

TERMS AND CONDITIONS

FOR PARTICIPATING IN AUCTIONS

AND BROWSING OUR WEBSITE

Welcome to Artbid.

In these terms, we also refer to Artbid as “our”, “we”, or “us”.

And you are you!

What are these terms about?

These terms apply when you use this website, being <https://artbid.com.au/> and any other websites we operate with the same domain name and a different extension (“Website”).

These terms also apply when you purchase art through this Website (“Artwork”).

If you’re looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here <https://artbid.com.au/privacy-policy>.

How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- **Part A:** Terms for when you create an Account to participate in an Auction for Artwork(s) (applies when you participate)
- **Part B:** Terms for when you browse and interact with this Website (applies when you browse)
- **Part C:** Liability and warranties, and interpretation provisions (applies to both participating in an Auction and browsing)

Please let us know if you have any questions about these terms, and don’t continue using this Website or purchase any Artwork unless you have read and agree to these terms.

I’ve returned to your Website, do I need to read these terms again?

Once you place a Bid or otherwise participate in an Auction, the terms accepted at the point of sale will apply to your purchase of those Artwork. However, please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or purchase Artwork. You can check the date at the top of this page to see when we last updated these terms.

Part A For When You Participate in an Auction

1 KEY TERMS

Term	Meaning
Absentee Bid	means a Bid placed by you prior to the Auction Time.
Account	means your online account made through the Live Online Bidding System through which you may Bid in Auctions.
Auction	means the offer of a Lot for Bids to make as an offer to purchase the Lot.
Auctioneer	means a person authorised to conduct, manage and facilitate the purchase of a Lot at Auction via the Live Online Bidding System. The auctioneer is responsible for facilitating the Auction process, establishing the rules and terms of the Auction, soliciting Bids from potential buyers, and closing the Auction when the highest Bid has been accepted.
Auction Date	has the meaning as set out on our Website and/or the Live Online Bidding System.
Auction Time	has the meaning as set out on our Website and/or the Live Online Bidding System.
Bid	means an irrevocable and binding offer made by you to purchase an Artwork.
Buyer's Premium	means 12% of the Lot Sale Price.
Live Online Bidding System	means the service provided by online auction platform, BidPath, to facilitate an Auction.
Lot	means any Artwork listed for Auction on our Website.
Lot Sale Price	has the meaning given in clause 4.4(b).
Reserve Price	means the amount listed against a Lot as the lowest amount which will be accepted for the sale of a Lot.
Winner, or Win	has the meaning given in clause 4.4.

2 ACCOUNTS

- (a) Before submitting a Bid on the Live Online Bidding System, you must register for an Account, including providing your:
- (i) full name;
 - (ii) email address;
 - (iii) delivery address
 - (iv) billing address;
 - (v) phone number;
 - (vi) a secure password;
 - (vii) credit card information
- (b) By registering an Account, you represent and warrant that:
- (i) all details provided for registration of your Account are accurate, complete and not misleading;

- (ii) you have the legal capacity and are of sufficient age (over 18 years) to enter into a binding contract with us and BidPath; and
- (iii) you will not authorise or otherwise allow anyone who is not permitted to Bid on your behalf to access your Account.

3 ARTWORK

- (a) We will endeavour to ensure that the Artwork provided will be substantially the same as the Artwork displayed on our Website, or as otherwise agreed with you in writing prior to you placing your Bid. Please note that due to screen display, colour and brightness, and image quality, Artwork may not exactly match the image on our Website.
- (b) Until the price of your Artwork is paid in full, title in those Artwork is retained by the creator the Artwork. Risk in the Artwork will pass to you on delivery in accordance with clause 7. Delivery must not be refused by you.

4 SUBMITTING A BID

4.1 GENERAL

- (a) Once you have created an Account in accordance with clause 2, you may register to place a Bid to purchase a Lot offered by Auction via the Live Online Bidding System.
- (b) By submitting a Bid, and any subsequent higher Bids, you acknowledge and agree that:
 - (i) your Bid constitutes your irrevocable and legal binding offer to purchase the Artwork if you are the Winner of the Auction;
 - (ii) any subsequent Bids made by you supersede any prior Bids made by you;
 - (iii) you must have the requisite funds immediately available to meet the Bid amount you have offered; and
 - (iv) the highest Bid you make during an Auction is the amount you offer to pay for the Artwork if you are determined to be the Winner in accordance with clause 4.4(a).
- (c) You acknowledge and agree that the Live Online Bidding System is powered by third party platform, BidPath, and the terms and conditions of BidPath apply when you submit a Bid or otherwise participate in an Auction. Those terms can be accessed here: <https://bidpath.com/>
- (d) To the maximum extent permitted under applicable law and our agreement with BidPath, we will not be liable for any acts or omissions of BidPath, including in relation to any fault or error of the Website or any issues experienced in placing Bids.

