sell or otherwise distribute the CommBank Simplify Developer Tools;
 - xi. use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses CommBank Simplify or the CommBank Simplify Developer Tools in a manner that sends more request messages to the Bank's servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
 - xii. rent, lease, loan, trade, sell/re-sell or otherwise charge any party for access to the CommBank Simplify Developer Tools; or

- xiii. transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature.

4. Not used

5. Protecting Your Account Information. You are responsible for keeping your Developer Account password and your Credentials confidential and for all activities that occur through your Developer Account or through the use of your Credentials, including the activities of others and regardless of whether such activities are authorized. You agree to immediately notify the Bank of any breach or unauthorized use of your Developer Account or Credentials. The Bank reserves the right to require you to alter your password if the Bank believes your password is no longer secure. You are responsible for maintaining up-to-date and accurate information (including a current e-mail address and other required contact information) for your Developer Account. Without limitation of the foregoing, you will provide notice to the Bank in advance of any change in the business of your online store in connection with which you are using CommBank Simplify.

6. Modifications to CommBank Simplify. While the Bank currently makes the CommBank Simplify Developer Tools available free of charge, the Bank may in the future charge for some or all of the CommBank Simplify Developer Tools (or additional features or functionality) at any time, in its sole discretion. The Bank may also discontinue, modify, or change CommBank Simplify, the CommBank Simplify Developer Tools (including the APIs), or the Bank's service and systems at any time. Such changes may require you to update the Integration at your own cost so that the Integration remains compatible with, and interfaces accurately with, CommBank Simplify. The Bank will have no liability or obligation to you with regard to any modifications or changes it makes to CommBank Simplify, the CommBank Simplify Developer Tools (including APIs), or the Bank's services or systems. If you do not accept a change you may end these Developer TOU, however you will no longer be able to act as a Developer.

7. Ownership and Rights.

- a. **Feedback.** You may provide feedback, suggestions comments, improvements, and ideas (collectively "**Feedback**") to the Bank but you are not required to do so. You agree that the Bank may use and exploit all Feedback for any purpose without obligation of any kind and without any obligation of confidentiality, attribution, accounting, compensation, or other duty to account to you.
- b. **Usage Data.** The Bank shall own all right, title and interest in all information it collects with respect to your use of CommBank Simplify, including without limitation, statistical information, and traffic analysis data ("**Usage Data**"). You agree that the Bank may use and exploit all Usage Data for any purpose without any obligation to you; provided however, that the Bank may only disclose Usage Data to third parties so long as the Usage Data is disclosed only in the aggregate and not in a manner that it is attributable to you or any individual.

8. Grant of License; Proprietary Rights.

- a. **Grant of License.** Subject to your full compliance with the terms and conditions of these Developer TOU, the Bank grants you a limited, nonexclusive, as-is, revocable, nontransferable, non-sublicensable license to use the CommBank Simplify Developer Tools, including any updates that the Bank may make generally available from time to time, solely for the purposes of developing, testing and using the Integration. The foregoing license and your use of the CommBank Simplify Developer Tools are also subject to any and all instructions and documentation the Bank may, from time-to-time provide in connection with CommBank Simplify. This Agreement relates solely to developing, testing and using the Integration in order to add CommBank Simplify to a merchant's customers' online store and other the Bank approved development activities and does not grant you any right or license to conduct or process transactions using the Bank's services or systems which may be subject to a separate agreement between you and the Bank. Except as expressly provided in sections 8(b), 8(c) and 8(d), neither the foregoing license nor any other provision of these Developer TOU grants you any license or right to use and you may not use any Bank brands, names or trademarks.
- b. **The Bank Property.** The Bank retains all right, title and interest, including without limitation all intellectual property rights, in and to (i) CommBank Simplify;; (ii) the CommBank Simplify Developer Tools (including APIs) and any derivative works and compilations based on the foregoing; (iii) the Bank's systems and services; (iv) all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of the Bank, including without limitation "CommBank Simplify" (the "the Bank Brands"); (v) all Feedback (as defined herein); and (vi) all the Bank Confidential Information (as defined below), (collectively the "the Bank Property"). You may not use any information of the CommBank Simplify Developer Tools provided by the Bank to dispute or contest the validity of the Bank's intellectual property rights in the Bank Property. Doing so will constitute a material, non-curable breach of this Agreement.
- c. The Bank reserves all rights in the Bank Property not expressly granted to you in these Developer TOU. Without limitation of the foregoing, you have no right to use the Bank Brands in any manner except as may be expressly permitted by the Bank in advance in writing and in accordance with the Bank's then-current trademark use guidelines. The Bank reserves all rights in the Bank Property not expressly granted to you in these Developer TOU. All powers, if any, conferred on you by Section 26 of the Australian Trade Marks Act 1995(Cth) are expressly excluded.
- c. During the term of these Developer TOU, you hereby grant the Bank the right to list you as a user of the CommBank Simplify Developer Tools in any descriptions of CommBank Simplify or the CommBank Simplify Developer Tools and related promotional and marketing materials; provided however, that the Bank has no obligation to do so.
- d. **Use of Images.** In the course of your use of the CommBank Simplify Developer Tools, there will be certain images made available for use by you ("Gallery Images"). As part of the use of the Gallery Images, you shall comply, and shall ensure that any third party you

allow access to your Credentials on CommBank Simplify complies, with the following terms:

