



Terms of Service

(Last updated on 1st August 2016)

This is the Terms of Service Agreement ("Agreement") for StaffSync Pty Limited T/A StaffSync (Australia) and StaffSync Limited T/A StaffSync (New Zealand), and hereinafter referred to as ("StaffSync").

This Agreement describes the terms of service ("Terms") applicable to your use of the StaffSync job notification system and any content or information published on the StaffSync.co.nz and StaffSync.com.au websites, any sub-domains of StaffSync, and any other website pages on which services are provided by StaffSync (collectively, "the StaffSync website").

Your acceptance to becoming a registered user is subject to your agreement to the Terms shown here.

PLEASE READ THIS AGREEMENT CAREFULLY, with particular attention to clause 4.0, Fees and Payment.

1. Continuing Acceptance of Terms

1.1 When using any Service provided by StaffSync (including completion of the registration process to become a subscriber), you must agree to the terms of service of this Agreement, which StaffSync at its discretion may change from time to time. Any changes will be immediately effective upon posting to our website. It is your responsibility to ensure you are familiar with the latest terms and conditions and your continued use of the Service will signify your acceptance of the changed terms.

1.2 In the case of subscription renewals, your written confirmation of renewal, or payment of your subscription renewal invoice signifies an ongoing acceptance of our current Terms of Service.

1.3 Unless explicitly stated otherwise, any new features that augment or enhance the Service shall be subject to this Agreement. This Agreement may not otherwise be modified except in writing and signed by an authorised officer of StaffSync.

2. Who can use the Services?

2.1 The Services are only available to individuals, schools or companies (or other legal entities) who can form legally binding contracts under applicable law. Individual Subscribers must be at least 18 years of age.

2.2 StaffSync may, in its sole discretion, refuse the Services to anyone at any time and without reason.

3. Registration Obligations

3.1 If you register as a Subscriber on the StaffSync website, you agree to:

(a) provide true, accurate, current and complete information about yourself, your organisation or your Additional Users as prompted by the subscriber registration form on the StaffSync website, or, where a StaffSync Consultant assists you with the registration, you will be asked to agree to these Terms before acceptance of your subscription; and

(b) maintain and promptly update the Subscriber information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, StaffSync has the right to suspend or terminate your registration and/or refuse any and all current or future use of the Services (or any portion of them).

3.2 If you have registered as a Subscriber on behalf of a school, company or other entity, then you represent and warrant that you have the authority to bind such company or other entity to the Terms. You also agree to be responsible for all activities of the Additional Users relating to their use or misuse of their account on StaffSync, and will ensure all Additional Users are fully informed and made aware of all Terms including any restrictions placed upon your use and their use of StaffSync herein.

3.3 To notify us promptly by e-mail to support@staffsync.co.nz if you suspect unauthorised use of StaffSync. Until you notify us, you remain responsible for such unauthorised use.



3.4 Not to resell, remarket, or otherwise redistribute any portion of StaffSync.

3.5 To comply with all applicable laws, regulations, or conventions, including, but not limited to, those related to child pornography, gambling or gaming, obscenity, securities, intellectual property rights, data privacy, import/export of data, or misleading or deceptive conduct.

Teachers:

After accepting a job at any School or Early Childcare Centre, the Teacher is obliged to attend based upon the acceptance given to the School or Early Childcare Educator. If the Teacher is unable to attend, they must inform the School or Early Childcare Educator immediately. Multiple absences or late cancellations will result in StaffSync suspending or terminating the teacher's membership at our discretion.

On arrival at the School or Early Childhood Centre for the first time, all teachers must take photo identification and their Teacher's Registration cards to the School or Early Childhood Centre at which they are working. They must report to the office with this documentation at the designated start time.

4. Fees and Payment

4.1 In consideration of being granted a password, username and access to the Services, you agree to pay StaffSync for any subscription fees generated. If a fee is payable, the subscription pricing and options appear on the StaffSync website under Pricing.

Teachers

StaffSync provides free listing for all teachers. It is also free to receive notifications from all schools where you are accepted as a preferred reliever. In addition, you will also be offered an opportunity to receive notifications from other schools in your area. Again – there is no cost for receiving these additional notifications.

Schools and Early Childhood Centres

Once you have completed your sign up to 'StaffSync', and if you have provided valid payment information, your account will automatically be established on the StaffSync service ('the Subscription') whereby on a termly basis, your account will be charged a fee for use on your account for all or part of any day during that month. Particulars of the fee can be found at <http://www.staffsync.com.au/pricing> and <http://www.staffsync.co.nz/pricing> and have been deemed to be agreed upon sign up, and are based on the number on students at the school. Pre-purchase of notifications is also available.

The total fee will be collected on or around the same time each term, or year (depending upon subscription selected). The 'StaffSync' fee (the 'Termly Fee' or 'Annual Fee') will be payable in advance by credit card, cheque or EFT, for the future months service. Such sums are expressed to be exclusive of GST.

