

Agreements

Below is the End User Agreements for the Apple, Android and Blackberry versions of the Griffith app.

END USER LICENCE AGREEMENT – iTUNES STORE, APPLE APP STORE AND iBOOKSTORE (“APPLE iSTORE”) DOWNLOADS OF THE GRIFFITH UNIVERSITY APPLE APPLICATION

1. ACKNOWLEDGEMENT

By undertaking this download, you agree to the terms and conditions of this Agreement and to abide by Australian and international intellectual property laws. You further agree to take all necessary steps to ensure that the terms and conditions of this Agreement are not violated by any person or entity under your control or in your service. This Agreement relates to supply of the software product you are about to download, which may include software and related documentation and information (collectively the “Product”). The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold.

2. GRIFFITH AND APPLE INC.

2.1 This Agreement is between you and Griffith University ABN 78 106 094 461 (“Griffith”) only. Except as specified in this Agreement, Apple Inc. is not a party to this Agreement. Griffith and not Apple Inc. is solely responsible for:

- (a) the Product and its contents;
- (b) maintenance and support of the Product;
- (c) warranties (whether express or implied) and claims, whether brought by you or by third parties, relating to or arising from supply of the Product (including product liability claims, claims that the Product fails to conform with any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation); and
- (d) the investigation, defence, settlement and discharge of any third-party intellectual property infringement claim in respect of the contents of the Product.

2.2 Apple Inc. takes no responsibility for any of the matters referred to in clauses 2.1(a), (b), (c) and (d) above except that if the Product fails to conform to any applicable warranty, you may notify Apple Inc. and Apple Inc. will refund the purchase price for the Product to you. To the maximum extent permitted by applicable law, Apple Inc. will have no other warranty obligation with respect to the Product, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure by the Product to conform to any warranty.

2.3 You and Griffith acknowledge and agree that Apple Inc. and each and all of its subsidiaries from time to time are third party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, Apple Inc. and each and all of its subsidiaries from time to time will have the right (and will be deemed to have accepted the right) as a third party beneficiary of this Agreement to enforce this Agreement against you.

2.4 Any queries, complaints or claims you have about the Product must be directed to Griffith at [INSERT ADDRESS AND TELEPHONE NUMBER AND EMAIL].

3. LICENCE

Griffith grants to you a personal, limited, non-exclusive, non-transferable, non-assignable licence to use the Product:

- (a) on a product that you own or control that runs the iOS operating system software provided by Apple Inc.;
- (b) for your own, personal use in accordance with the usage rules specified on the Apple iStore on the date you download the Product (“Usage Rules”); and
- (c) in accordance with the terms and conditions of this Agreement.

You do not obtain any interest in or rights to the Product other than as set out in this Agreement.

4. PROHIBITIONS

You must not:

- (a) use, modify, deal with, reverse engineer, decompile or disassemble the Product otherwise than in accordance with Usage Rules;
- (b) breach the requirements of any third-party terms of agreement when using the Product;
- (c) remove, obscure or in any way alter any copyright, proprietary or trademark notice or any notice acknowledging contributions to the Product; or
- (d) permit or authorise any other person to do any of the acts referred to in paragraphs (a) to (c),

without the prior written consent of Griffith University, which may be withheld or made subject to conditions at Griffith University's discretion.

5. TERMINATION

- 5.1 This Agreement will terminate immediately if you breach any condition of this Agreement.
- 5.2 On termination of this Agreement, the licence granted under this Agreement will also terminate and you must immediately:
- (a) cease using the Product; and
 - (b) permanently delete the Product from any storage medium on which it is stored,
- and you must not access or allow any other person to access any Product that may remain on any back-up media.

6. WARRANTIES AND DISCLAIMER

6.1 You warrant that you are not:

- (a) located in a country that is subject to a United States or Australian Government embargo, or a country that has been designated by the United States Government or the Australian Government as a "terrorist supporting" country; or
- (b) listed on any United States Government or Australian Government list of prohibited or restricted parties.

You also agree that you will not use the Product:

- (c) for any activity that supports the development, production, handling, usage, maintenance, storage, inventory or proliferation of any weapons of mass destruction or weapons of mass destruction delivery systems or participation in transactions with persons engaged in such activities; or
- (d) for resupply to any person or country that is subject to any sanction imposed pursuant to a decision of the United Nations Security Council.