- i. The Gallery Images shall not be used:
 1. Except solely as incorporated into the digital products created and distributed using CommBank Simplify.
 2. together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights.
 3. portraying any person depicted therein (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model:
 - a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like;
 - b) in connection with the advertisement or promotion of tobacco products;
 - c) as endorsing a political party, candidate, elected official, or opinion;
 - d) as suffering from, or medicating for, a physical or mental ailment; or
 - e) engaging in immoral or criminal activities.
 4. as or as part of a trademark, service mark, or logo.

9. **Your Warranties.** You represent and warrant to the Bank that: (a) the information you provide to the Bank in connection with your creation of a Developer Account and use of CommBank Simplify is true and correct; (b) you will comply with these Developer TOU, the MasterPass Operating Rules (if applicable) and all applicable laws, rules, regulations, directives, and governmental requirements; (c) you will not engage in any activity designed to influence the mix of the transactions you submit for processing via CommBank Simplify to be comprised 100% of one [Card Network] brand; (d) you are at least eighteen (18) years of age; (e) you are eligible to register and use CommBank Simplify and have the right, power, and ability to enter into and perform under these Developer TOU; and (f) you have obtained the consent of any Merchant on behalf of which you create a Developer Account or perform an Integration.

10. **Indemnification.** You agree to indemnify and hold harmless the Bank and its related bodies corporate, business partners, employees, representatives and affiliates (the "the Bank Parties") from and against any and all claims, liabilities, damages (actual and consequential), losses, fines, and expenses (including, but not limited to, legal and other professional fees and costs of investigation) arising from or in any way related to (a) your use of CommBank Simplify or the CommBank Simplify Development Tools where such use or activities are conducted in a wrongful, illegal, fraudulent or abusive manner; or; (b) your (or anyone using your account's) breach of these Developer TOU; (c) the Integration; or (d) use of the Integration by the Merchant or its customers, including claims of intellectual property infringement, breach of privacy or violation of applicable law arising under any of the foregoing clauses. You may not enter into any stipulated judgment or settlement that purports to bind the Bank without the Bank's prior express written authorization, which will not be unreasonably withheld or delayed.

11. **Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, COMMBANK SIMPLIFY, THE COMMBANK SIMPLIFY DEVELOPER TOOLS, THE CREDENTIALS, AND ALL OTHER BANK SERVICES AND PRODUCTS ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. THE BANK DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED,

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. THE BANK DOES NOT WARRANT THAT COMMBANK SIMPLIFY, THE COMMBANK SIMPLIFY DEVELOPER TOOLS OR ANY THIRD PARTY SITES WILL BE ERROR FREE, UNINTERRUPTED, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS, OR OTHER MALICIOUS CODE, OR WILL FUNCTION TO MEET YOUR REQUIREMENTS. THE BANK DOES NOT WARRANT THAT COMMBANK SIMPLIFY, THE COMMBANK SIMPLIFY DEVELOPER TOOLS OR ANY THIRD PARTY SITES WILL WORK ON YOUR HARDWARE, WITH YOUR OPERATING SYSTEMS, OR WITH ANY OTHER SOFTWARE INSTALLED ON YOUR COMPUTERS. INFORMATION OBTAINED BY YOU FROM ANY BANK PARTY WILL NOT CREATE ANY WARRANTIES. TO THE EXTENT PERMITTED BY LAW, YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF COMMBANK SIMPLIFY, THE COMMBANK SIMPLIFY DEVELOPER TOOLS, CREDENTIALS OR ANY OTHER SERVICE OR PRODUCT PROVIDED TO YOU BY THE BANK, AND YOUR DEVELOPMENT AND USE OF THE INTEGRATION. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE WHETHER COMMBANK SIMPLIFY, THE COMMBANK SIMPLIFY DEVELOPER TOOLS OR ANY OTHER BANK SERVICE OR PRODUCT IS SUITABLE AND ADEQUATE FOR YOUR NEEDS.