4.2 AUCTION PRICE GUIDES

- (a) Artbid provides a low and high price estimate for each Lot on our Website, which is intended to represent a fair and reasonable Auction price range (**Auction Price Range**).
- (b) Artbid determines the Auction Price Range by reviewing previous auction records of comparable Artworks (where possible) and the individual characteristics of the Artwork including but not limited to, the medium used, size, condition, unique features and/or markings.
- (c) You acknowledge and agree that the Auction Price Range is:
 - (i) an estimate and is subject to change at any time; and
 - (ii) provided for informational purposes only and is not a guarantee of the final Lot Sale Price and you should not rely on it as such.

4.3 BIDDING PROCESS

- (a) An Auction for a Lot will open prior to the Auction Date and Auction Time listed on the Website and/or the Live Online Bidding System. You may submit an Absentee Bid during this period.

- (b) On the Auction Date and at the Auction Time, the Auctioneer will commence bidding and set a starting Bid in relation to the Lot to be auctioned. You must commence bidding at or above the starting Bid.
- (c) If you submitted an Absentee Bid, the Live Online Bidding System will display the status of your Bid in relation to other bids made at the Auction.
- (d) All Bids placed at Auction using the Live Online Bidding System are final and cannot be decreased once it has been placed.
- (e) You acknowledge and agree that Artbid and/or the Auctioneer, in their absolute discretion, may:
 - (i) refuse a Bid (including any Absentee Bids);
 - (ii) remove a person from an Auction;
 - (iii) advance the bidding process;
 - (iv) place a reserve on a Lot;
 - (v) Bid on behalf of a prospective buyer or owner of a Lot;
 - (vi) remove a Lot; or
 - (vii) prohibit a person from recording, filming, photographing and/or video recording an Auction without the prior written consent of the Auctioneer or Artbid.
- (f) In the event of any dispute arising in connection with the bidding process of a Lot, the Auctioneer shall have absolute discretion to act as the sole arbitrator and settle the dispute. The Auctioneer's decision shall be final and binding on all parties involved in the dispute,

4.4 DETERMINATION OF A WINNER

- (a) The bidder listed as having made the highest Bid at the close of an Auction will be the winner (**Winner**).
- (b) The determination of the Winner is final and constitutes acceptance of the Bid. A binding contract for the sale of the Lot is formed at the time of acceptance. Subject to clause 4.4(c) and 4.4(d), the winning Bid, upon acceptance of that Bid, will be the lot sale price (**Lot Sale Price**).
- (c) If the highest Bid is lower than the Reserve Price listed on our Website, there will be no Winner of the Auction.
- (d) Even if the Reserve Price is met, Artbid may declare that there is no Winner if:
 - (i) there has been a technical error on the Website or the listing of the Lot; or
 - (ii) the Lot has been listed at an incorrect price or with incorrect information.

4.5 OBLIGATIONS OF A WINNER

- (a) If you are the Winner of the Auction, you are bound to:
 - (i) promptly pay the Lot Sale Price within 24 hours of notification that you are the Winner of an Auction; and
 - (ii) without limiting or otherwise affecting your binding obligations under this clause, enter into any other further agreements necessary to give effect to your purchase of the Lot.
- (b) If you fail to comply with clause 4.5(a), we may, in our absolute discretion, do any of the following:
 - (i) proceed with the sale of the Lot to another Bidder (despite their Bid being lower than your Bid);
 - (ii) seek an order of specific performance against you;
 - (iii) claim against you all monies due including recovering all of our costs (including but not limited to administration, storage, advertising and legal costs); or

- (iv) charge you a cancellation fee to reflect the genuine losses we will suffer as a result of your failure to complete the sale.