6.2 To the extent permitted by law, the Product is provided "as is" and without warranty of any kind, either express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose.

6.3 Without limiting the foregoing, Griffith does not warrant that:

- (a) the Product will meet your requirements;
- (b) the use of the Product will be uninterrupted, timely, secure, or error-free;
- (c) the results that may be obtained from the use of the Product will be accurate or reliable;
- (d) the quality of the Product will meet your expectations; or that
- (e) any errors in the Product will be corrected

6.4 To the extent that any term, condition or warranty implied by law cannot be excluded, Griffith's liability in respect of such term, condition or warranty is limited to, at Griffith's option:

- (a) in the case of goods, repairing or replacing those goods or paying the cost of repairing or replacing those goods; and
- (b) in the case of services, resupplying those services or paying the cost of resupplying those services.

6.5 To the maximum extent permissible by law, Griffith and its affiliated entities disclaim liability to you and to any third party for any special, incidental, indirect or consequential damages of any kind, or for loss of use, data or profits or other categories of economic loss, whether or not Griffith had been advised of the possibility of such damages, and whether arising in contract, tort or otherwise, arising out of or in connection with the use of the Product.

7. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that:

- (a) all Intellectual Property Rights in the Product are owned by Griffith; and
- (b) nothing in this Agreement has the effect of assigning any ownership of the Intellectual Property Rights in the Product to the you.

8. SECURITY

8.1 You must take reasonable steps to ensure the Product is not used, copied or disclosed in a way not authorised under this Agreement.

8.2 If you become aware of any suspected or actual infringement of the Intellectual Property Rights in the Product or any suspected or actual use, copying or disclosure of the Product not authorised under this Agreement, you must, at its own expense, immediately:

- (a) notify Griffith in writing;
- (b) take all reasonable steps to prevent or stop the suspected or actual conduct; and
- (c) provide Griffith with any assistance reasonably requested by Griffith in relation to any proceedings Griffith may take against any person in relation to the conduct.

9. PRIVACY

9.1 In downloading and using the Product, you will likely share personal information with Griffith, Apple Inc. and its subsidiaries. You authorise Griffith, Apple Inc. and its subsidiaries to share this information between them and collect, use, process, transmit and/or disclose this personal information for their internal purposes, for understanding and meeting Griffith's needs and preferences relating to its use of the Apple iStore, for understanding and meeting your needs and preferences, for managing and developing their business and operations, for any purpose relating to Griffith's use of the Apple iStore, for any purposes authorised by or required to comply with applicable laws, for any purposes disclosed and for related processes, programs, products, services and portals, for any purpose set out in Apple Inc.'s then current privacy policy, which may be viewed at <http://www.apple.com/privacy/> and for any purpose set out in Griffith's then current [privacy plan](#). You may access, modify, or request deletion of your data. If you do not provide this consent, you may not download the Product.

9.2 You understand that your personal data may be transferred to countries outside Australia and be stored by Griffith, Apple Inc. and/or its subsidiaries in countries outside Australia and you consent to this occurring. If you do not provide this consent, you may not download the Product.

10. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law applicable in Queensland, Australia and each party submits to the exclusive jurisdiction of the courts of Queensland, Australia in relation to any dispute arising in respect of this Agreement.

11. WAIVER

The failure Griffith at any time to insist on performance of any obligation under this Agreement is not a waiver of its right to insist on performance of, or claim damages for breach of, that obligation, or at any other time to insist on your performance of that or any other obligation.

12. SEVERANCE

If any term of this Agreement is illegal or otherwise unenforceable, it will be deemed to be severed from this Agreement, and all other terms of this Agreement will remain in full force and effect.

13. ENTIRE AGREEMENT

Leaving aside any agreement you may have reached with Apple Inc, this Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter.

14. GST

If this Agreement, or any supply made pursuant to this Agreement becomes subject to GST, and if the recipient of the consideration is liable to pay GST in relation to the supply, the parties agree that the amount payable for the supply by any party will be adjusted by the amount of the GST. Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply pursuant to this Agreement.

