

TERMS AND CONDITIONS

The website at www.lidi.org.au and all associated digital platforms, social media accounts and mobile applications (together, **Website**) and the Website's contents, products, materials and services are owned, operated and provided by the Landscape Design Institute ABN 42 065 777 273 (**LDI, we, us or our**). The term '**you**' refers to any user or browser of the Website or purchaser of our services.

The terms and conditions set out in this document and any additional disclaimers, policies and legal notices displayed on our Website from time to time (together, **Terms and Conditions**) govern and explain how you may use the Website and the Services.

It is important that you read and understand these Terms and Conditions. By accessing any information on our Website or using the Services, you will be deemed to have accepted and agreed to be bound by these Terms and Conditions, as updated from time to time, whether or not you are a visitor simply browsing the Website or are using the Services (together, **users**).

You acknowledge and agree that the use of the Website and Services is at your own risk and that using the Website and Services in any way other than what is expressly stated in these Terms and Conditions will amount to a breach of the Terms and Conditions, and your use of the Website and Services may be terminated in accordance with the provisions below.

If you are under the age of eighteen (18), you must obtain your parent's or guardian's prior consent to use the Website and Services.

These Terms and Conditions do not modify, restrict or exclude any additional rights you may have under applicable laws that cannot be so modified, restricted or excluded. If at any time you do not agree with the Terms and Conditions (or any changes to them), please do not continue to use the Website and Services.

1. WEBSITE PERMITTED USE

LDI prohibits the use of the Website or any of its functionalities, features and content, in any manner other than expressly indicated. You agree to use the Website and Services responsibly and to comply with any applicable laws and regulations. You agree you must not interfere with or disrupt the platforms, servers or networks connected to the Website. You agree you may not use the Website or Services for any purpose that is unlawful or to solicit the performance of any illegal activity or other conduct that infringes LDI's rights or the rights of others.

You may not use the Website or Services, or any part of them, for any commercial purpose or for the benefit of any third party, including but not limited to incorporating, modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting or distributing in any manner or medium (including by email or other electronic means) any content or additional information accessed or purchased through our Services, or any other communications provided by us for your personal use, or in a manner not permitted by the Terms and Conditions.

2. SERVICES

Disclaimer

Our Website aims to offer and provide you with information about our Services including our Website services (**Services**).

The information, content and material contained in or made available through the Website and Services are provided for general information purposes only. None of the content on this Website represents or

warrants that the Services are appropriate or effective for you.

To the extent that we provide any explicit or implied recommendations of any Services, such recommendations are only general and not specific to any situation. The information we provide is not intended to be a substitute for professional financial, legal or building and construction advice, nor do we claim to be an expert in any specific commercial field.

All information provided by us is provided in good faith, though we make no guarantees of any specific results or outcome from the use of the Website or Services. We derive our information from sources that we believe to be accurate and up to date as at the date of publication, however, we do not make any representations or warranties that the information we provide is reliable, current or complete at all times. Your reliance on any of our Services or the information on this Website is solely at your own risk, and we make no guarantees as to the suitability, outcome or results.

Our Services, subject to any formal agreement we have with you, may be subject to change without notice. We reserve the right at any time and without notice to modify or discontinue any Services and we shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of any Services. Subject to law, we reserve the right to limit the sales of our Services to any person, region, or jurisdiction. All descriptions of our Services and pricing on our Website are subject to change at any time without notice, at our sole discretion.

Testimonials, Endorsements and Affiliates

Testimonials (visual and written) and any publicity materials displayed on our Website are examples of real experiences and opinions of people's experiences with us, our Website and/or Services, and are for illustration only. All testimonials and publicity materials are displayed with permission and are of actual people and their results. Testimonials are not intended to guarantee current or future users the same or similar results.

We may refer to third-party products, services, experts, and other third-party service providers on the Website. Any such reference is not intended as an endorsement or statement that the information provided by the third party is accurate. We make no warranties as to the suitability or reliability of third-party service providers nor give any guarantees as to the outcome or results of their products or services. It is your responsibility to conduct your own research and make your own determination about any such products, services, experts, and other service providers.