5 PAYMENT

5.1 FEES

- (a) You must pay the Lot Sale Price to Artbid in accordance with this agreement or as otherwise communicated to you from time to time by Artbid.
- (b) You acknowledge and agree that Artbid charges a Buyer's Premium in addition to the Lot Sale Price and you must pay the Buyer's Premium within 24 hours of notification that you are the Winner of an Auction as set out in clause 4.5(a)(i).

5.2 GENERAL

- (a) All prices are:
 - (i) per unit (except where indicated);
 - (ii) in Australian Dollars; and
 - (iii) subject to change prior to you submitting a Bid without notice.
- (b) **(Payment obligations)** Unless otherwise agreed in writing, you must pay for all Artwork within 24 hours of notification that you are the Winner of an Auction.
- (c) **(GST)** Unless otherwise indicated, amounts stated on the Website include GST. In relation to any GST payable for a taxable supply by Artbid, you must pay the GST subject to Artbid providing a tax invoice.
- (d) **(Card surcharges)** Artbid reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

5.3 ONLINE PAYMENT PARTNER

We may use third-party payment providers (**Payment Providers**) to collect payments for Artwork. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

5.4 PRICING ERRORS

In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

6 GIFT CARDS AND DISCOUNT CODES

6.1 DISCOUNT CODES

- (a) We may provide promotional offers and codes offering a discount on the Artwork (**Discount Code**). To use a Discount Code, you will need to register for an account using the same email which was allocated a Discount Code.
- (b) If your Discount Code is not automatically applied, please email contact@artbid.com.au before paying any invoice to have the invoice balance amended to reflect any applicable Discount Code.
- (c) You agree that Discount Codes cannot be applied retrospectively. Discount Codes are non-transferable and cannot be redeemed for cash or store credit.
- (d) Unless otherwise communicated to you by Artbid, each Discount Code is limited to one use per person.

- (e) A Discount Code may be subject to additional terms or conditions and we recommend you check the terms of any promotion to avoid disappointment.
- (f) We reserve the right to deny use of a Discount Code for any reason, including where we have reason to suspect that there has been an attempt to deceive or defraud us through the use of a Discount Code.

6.2 GIFT CARDS

- (a) We may issue gift cards for use on our Website.
- (b) Gift cards are valid online at our Website and are redeemable through our checkout in accordance with the process set out on the gift card or otherwise communicated to you.
- (c) A gift card provided by Artbid is only redeemable once per transaction. For the avoidance of doubt, a gift card provided by Artbid can only be used to make a single purchase, and the entire value of the gift card must be redeemed in one transaction.
- (d) Gift cards are not legal tender, account cards, credit or debit cards or securities. They are not reloadable and cannot be exchanged or redeemed for cash, a discount, or anything else other than our Artwork.

7 DELIVERY AND SHIPPING

- (a) **(Delivery Costs)** Delivery costs will be calculated after checkout and communicated to you by Artbid according to your postcode and the specifications of your Artwork.
- (b) **(Free Delivery)** We may, in our absolute discretion, offer free delivery based on your postcode. All postcodes excluded from our free delivery service can be viewed on our web page here: [insert link].
- (c) **(Delivery Issues)** You acknowledge and agree that the delivery of the Artwork is the responsibility of the artist who produced the Artwork. Any problems with delivery should be directed to us to troubleshoot the issue. We will endeavour to assist you to ensure your delivery arrives. All delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.
- (d) **(International Orders)** Artbid does not accept international orders.

8 RETURNS AND EXCHANGES

- (a) We do not offer change of mind returns.
- (b) We will provide a full refund of the price paid for an Artwork if we determine that:
 - (i) an Artwork you have ordered was not received by you solely due to failure by us;
 - (ii) an Artwork provided to you was not substantially the same as the Artwork you ordered as displayed on our Website (subject to reasonable variation as a result of screen display, colour and brightness, and image quality); or
 - (iii) an Artwork is faulty or damaged, in accordance with clause 8(c), in which case we may provide store credit, a replacement or a full refund of the price paid for an Artwork.
- (c) **(Faulty products)** The following process applies to any Artwork you believe to be faulty or damaged.
 - (i) If you believe your Artwork is faulty or damaged, please contact us using the details provided on our Website with a full description of the fault or damage (including images).
 - (ii) If we determine in our reasonable opinion that the Artwork is not faulty or not damaged, or is faulty due to fair wear and tear, misuse, or failure to take reasonable care, we will refuse your claim.