12. Limitation of Liability. SAVE IN RESPECT OF LIABILITY THAT IS A DIRECT RESULT OF OUR PROVEN NEGLIGENCE, REGARDLESS OF WHETHER ANY REMEDY IN THESE DEVELOPER TOU FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, THE BANK IS NOT AND SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY:

- a. PROPERTY DAMAGE;
- b. LOSS OF USE;
- c. LOSS OF BUSINESS;
- d. ECONOMIC LOSS;
- e. LOSS OF DATA; OR
- f. LOSS OF PROFITS.

WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, CONTRACT, OR OTHER TORTIOUS ACTIONS) YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST THE BANK ARISING OUT OF OR IN CONNECTION WITH: (A) THESE DEVELOPER TOU; (B) COMMBANK SIMPLIFY, INCLUDING YOUR USE OF COMMBANK SIMPLIFY OR ANY INTERRUPTION OF SERVICE RELATING TO COMMBANK SIMPLIFY; (C) THE COMMBANK SIMPLIFY DEVELOPER TOOLS; (D) THE CREDENTIALS; (E) YOUR USE OF THE BANK'S SERVICES OR PRODUCTS; (F) ANY THIRD PARTY SITE; OR (G) THE UNAUTHORIZED ACCESS BY ANY PARTY TO THE BANK'S

SERVICES AND SYSTEMS, INCLUDING PERSONAL DATA, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

NOTWITHSTANDING THE FOREGOING, THE BANK PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED ONE HUNDRED DOLLARS (\$100).

13. Confidential Information. “the Bank’s Confidential Information” includes those portions of CommBank Simplify that the Bank does not make publicly available and all information that: (a) gives the Bank a competitive business advantage, gives the Bank the opportunity to obtain a competitive business advantage, or the disclosure of which could be detrimental to the Bank’s interests; or (b) which is either (i) marked “Confidential,” “Restricted,” “Proprietary Information,” or other similar marking, (ii) known to be considered confidential and proprietary, (iii) received under circumstances reasonably interpreted as imposing an obligation of confidentiality. The Bank’s Confidential Information does not include: (iv) information that, at the time it is disclosed, is already in your rightful possession or available to you or your representatives from any other source having no obligation not to disclose it; (v) information that is, or any time becomes, available to the public without any breach of obligation not to disclose it; or (vi) information that is developed independently by you without reliance on any of the Bank’s Confidential Information. You will treat all the Bank Confidential Information as strictly confidential and use the same degree of care to prevent disclosure of the Bank’s Confidential Information as you would use with respect to your own most confidential and proprietary information and, under no circumstances, less than the care that a reasonable person would take under the circumstances. Except as expressly provided in these Developer TOU, you may not use or disclose any the Bank Confidential Information without the Bank’s prior written consent, except as required by your employees and agents on a need-to-know basis in order to fulfill your obligations under these Developer TOU; provided that those employees or agents have executed written agreements that are at least as protective of the Bank’s rights to the Bank Confidential Information as those contained in these Developer TOU. On termination of these Developer TOU or on the Bank’s written request at any time, you will destroy or return to the Bank all the Bank Confidential Information in your custody or control. This provision will survive any termination of these Developer TOU for so long as you have in your possession any the Bank Confidential Information.

14. Privacy. The Bank recognizes the importance of respecting the privacy of those who visit its websites and use its products and services. The Bank’s Privacy Statement provides a description of how the Bank collects, uses, shares and protects your personal information, as well as the choices and access rights you have in regards to such personal information. You must satisfy the Bank that you have appropriate processes and measures in place to protect the security and integrity of any personal information that you process in connection with CommBank Simplify. You must ensure that any handling or processing of personal information in connection with CommBank Simplify is undertaken in a manner that complies with all applicable laws.

15. Term and Termination.

- a. These Developer TOU will be effective until terminated as provided herein. The Bank may suspend or terminate your use of CommBank Simplify, or these Developer TOU at any time, without cause effective immediately upon notice to you at the email address listed in your Developer Account. Without limitation of the foregoing, the Bank may, in its sole

discretion, suspend, revoke, or terminate your Developer Account at any time if: (i) your contact information is not up-to-date or you do not respond to communications directed to you; (ii) the information you have provided to obtain your Developer Account is false, inaccurate, not current, or incomplete; or (iii) you have breached, or the Bank reasonably believes you are about to breach, any of these Developer TOU, or any other agreement between you and the Bank. You may terminate these Developer TOU for any reason or no reason at all, at your convenience, by sending a written notice to the Bank at simplify@cba.com.au with the word “terminate” in the subject line and by ceasing all use of CommBank Simplify.