We may participate in affiliate marketing and may allow affiliate links to be included on our Website. This means that we may earn a commission when you click on or make purchases via affiliate links. We will inform you when one of the links on our Website is an affiliate link and will only affiliate with products, services, experts, and other third-party service providers that we believe will provide value to our customers and followers. You recognise that it remains your personal responsibility to investigate whether any affiliate offers are right for you. You will not rely on any recommendation, reference or information provided by us and will conduct your own research and will rely upon your own research in deciding whether to purchase the affiliate product or service.

3. BOOKINGS AND ENQUIRIES

By using any current or future messaging service or online booking system on our Website or subscribing to any current or future newsletter or blog on our Website, or purchasing our Services, you will be added to our email list. If you do not want to remain on our database, you can follow the instructions on the form to update your subscription or data preferences or unsubscribe from our email communications or email us at any time at hello@ldi.org.au.

You agree that the personal information that you provide to us via the Website, or via any digital platforms

we use, which may include, but is not limited to, your title, name, age, gender, address and telephone number (**Personal Data**), will be true, accurate, current and complete. You acknowledge and agree that LDI (and, if applicable, any relevant third party of our choosing) will collect your Personal Information for the purpose of booking a consultation. You acknowledge that if we cannot collect this and other Personal Data as requested, we will not be able to book your consultation appointment and may not be able to provide you with some or all our Services. For more information, please refer to our Privacy Policy.

Initial consultations will be subject to the applicable Terms and Conditions provided on our Website and/or otherwise advised at the time of booking, including our fees. Whilst LDI makes every effort to avoid clashes and/or cancel consultation appointments, LDI, at its sole discretion, may cancel or reschedule appointments at any time and for any reason prior to the scheduled time.

We do not offer refunds for change of mind, missed or cancelled consultations. If you cancel a consultation within twenty-four (24) hours of the scheduled appointment time, we reserve the right to retain or charge you all or some of our professional fees for the consultation.

4. MEMBERSHIP

4.1 Conditions of Membership

- a) Members agree, LDI membership is subject to the LDI constitution, any applicable codes of professional conduct, policies, and regulatory or other guidelines adopted from time to time (**Membership Policy**).
- b) By applying for, renewing, or maintaining membership, you agree to comply with the Membership Policy, and acknowledge that compliance with the Policies is a continuing condition of membership. LDI may suspend, terminate, refuse to renew, or refuse to reinstate membership where a member breaches any Policies.
- c) Where your membership category is subject to eligibility criteria (including Student, Graduate, Associate or Academic categories), you warrant that you meet those criteria at the time of application and on an ongoing basis. You must promptly notify LDI if your circumstances change in a way that affects eligibility.
- d) Subject to law, we reserve the right to limit membership to any person, region or jurisdiction.

4.2 Member Platform and Member Accounts

LDI provides access to a digital member platform via its Website (**Member Platform**), through which Members may access resources, content, materials and services (**Digital Materials**). To access certain features of the Member Platform, you must create an account (**Member Account**). You warrant that all information provided in connection with your Member Account is accurate, current and complete.

Members acknowledge and agree they must:

- a) be at least eighteen (18) years of age;
- b) hold only one Member Account, which is non-transferable;
- c) maintain the confidentiality of login credentials;
- d) notify LDI immediately of any unauthorised access or security breach; and
- e) only use the Member Platform lawfully and only for authorised purposes.

You acknowledge and agree LDI may suspend or terminate a Member Account where these conditions are breached. LDI may engage third-party service providers to facilitate aspects of the Member Platform and may share necessary information for that purpose.

Membership Fees

- a) Fees for membership (Membership Fees) are payable in advance at the rate published on the Website at the time of application or renewal.
- b) A one-off application fee applies when joining as an LDI member, LDI professional member or affiliate.

- c) No application fee applies to student memberships, category transfers, or renewals.
- d) New non-student memberships may be invoiced on a pro-rata basis from the date of acceptance
- e) You must comply with the terms of payment, LDI reserves the right to change fees or payment methods without notice.