END USER LICENCE AGREEMENT – ANDROID MARKET DOWNLOADS OF THE GRIFFITH UNIVERSITY ANDROID APPLICATION

1. ACKNOWLEDGEMENT

By undertaking this download, you agree to the terms and conditions of this Agreement and to abide by Australian and international intellectual property laws. You further agree to take all necessary steps to ensure that the terms and conditions of this Agreement are not violated by any person or entity under your control or in your service. This Agreement relates to supply of the software product you are about to download, which may include software and related documentation and information (collectively the "Product"). The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold.

2. GRIFFITH AND GOOGLE INC.

2.1 Google Inc., a Delaware corporation with principal place of business at 1600 Amphitheatre Parkway, Mount View, CA 94043 ("Google") owns and operates the Android Market, a market developed by Google to facilitate developers distributing products to users of Android devices ("Android Market"). This Agreement is between you and Griffith University ABN 78 106 094 461 ("Griffith") only. Except as specified in this Agreement, Google is not a party to this Agreement. Griffith and not Google nor Google's subsidiaries nor any officers or employees of any of the above (all of whom are referred to below as the "Third Party Beneficiaries") is solely responsible for:

- (a) the Product and its contents;
- (b) sale, distribution, use, maintenance and support of the Product;
- (c) warranties (whether express or implied) and claims, whether brought by you or by third parties, relating to or arising from supply of the Product (including product liability claims, claims that the Product fails to conform with any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation); and
- (d) the investigation, defence, settlement and discharge of any third-party intellectual property infringement claim in respect of the contents of the Product.

2.2 Neither Google nor the Third-Party Beneficiaries nor any of them take any responsibility for any of the matters referred to in clauses 2.1(a), (b), (c) and (d) and their joint and several liabilities in respect of the Product are nil.

2.3 You and Griffith acknowledge and agree that Google, together with the Third Party Beneficiaries are third party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, Google and each of the Third Party Beneficiaries from time to time will have the right (and will be deemed to have accepted the right) as a third party beneficiary of this Agreement to enforce this Agreement against you.

2.4 Any queries, complaints or claims you have about the Product must be directed to Griffith at [INSERT ADDRESS AND TELEPHONE NUMBER AND EMAIL].

3. LICENCE

Griffith grants to you a personal, limited, non-exclusive, non-transferable, non-assignable licence to use the Product:

- (a) on a product that you own or control that runs the operating system software provided by Google;
- (b) for your own, personal use in accordance with the usage rules specified on the Android Market on the date you download the Product ("Usage Rules"); and
- (c) in accordance with the terms and conditions of this Agreement.

You do not obtain any interest in or rights to the Product other than as set out in this Agreement.

4. PROHIBITIONS

You must not:

- (a) use, modify, deal with, reverse engineer, decompile or disassemble the Product otherwise than in accordance with Usage Rules;
- (b) breach the requirements of any third-party terms of agreement when using the Product;
- (c) remove, obscure or in any way alter any copyright, proprietary or trademark notice or any notice acknowledging contributions to the Product; or
- (d) permit or authorise any other person to do any of the acts referred to in paragraphs (a) to (c),

without the prior written consent of Griffith, which may be withheld or made subject to conditions at Griffith's discretion.

5. TERMINATION

5.1 This Agreement will terminate immediately if you breach any condition of this Agreement.

5.2 On termination of this Agreement, the licence granted under this Agreement will also terminate and you must immediately:

- (a) cease using the Product; and
- (b) permanently delete the Product from any storage medium on which it is stored,

and you must not access or allow any other person to access any Product that may remain on any back-up media.

6. WARRANTIES AND DISCLAIMER

6.1 You warrant that you are not:

- (a) located in a country that is subject to a United States or Australian Government embargo, or a country that has been designated by the United States Government or the Australian Government as a "terrorist supporting" country; or
- (b) listed on any United States Government or Australian Government list of prohibited or restricted parties.

You also agree that you will not use the Product:

- (c) for any activity that supports the development, production, handling, usage, maintenance, storage, inventory or proliferation of any weapons of mass destruction or weapons of mass destruction delivery systems or participation in transactions with persons engaged in such activities; or
- (d) for resupply to any person or country that is subject to any sanction imposed pursuant to a decision of the United Nations Security Council.