- b. On termination of these Developer TOU and/or your Developer Account for any reason, the rights and licenses granted to you will immediately terminate. **You will, however, remain responsible for notifying the Merchant that your right to use CommBank Simplify and the CommBank Simplify Developer Tools has terminated.** Upon the termination of these Developer TOU and/or your Developer Account, you shall immediately cease all use of CommBank Simplify; and the terms, conditions, and warranties contained in these Developer TOU that by their nature and context are intended to survive the termination of these Developer TOU shall survive, including but not limited to, 9 (Your Warranties), 10 (Indemnification), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 13 (Confidential Information), 14 (Privacy), 15 (Term and Termination), 16 (Remedies), and 18 (Miscellaneous). The Bank shall have no liability to you for any damages, loss of profits or other claims arising from the termination or suspension of your access to CommBank Simplify or any other Bank service or product.

16. **Remedies.** You acknowledge and agree that your breach of these Developer TOU relating to the licenses granted herein and your use of the Bank’s Confidential Information may result in irreparable harm and permanent injury to the Bank for which monetary damages would be an inadequate remedy. Consequently, you acknowledge and agree that, in such circumstances, the Bank will be entitled to seek and obtain, without the posting of a bond, in addition to all other remedies available to the Bank, at law or in equity, immediate injunctive relief to prevent or stop any breach of those provisions.

17. **Additional Terms.** In addition to the terms and conditions in these Developer TOU, your use of CommBank Simplify and the CommBank Simplify Developer Tools is subject to: (a) any other agreements between you and the Bank relating to other products and services you obtain from the Bank, all of which are incorporated into these Developer TOU by reference. The Bank may also make additional material available for download or use that may have additional terms and conditions. All additional terms and conditions are incorporated into and are a part of these Developer TOU. In the event of a conflict between these Developer TOU and any additional terms and conditions, the additional terms and conditions will control only with respect to their specific subject matter.

18. **Miscellaneous.**

- a. **Notifications.** Unless provided otherwise by the Bank in connection with CommBank Simplify, all notices required from you under these Developer TOU must be sent to simplify@cba.com.au or any other address(es) specified by the Bank from time-to-time, in its sole discretion. The Bank may send any and all notices to you via e-mail at the address

associated with your Developer Account, and you hereby consent to all notices being received electronically.

- b. **Entire Agreement.** These Developer TOU constitute the entire agreement between you and the Bank with regard to their subject matter.
- c. **TOU Modifications.** The Bank may, at any time and from time-to-time, change the terms of these Developer TOU or provide other disclosures and notices regarding CommBank Simplify by posting them on the CommBank Simplify site or emailing them to the email address listed in your Developer Account. Such notices will be provided one (1) month in advance. You will be deemed to have received those disclosures and notices within 24 hours after the Bank posts them on the CommBank Simplify site or emails them to you, unless the Bank receives notice that the email delivery failed. If you do not accept those revisions to these Developer TOU, CommBank Simplify, your only recourse is to stop using CommBank Simplify, and to terminate these Developer TOU by sending a termination notice to the Bank as described in Section 15.a before the effective date of the revisions. Your continued use of CommBank Simplify after such effective date will constitute your acceptance of those revisions.
- d. **Relationship of the Parties.** These Developer TOU do not create and shall not be construed as creating a joint venture, co-ownership, partnership, or agency relationship between you and the Bank.
- e. **Jurisdiction; Venue.** These Developer TOU will be construed, interpreted, and performed exclusively according to the laws of New South Wales, Australia, without giving effect to any principles of conflicts of law or the UN Convention on the International Sale of Goods. Any action at law or in equity arising out of or directly or indirectly relating to these Developer TOU may be instituted only in the courts located in New South Wales, Australia. You and the Bank consent and submit to the personal jurisdiction of those courts for the purposes of any action related thereto and waive any objection thereto. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to these Developer TOU must be filed within one (1) year after the claim or cause of action arose.
- f. **Waiver.** The Bank's failure or delay to exercise or enforce any right or provision of these Developer TOU or any rights under applicable law shall not constitute a waiver of any of those provisions or rights.
- g. **Headings.** The section headings in these Developer TOU are for convenience only and have no legal or contractual effect.
- h. **Assignment.** You may not assign or transfer your rights or obligations under these Developer TOU. Any purported assignment or transfer in violation of the foregoing will be invalid.

- i. **Force Majeure.** The Bank shall not be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond its reasonable control, including without limitation, telecommunications, power, or utility failures.

- j. **Severability.** If at any time any provision of these Developer TOU (or any part of a provision of these Developer TOU) is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
 - i. the legality, validity, or enforceability in that jurisdiction of any other provision of these Developer TOU (including the remainder of a provision, where part thereof has become illegal, invalid, or unenforceable); or
 - ii. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of these Developer TOU.

- k. **Contact:** If you have any questions or comments relating to CommBank Simplify or these Developer TOU please do not hesitate to contact CommBank as follows:

Email: simplify@cba.com.au

Phone: 1800 571 971