4.4 Membership Term and Renewal

Unless otherwise specified:

- a) Annual membership runs from 1 July to 30 June; Student membership runs from 1 January to 31 December.
- b) Membership continues upon payment of the applicable fees Membership Fees.
- c) LDI may issue renewal reminders as a courtesy. Failure to receive a reminder does not relieve a member of the obligation to renew or pay the Membership Fees by the due date.
- d) Where automatic renewal has been elected, the Membership Fees will be charged to the nominated payment method at the commencement of the renewal period.
- e) Members are responsible for ensuring that payment details remain current. If payment cannot be processed, LDI may suspend the membership pending payment.
- f) Membership will lapse if the Membership Fees remain unpaid. Upon lapse, the Member's access to all membership benefits, including the Member Platform and rewards program, will cease. A member may cancel membership by providing written notice to LDI prior to the next payment period. Cancellation takes effect at the end of the current paid membership period unless otherwise agreed in writing. Membership Fees are non-refundable upon cancellation.
- g) If membership is cancelled, suspended, lapsed or reclassified, LDI may notify relevant third-party benefit providers of the change in membership status. LDI accepts no liability for the variation or withdrawal of third-party benefits.
- h) If a member seeks reinstatement within the same membership year, reinstatement is at the discretion of LDI, and may require payment of the full annual Membership Fee or any outstanding instalments and arrears.

4.5 Refund Policy

Membership fees are non-refundable except where:

- a) Membership Fees overlap due to an approved membership upgrade;
- b) a reduced fee is granted under approved special circumstances, and the full fee has already been paid; or
- c) an incorrect charge has occurred due to an error by LDI or its payment provider.

No refunds are provided for change of mind, partial use of membership benefits, cancellation during the membership period or for any Digital Materials.

Requests for refunds must be addressed to LDI in writing and will only be considered pursuant to the obligations required under the Australian Consumer Law.

4.6 Digital Materials

- a) The materials that may be available to members via the Membership Platform (**Digital Materials**) contain information that is owned by LDI and are protected by all intellectual property and copyright laws recognised throughout the world, including the *Copyright Act 1968 (Cth)* and the *Digital Millennium Copyright Act 1998 (USA)* whether existing under statute, at common law or in equity, now or hereafter in force.
- b) You are prohibited from copying, distributing, sharing and/or transferring the Digital Materials to any third party or person, or using them for any commercial or other purpose other than intended, without consent.

- c) Digital Materials made available through the Member Platform are licensed, not sold, regardless of whether they are purchased or not.
- d) Digital Materials are provided for educational purposes only and do not constitute legal, financial, building, construction or other professional advice.
- e) LDI makes no guarantee as to outcomes or results and may modify, suspend or withdraw Digital Materials at any time.
- f) Members are responsible for ensuring they have appropriate hardware, software and internet access to access and download the Digital Materials .
- g) LDI is not responsible for third-party materials accessible or downloaded via the Member Platform.

4.7 Confidentiality

Where confidential information is disclosed in connection with membership activities, you agree to use that information only for its intended purpose and to keep it confidential unless disclosure is required by law. Participants are responsible for the information they disclose in both public and private settings and indemnify LDI for any unauthorised disclosure made by them.

4.8 Third-Party Providers

LDI may engage third-party contractors, consultants, guest speakers or service providers in connection with its Services. LDI does not endorse and is not responsible for the actions, opinions, products or services of any third party. All dealings with third parties are solely between you and that third party.

5. PAYMENT

You must pay the fees as provided in this Website and/or at the rate and in the manner specified in any formal agreement we have with you and any invoice issued. LDI accepts no responsibility for bank transfers that are declined or not accepted due to disruptions with internet connections or problems with your provider.

Transactions are processed in AUD figures. Fees that are paid in a foreign currency will be reconciled as at the date of payment and will be subject to the prevailing exchange rate and transfer fees.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds and/or delivery related to your purchase, are solely between you and that third party. You agree that we shall not be responsible or liable for any damage, refunds or other losses of any sort that may be incurred as the result of such dealings with a merchant.