6.2 To the extent permitted by law, the Product is provided "as is" and without warranty of any kind, either express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose.

6.3 Without limiting the foregoing, Griffith does not warrant that:

- (a) the Product will meet your requirements;
- (b) the use of the Product will be uninterrupted, timely, secure, or error-free;
- (c) the results that may be obtained from the use of the Product will be accurate or reliable;
- (d) the quality of the Product will meet your expectations; or that
- (e) any errors in the Product will be corrected

6.4 To the extent that any term, condition or warranty implied by law cannot be excluded, Griffith's liability in respect of such term, condition or warranty is limited to, at Griffith's option:

- (a) in the case of goods, repairing or replacing those goods or paying the cost of repairing or replacing those goods; and
- (b) in the case of services, resupplying those services or paying the cost of resupplying those services.

6.5 To the maximum extent permissible by law, Griffith and its affiliated entities disclaim liability to you and to any third party for any special, incidental, indirect or consequential damages of any kind, or for loss of use, data or profits or other categories of economic loss, whether or not Griffith had been advised of the possibility of such damages, and whether arising in contract, tort or otherwise, arising out of or in connection with the use of the Product.

7. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that:

- (a) all Intellectual Property Rights in the Product are owned by Griffith; and
- (b) nothing in this Agreement has the effect of assigning any ownership of the Intellectual Property Rights in the Product to the you.

8. SECURITY

8.1 You must take reasonable steps to ensure the Product is not used, copied or disclosed in a way not authorised under this Agreement.

8.2 If you become aware of any suspected or actual infringement of the Intellectual Property Rights in the Product or any suspected or actual use, copying or disclosure of the Product not authorised under this Agreement, you must, at its own expense, immediately:

- (a) notify Griffith in writing;
- (b) take all reasonable steps to prevent or stop the suspected or actual conduct; and
- (c) provide Griffith with any assistance reasonably requested by Griffith in relation to any proceedings Griffith may take against any person in relation to the conduct.

9. PRIVACY

9.1 In downloading and using the Product, you will likely share personal information with Griffith, Google and the Third-Party Beneficiaries or any of them. You authorise Griffith, Google and the Third Party Beneficiaries to share this information between them and collect, use, process, transmit and/or disclose this personal information for their internal purposes, for understanding and meeting Griffith's needs and preferences relating to its use of Android Market, for understanding and meeting your needs and preferences, for managing and developing their business and operations, for any purpose relating to Griffith's use of Android Market, for any purposes authorised by or required to comply with applicable laws, for any purposes disclosed and for related processes, programs, products, services and portals, for any purpose set out in Google's then current privacy policy, which may be viewed at <http://www.google.com/intl/en/privacy/> and for any purpose set out in Griffith's then current [privacy plan](#). You may access, modify, or request deletion of your data. If you do not provide this consent, you may not download the Product.

9.2 You understand that your personal data may be transferred to countries outside Australia and be stored by Griffith, Google and/or the Third-Party Beneficiaries in countries outside Australia and you consent to this occurring. If you do not provide this consent, you may not download the Product.

10. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law applicable in Queensland, Australia and each party submits to the exclusive jurisdiction of the courts of Queensland, Australia in relation to any dispute arising in respect of this Agreement.

11. WAIVER

The failure Griffith at any time to insist on performance of any obligation under this Agreement is not a waiver of its right to insist on performance of, or claim damages for breach of, that obligation, or at any other time to insist on your performance of that or any other obligation.

12. SEVERANCE

If any term of this Agreement is illegal or otherwise unenforceable, it will be deemed to be severed from this Agreement, and all other terms of this Agreement will remain in full force and effect.

13. ENTIRE AGREEMENT

Leaving aside any agreement you may have reached with Google, this Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter.

14. GST

If this Agreement, or any supply made pursuant to this Agreement becomes subject to GST, and if the recipient of the consideration is liable to pay GST in relation to the supply, the parties agree that the amount payable for the supply by any party will be adjusted by the amount of the GST. Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply pursuant to this Agreement.