- (iii) If we determine that the Artwork is faulty or damaged, we will issue you with a store credit, replacement or refund (including shipping costs) depending on the nature of the fault. All refunds will be credited back to your original method of payment unless you request otherwise and we approve this request.
- (iv) If you fail to comply with the provisions of this clause 8, in respect of a faulty or damaged Artwork, we may, in our absolute discretion, issue only a partial refund or no refund in respect of the faulty or damaged Artwork.
- (v) Nothing in this clause 8 is intended to limit or otherwise affect the operation of any manufacturers' warranties which you may be entitled to or any of your rights which cannot be excluded under applicable law.

9 INTELLECTUAL PROPERTY

- (a) The creator of the Artwork retains all intellectual property rights in the design of the Artwork, including the labelling and packaging, or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Artwork.
- (b) In this clause 9, "**intellectual property rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

10 RATING AND REVIEWS

- (a) You may rate an Artwork (**Rating**) and/or may provide feedback regarding the services you received from us or the creator of an Artwork (**Review**).
- (b) Your Ratings and Reviews can be viewed by any user and will remain viewable until the relevant Artwork is removed.
- (c) You must only provide true, fair and accurate information in your Reviews.
- (d) If we consider that a Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review and/or ban you from posting further Reviews. We do not undertake to review each Review made by users.
- (e) To the maximum extent permitted by law, we are not responsible for the content of any Reviews.

11 THIRD PARTY SUPPLIERS

- (a) We may do any of the following:
 - (i) outsource any part of performing any services related to providing the Artwork, including delivery of your Artwork; or
 - (ii) procure materials and Artwork from third party suppliers, without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your Artwork, or are negligent in providing services or goods.

Part B For When You Browse This Website...

12 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

13 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Artbid;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Artwork;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Artbid, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

14 INFORMATION ON THE WEBSITE

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Website will be free from errors or defects (or both, as the case may be);
 - (ii) the Website will be accessible at all times;
 - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Website will be secure or confidential; and
 - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

15 INTELLECTUAL PROPERTY

- (a) Artbid retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.

- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Artbid or as permitted by law.
- (c) In this clause 15, “**intellectual property rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

16 THIRD PARTY TERMS AND CONDITIONS

- (a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply.
- (b) You agree to any Third Party Terms applicable to any third party goods and services, and Artbid will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

17 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

18 THIRD PARTY PLATFORM

- (a) This Website is powered by a third party platform and the terms and conditions of that third party may apply to your use of this Website to the extent applicable to you. Those terms can be accessed here: insert if known.
- (b) To the maximum extent permitted under applicable law and our agreement with our third party platform provider, we will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the Website or any issues experienced in placing Bids.

19 SECURITY

Artbid does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

20 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

Part C Liability And Other Legal Terms

21 LIABILITY

- (a) **(Liability)** To the maximum extent permitted by applicable law, Artbid limits all liability in aggregate of all claims to you (and any third parties who encounter the services or goods through you) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by Artbid to the amount paid to you by Artbid in the 6 months preceding the date of the event giving rise to the relevant liability.
- (b) Claims for loss of or damage to Artwork in transit must be made against the carrier.
- (c) Artwork sold by Artbid, will have only the benefit of any warranty given, and insurance held, by the manufacturer.
- (d) All other express or implied representations and warranties in relation to Artwork and the associated services performed by Artbid are, to the maximum extent permitted by applicable law, excluded.
- (e) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.
- (f) **(Indemnity)** You indemnify Artbid and its employee, contractors and agents in respect of all liability for any claim(s) by any person (including any third party who encounter the services or goods through you) arising from your or your representatives':
 - (i) breach of any third party intellectual property rights;
 - (ii) breach of any of these terms;
 - (iii) use of the Website;
 - (iv) negligent, wilful, fraudulent or criminal act or omission; or
 - (v) use of any goods or services provided by Artbid.
- (g) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Artbid be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Artwork or services provided by Artbid (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

22 GENERAL

22.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

22.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

22.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

22.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

22.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

22.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

22.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

22.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$, or "dollar", is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

23 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out in this agreement, and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.