Gateways and Merchants

You agree to comply with the terms provided by any payment-processing merchant we use or used via any digital platforms, and payment of any transaction fees. You agree that we (or our payment-processing merchant) may securely collect personal information obtained during payment. You acknowledge that if we cannot collect this Personal Data and other Personal Data as requested, we will not be able to process your purchase and/or provide you with some or all our Services. For more information, please refer to our Privacy Policy.

We reserve the right to change the preferred payment gateway from time to time and without notice.

Credit Cards, Chargebacks and Payment Security

Where we accept credit card payments, you agree that we will not be held liable for any loss you incur arising from your payment by credit card or use of our payment gateway unless it is caused by our fraud or negligence. To the extent that you provide us with your credit card(s) information for payment, we shall

be authorised to charge your credit card(s) for any prior unpaid charges. You shall not make any chargebacks to our account or cancel the credit card that is provided as security, without our prior written consent. You are responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. You shall not change any of the credit card information provided to us without notifying us in advance. Fluid Design reserves the right to reject and/or report credit card payments that are suspected of fraud or any other illegal activity.

6. REVIEWS AND ONLINE COMMUNITY GUIDELINES

The Website and our other digital platforms, mobile applications, and social media accounts (**Communication Services**) may allow you to post information, photos, content, user submissions and/or upload materials, including video and features such as live chat and forums (**User-Generated Content**), whether through external websites or otherwise. It may also allow you to see User-Generated Content submitted by others.

You agree you are responsible for your User-Generated Content, which includes but is not limited to, any data, text, files, information, usernames, images, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other materials that you submit, post or display on or via the Website or is in any way connected with the Website.

Reviews

You agree not to publish any content, reviews, or comments online regarding a dispute or the obligations of privacy.

You should also always consider the potential implications under the *Competition and Consumer Act 2010 (Cth)* and the *Defamation Act 2005 (Cth)* of making false and/or misleading statements and the potential for a claim for damages and other remedies where a person's reputation has been harmed by the publication of defamatory matter, when publishing content reviews or comments online.

General Community Guidelines

It is essential to ensure that all our members of our community adhere to our community guidelines to maintain a safe and ethical online environment for all. You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to a Communication Service. You agree you may not communicate any content or incite any behaviour that is offensive or directly attacks, intimidates or harasses someone based on religion or faith, race or ethnicity, nationality, sexual orientation, age, gender or gender identity or disability. You must not defame, stalk, bully, abuse, harass or intimidate anyone or restrict another user's use and enjoyment of the community in any way. LDI prohibits negative, dishonest or misleading conduct of any kind that threatens the integrity or security of the community on our platform. You must not create or operate from a user account on social media or any other platform for anyone other than yourself. You must not pretend that you are or that you represent someone else or impersonate any other individual or entity for any purpose.

You acknowledge we have the right, but not the obligation, to monitor and review User-Generated Content, and from time to time, we may, at our sole discretion and without prior notice to you, remove or edit any of your User-Generated Content that we find you may not have the permission to post, is offensive or for any other reason. If it is found, or we have reasonable grounds to believe, that a member of the online community is threatening the safety of the community or has provided information that is not true, accurate, current, and complete, we may suspend or terminate their access to the community, refuse future use of the Services and inform the relevant authorities where appropriate. You agree to indemnify us against all liability claims or proceedings whatsoever arising from the publication of your User-Generated Content. You acknowledge and agree that we do not authorise, condone, or endorse any User-Generated Content, and are not responsible for the accuracy, legality or decency of such content. You are responsible for verifying the veracity of any claims or statements made in any User-Generated Content.

7. THIRD-PARTY LINKS

The Website may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible for the information, services, or resources of any third parties, nor do they imply any endorsement by, or affiliation with us. We do not guarantee, represent, or warrant that the content of any third party is accurate, legal or inoffensive, or that they will not contain viruses or otherwise impact your hardware or software. Unless otherwise stated, these Terms and Conditions only cover the use of this Website and our Services. Any other link will be covered by the terms and conditions of that website or resource, of which we are not responsible either directly or indirectly. You acknowledge it is your sole responsibility to assume all risk arising from your use of any such websites, services, or resources.