END USER LICENCE AGREEMENT – BLACKBERRY APP WORLD (“BLACKBERRY APP WORLD”) DOWNLOADS OF THE GRIFFITH UNIVERSITY BLACKBERRY APPLICATION

1. ACKNOWLEDGEMENT

By undertaking this download, you agree to the terms and conditions of this Agreement and to abide by Australian and international intellectual property laws. You further agree to take all necessary steps to ensure that the terms and conditions of this Agreement are not violated by any person or entity under your control or in your service. This Agreement relates to supply of the software product you are about to download, which may include software and related documentation and information (collectively the “Product”). The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold.

2. GRIFFITH AND RESEARCH IN MOTION LIMITED (“RIM”)

2.1 RIM owns and operates Blackberry App World. This Agreement is between you and Griffith University ABN 78 106 094 461 (“Griffith”) only. Except as specified in this Agreement, RIM is not a party to this Agreement. Griffith and not RIM nor RIM’s affiliates, employees and agents, nor any airtime service providers (which for clarity includes telecommunications carriers) involved in delivery of the Product or operation of Blackberry App World, nor any operators of any kiosk which forms part of the Blackberry App World at any time, nor any Blackberry App World channel partners, nor any associated service providers nor any officers or employees of any of the above (all of whom are referred to below as the “Third Party Beneficiaries”) is solely responsible for:

- (a) the Product and its contents;
- (b) sale, distribution, use, maintenance and support of the Product;
- (c) warranties (whether express or implied) and claims, whether brought by you or by third parties, relating to or arising from supply of the Product (including product liability claims, claims that the Product fails to conform with any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation); and
- (d) the investigation, defence, settlement and discharge of any third-party intellectual property infringement claim in respect of the contents of the Product.

2.2 Neither RIM nor the Third-Party Beneficiaries nor any of them take any responsibility for any of the matters referred to in clauses 2.1(a), (b), (c) and (d) and their joint and several liabilities in respect of the Product are nil.

2.3 You and Griffith acknowledge and agree that RIM, together with the Third Party Beneficiaries are third party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, RIM and each of the Third Party Beneficiaries from time to time will have the right (and will be deemed to have accepted the right) as a third party beneficiary of this Agreement to enforce this Agreement against you.

2.4 Any queries, complaints or claims you have about the Product must be directed to Griffith at [INSERT ADDRESS AND TELEPHONE NUMBER AND EMAIL].

3. LICENCE

Griffith grants to you a personal, limited, non-exclusive, non-transferable, non-assignable licence to use the Product:

- (a) on a product that you own or control that runs the operating system software provided by RIM;
- (b) for your own, personal use in accordance with the usage rules specified on the Blackberry App World on the date you download the Product (“Usage Rules”); and
- (c) in accordance with the terms and conditions of this Agreement.

You do not obtain any interest in or rights to the Product other than as set out in this Agreement.

4. PROHIBITIONS

You must not:

- (a) use, modify, deal with, reverse engineer, decompile or disassemble the Product otherwise than in accordance with Usage Rules;
- (b) breach the requirements of any third party terms of agreement when using the Product;
- (c) remove, obscure or in any way alter any copyright, proprietary or trademark notice or any notice acknowledging contributions to the Product; or
- (d) permit or authorise any other person to do any of the acts referred to in paragraphs (a) to (c),

without the prior written consent of Griffith, which may be withheld or made subject to conditions at Griffith's discretion.

5. TERMINATION

5.1 This Agreement will terminate immediately if you breach any condition of this Agreement.

5.2 On termination of this Agreement, the licence granted under this Agreement will also terminate and you must immediately:

- (a) cease using the Product; and
- (b) permanently delete the Product from any storage medium on which it is stored,

and you must not access or allow any other person to access any Product that may remain on any back-up media.

6. WARRANTIES AND DISCLAIMER

6.1 You warrant that you are not:

- (a) located in a country that is subject to a United States or Australian Government embargo, or a country that has been designated by the United States Government or the Australian Government as a "terrorist supporting" country; or
- (b) listed on any United States Government or Australian Government list of prohibited or restricted parties.

You also agree that you will not use the Product:

- (c) for any activity that supports the development, production, handling, usage, maintenance, storage, inventory or proliferation of any weapons of mass destruction or weapons of mass destruction delivery systems or participation in transactions with persons engaged in such activities; or
- (d) for resupply to any person or country that is subject to any sanction imposed pursuant to a decision of the United Nations Security Council

6.2 To the extent permitted by law, the Product is provided "as is" and without warranty of any kind, either express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose.