8. MAINTENANCE

LDI is responsible for the support and maintenance of its Website only. We may, at any time and without notice, modify, suspend, or terminate the operation of, or access to the Website, or any part of it, for any reason, as necessary to perform maintenance, error correction or other changes. You acknowledge that we may make changes to the Website or Services provided through the Website. Access to the Website may depend on telecommunications, Internet service providers and other external factors, and therefore we do not guarantee the availability of the Website at all times or at any specific times.

9. PRIVACY AND SECURITY OF INFORMATION

Our Website and Services are subject to our Privacy Policy, which forms part of these Terms and Conditions. Please ensure you read, understand and agree to our Privacy Policy as updated from time to time.

While we will take precautions to ensure the Website is secure, no data transmission over the Internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information transmitted to, from or by us using the Website or Services, and any information that you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take all necessary and reasonable steps to preserve the security of such information. For information on data breaches and data security, please review our Privacy Policy.

10. INTELLECTUAL PROPERTY AND COPYRIGHT NOTICE

You acknowledge and agree that the Website and the Services contain information, content and material that is owned by us, and is protected by all intellectual property and copyright laws recognised throughout the world, including the *Copyright Act 1968 (Cth)*, whether existing under statute, at common law or in equity, now or hereafter in force.

You are prohibited from copying, distributing, sharing and/or transferring information, content and material from the Website or Services (and/or any associated usernames/passwords, if applicable) you purchased to any third party or person. In some cases, we may encrypt and/or stamp licence details (including customer name, address, etc.) to ensure additional safety.

LDI respects the intellectual property rights of others and warrants that all information and materials provided via the Website and Services is the original content of LDI or is otherwise provided with the relevant owner's or owners' consent and does not violate the intellectual property rights of any third parties. All references made to third parties or third-party intellectual property is by means of reference only, and we make no claims or association to them or it.

These Terms and Conditions do not transfer any of our intellectual property rights to you or any third parties. You are granted no rights with respect to or license of our trademarks, service marks and logos, used in connection with the Services and Website. All intellectual property displayed on the Website has been provided, where applicable, with consent. All names, logos and trademarks on the Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights

for the commercial use or distribution of any names, logos or trademarks, without the express written agreement of the relevant owners.

We may, from time to time, monitor your use of the Website or Services to determine if you are in breach of these Terms and Conditions. If you infringe our intellectual property rights or the rights of any third party, we have the right to suspend access to or terminate your use of the Website or Services, and to report you to the relevant authorities or take any actions as appropriate or necessary.

11. TERMINATION OF WEBSITE USE

We, at our sole and absolute discretion, may suspend or terminate your access and/or future access to the Website or Services, effective immediately, with no liability to you or any third party for the following reasons:

- d) where you are in breach of any of the Terms and Conditions or any related policies;
- e) where at any time you have committed any act of wilful or serious misconduct;
- f) if you fail to pay any fees, payments or expenses properly payable to us for our Services by the stipulated due date;
- g) where you have created a risk or possible exposure for us;
- h) where there are unexpected technical issues or problems;
- i) at the request of law enforcement or any government authority; or
- j) upon a request by you.

If you have entered into a formal agreement for our Services with us, please refer to the agreement in relation to our rights of termination of the Services and consequences of termination.

12. DISPUTES

In the event a dispute arises from, or in connection with, these Terms and Conditions, the party who claims that there is a dispute will give written notice to the other party, including details of the dispute and a proposed resolution. Within seven (7) days of receiving the notice, the parties will meet to resolve the dispute or if they are unable to do so they will agree upon another method to resolve the dispute in good faith. All aspects of such meetings, except the fact that the meeting was held, will be confidential and privileged. If the parties do not resolve the dispute or where the dispute remains unresolved following the meeting and the parties do not agree upon an alternative method to resolve the dispute, within twenty-one (21) days after receipt of the notice, the dispute may be referred by either party to litigation by notice in writing to the other party.

13. WARRANTIES AND LIABILITY

Certain legislation, including the Australian *Competition And Consumer Act 2010 (Cth)*, may limit the ability to exclude liability or may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These terms and conditions must in all cases be read subject to these statutory provisions.

If we are liable to you under the Australian *Competition And Consumer Act 2010 (Cth)* or similar legislation, to the extent to which we are entitled to do so, we limit our liability in respect of any claim under those provisions to, in the case of goods, at our option, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired, and, in the case of services, at our option, the supplying of the services again or the payment of the cost of having the services supplied again.

We do not guarantee, represent or warrant that your use of the website or services will be uninterrupted or error-free. You agree that from time to time we may remove the website and/or make the services

unavailable for indefinite periods, suspend or cancel the services at any time or otherwise limit or disable your access to the website and services without notice to you, where reasonably necessary to protect our legitimate interests.

You expressly agree that your use of, or inability to use, the website and services is at your sole risk. The services and all content delivered to you through the website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title and noninfringement. Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you. In addition, under the Australian Consumer Law, there are certain consumer guarantees which cannot be excluded, including guarantees as to merchantability, fitness for purpose, supply by description, repairs and title.

In no case shall we, our directors, officers, employees, affiliates, agents, contractors or licensors, be liable for any direct, indirect, incidental, punitive, special or consequential damages arising from your use of the website or any of the services or for any other claim related in any way to your use of the website or services including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted or otherwise made available via the website, even if advised of their possibility. Under no circumstances shall the aggregate liability for all claims relating to the services exceed the amount you paid us, if any, in the last twelve (12) months.

Because some countries, states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages in such countries, states or jurisdictions, our liability shall be limited to the extent such limitation is permitted by law.

We shall use reasonable efforts to protect information submitted by you in connection with the website and services, but you agree that your submission of such information is at your sole risk, and you hereby release us from any and all liability to you for any loss or liability relating to such information in any way. We do not represent or guarantee that the website will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion, and you hereby release us from any liability relating thereto. You shall be responsible for backing up your system, including any content acquired or rented through the website. We are not responsible for data charges you may incur for downloading or streaming over a data connection.

14. WAIVERS AND INDEMNITY

By using the website and services, you agree, to the extent permitted by law, to indemnify and hold us, our directors, officers, employees, affiliates, agents, contractors and licensors harmless against any claims arising out of your breach of these terms and conditions, your misuse of the website or services or any action taken by us as part of our investigation of a suspected violation of these terms and conditions or as a result of our finding or decision that a violation of these terms and conditions has occurred. To the extent permitted by law, you agree that you shall not sue or recover any damages from us, our directors, officers, employees, affiliates, agents, contractors and licensors as a result of our decision to remove or refuse to process any information or content, to warn you, to suspend, limit or terminate your access to the website or services or to take any other action during the investigation of a suspected violation or as a result of our reasonable conclusion that a violation of these terms and conditions has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by these terms and conditions.

15. GOVERNING JURISDICTION

The laws of New South Wales govern these Terms and Conditions and any access to or use of our Services. You irrevocably agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from those courts to resolve any dispute or claim between the parties arising from or in relation to these Terms and Conditions.

16. GENERAL

These Terms and Conditions constitute the entire agreement concerning your use of this Website and the Services and supersede all previous agreements or understandings, whether written or oral, in relation to your use of this Website and the Services.

We reserve the right to amend the Terms and Conditions at any time and to add new or additional terms and conditions on your access to and use of the Website and Services. Please check these Terms and Conditions regularly before using our Website and Services to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible.

If any part of these Terms and Conditions is held invalid or unenforceable, that part may be severed and the remaining portions of these Terms and Conditions will remain in full force and effect.

If we do not exercise or delay in exercising any rights to enforce performance of any of your obligations under the Terms and Conditions, it is not a waiver of our right:

- to insist on performance of, or claim damages for breach of, that obligation unless we acknowledge in writing that we have waived our rights;
- and at any other time to require performance of that or any other obligation under the Terms and Conditions.

These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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