6.3 Without limiting the foregoing, Griffith does not warrant that:

- (a) the Product will meet your requirements;
- (b) the use of the Product will be uninterrupted, timely, secure, or error-free;
- (c) the results that may be obtained from the use of the Product will be accurate or reliable;
- (d) the quality of the Product will meet your expectations; or that

(e) any errors in the Product will be corrected

6.4 To the extent that any term, condition or warranty implied by law cannot be excluded, Griffith's liability in respect of such term, condition or warranty is limited to, at Griffith's option:

(a) in the case of goods, repairing or replacing those goods or paying the cost of repairing or replacing those goods; and

(b) in the case of services, resupplying those services or paying the cost of resupplying those services.

6.5 To the maximum extent permissible by law, Griffith and its affiliated entities disclaim liability to you and to any third party for any special, incidental, indirect or consequential damages of any kind, or for loss of use, data or profits or other categories of economic loss, whether or not Griffith had been advised of the possibility of such damages, and whether arising in contract, tort or otherwise, arising out of or in connection with the use of the Product.

7. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that:

(a) all Intellectual Property Rights in the Product are owned by Griffith; and

(b) nothing in this Agreement has the effect of assigning any ownership of the Intellectual Property Rights in the Product to the you.

8. SECURITY

8.1 You must take reasonable steps to ensure the Product is not used, copied or disclosed in a way not authorised under this Agreement.

8.2 If you become aware of any suspected or actual infringement of the Intellectual Property Rights in the Product or any suspected or actual use, copying or disclosure of the Product not authorised under this Agreement, you must, at its own expense, immediately:

(a) notify Griffith in writing;

(b) take all reasonable steps to prevent or stop the suspected or actual conduct; and

(c) provide Griffith with any assistance reasonably requested by Griffith in relation to any proceedings Griffith may take against any person in relation to the conduct.

9. PRIVACY

9.1 In downloading and using the Product, you will share personal information with Griffith, RIM and the Third-Party Beneficiaries or any of them. You authorise Griffith, RIM and the Third Party Beneficiaries to share this information between them and collect, use, process, transmit and/or disclose this personal information for their internal purposes, for understanding and meeting Griffith's needs and preferences relating to its use of Blackberry App World, for understanding and meeting your needs and preferences, for managing and developing their business and operations, for any purpose relating to Griffith's use of Blackberry App World, for any purposes authorised by or required to comply with applicable laws, for any purposes disclosed and for related processes, programs, products, services and portals, for any purpose set out in RIM's then current privacy policy, which may be viewed at <http://www.blackberry.com/legal/privacy.shtml> and for any purpose set out in Griffith's then current privacy plan, which may be viewed at <http://www.griffith.edu.au/about-griffith/plans-publications/griffith-university-privacy-plan>. You may access, modify, or request deletion of your data. If you do not provide this consent, you may not download the Product.

9.2 You understand that your personal data may be transferred to countries outside Australia and be stored by Griffith, RIM and/or the Third-Party Beneficiaries in countries outside Australia and you consent to this occurring. If you do not provide this consent, you may not download the Product.

10. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law applicable in Queensland, Australia and each party submits to the exclusive jurisdiction of the courts of Queensland, Australia in relation to any dispute arising in respect of this Agreement.

11. WAIVER

The failure Griffith at any time to insist on performance of any obligation under this Agreement is not a waiver of its right to insist on performance of, or claim damages for breach of, that obligation, or at any other time to insist on your performance of that or any other obligation.

12. SEVERANCE

If any term of this Agreement is illegal or otherwise unenforceable, it will be deemed to be severed from this Agreement, and all other terms of this Agreement will remain in full force and effect.

13. ENTIRE AGREEMENT

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14. GST

If this Agreement, or any supply made pursuant to this Agreement becomes subject to GST, and if the recipient of the consideration is liable to pay GST in relation to the supply, the parties agree that the amount payable for the supply by any party will be adjusted by the amount of the GST. Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply pursuant to this Agreement.