4.2 I/We understand that at any time StaffSync may forward the personal information provided by me during the registration process to their agent for the purpose of undertaking a credit check. The outcome of the credit check may result in altered payment terms or discontinuation of service. I/We further understand that:

- i) StaffSync's agent will give StaffSync information about me for the purpose of a credit check.
- ii) StaffSync will give my personal information to their agent who will hold that information on their systems and use it to provide their credit reporting service.
- iii) StaffSync's agent may give my personal information to their other credit reporting service customers.
- iv) StaffSync may use their agent's credit reporting services in the future for purposes related to the provision of credit to me. This may include using their agent's monitoring services to receive updates of any changes in my personal information.
- v) If I default in my payment obligations to StaffSync, information about that default may be given to their agent, who may then give information about my default to other customers.

All information collected and stored is done so in accordance with the guidelines of the Privacy Act 1993 (NZ) and Privacy Act 1988 (AU), in each jurisdiction where applicable.

4.3 Payment Date

Payment for all Services is due no later than the 30th of the month following the date of the invoice. Payment may be made by credit card, direct credit to our bank account or by cheque. Details of the payment options, including our bank account details, are shown on all invoices. StaffSync shall be permitted to take payment of the Fee, if via credit card at any stage within the 14 days after the issue of the invoice. Invoices are system generated and emailed to you. If requested by you, StaffSync will send you a hard copy by post.



4.4 Overdue Invoices and Suspensions:

It is your responsibility to pay us for services we provide to you by the due date. If payment has not been received for any invoice by seven (7) days after the due date, your subscription may be suspended until full payment has been received and cleared, at which time our services will be reinstated for the remainder of your contracted subscription period. StaffSync may, at its sole discretion, engage a collection agency to collect any overdue payments on our behalf. In jurisdictions where the costs of engaging a third party to collect outstanding payments can be passed to the customer, you will be responsible for the costs associated with the recovery of your debt. Should your debt be referred to a collection agency, a default may be lodged on your credit report on behalf of StaffSync.

4.5 Your Notification Subscription provides the following services for the number of users allowable under your chosen subscription plan for the contracted subscription period;

- a) unlimited use of the StaffSync website, www.StaffSync.nz, and
- b) unlimited use of the phone app and email notification service.

4.6 Cancellations, Refunds and Transfers

After authorising the purchase of a subscription for which a fee is payable, you agree that the subscription cannot be cancelled or refunded and that the subscription is not transferrable by you.

4.7 Subscription Renewals

To maintain continuity of service, StaffSync subscription renewals are automatically invoiced, unless you notify us otherwise. You will receive a reminder prior to renewal invoicing.

4.8 Disputes

You will be permitted 14 days from the date of the invoice to notify StaffSync of any disputes you have relating to any charge in the invoice. StaffSync shall use reasonable endeavours to resolve disputed fees before collecting a disputed fee. In the event that any dispute is not fully resolved, StaffSync will flag as “under query” any unresolved invoice that remains in dispute (‘under query’). Any invoice that is not flagged as “under query”, will become due forthwith and payment taken by StaffSync in accordance with this clause.

StaffSync will investigate the Disputed Invoice and will notify you of a decision within 14 days of the dispute being raised. You acknowledge that the decision shall be final and binding on you and it shall not be disputed.

5. E-mail Password and Security

5.1 StaffSync’s services will be provided to the e-mail address as held within our system at the time of sending. It is your responsibility to notify us of any changes to your e-mail address, or to those of other users listed under your account.

5.2 After successful registration as a Subscriber, you will receive an e-mail which includes your selected username and password. You are solely responsible for maintaining the confidentiality of your username and password and you are fully responsible for ensuring your details remain confidential to you.

5.3 You undertake to ensure that additional users listed under your account fully comply with these Terms. You remain responsible for all actions of users listed on your account and shall ensure all such users are authorised by you.

5.4 You agree that you, as the Subscriber, will be wholly responsible for all actions taken and any losses, costs or claims whatsoever incurred as a result of usage of the services provided by StaffSync.

5.5 You agree to:

- (a) immediately notify StaffSync of any unauthorised use of your password or username, including that of your general user accounts; and
- (b) ensure that you properly exit the StaffSync website at the end of each session.

5.6 StaffSync will not be liable for any loss or damage arising from your failure to comply with this term.

6. Appropriateness of Profiles

Although StaffSync staff are available to assist you with creating and/or amending your profile, all profiles associated with your user registration are your responsibility. As such, StaffSync accepts no responsibility for the appropriateness of the job notices you receive.



7. Copyright

7.1 You acknowledge and accept that the material, information or data relating to jobs on the StaffSync website, including but not limited to job notifications, advertisements, messages, addenda and updates in any form whatsoever, including text, software, artwork, graphics, photographs, images, sounds, music, audio material, video material and audio-visual material ("Material") is owned by or licensed to StaffSync and is protected by copyright.

7.2 You acknowledge and understand that unauthorised copying, re-publication or use of the Material may violate copyright, trademark, and other laws.

7.3 You are authorised by StaffSync to view, download, print and copy from the StaffSync website only such copies of the Material as are strictly necessary for your records as a Subscriber and your own use for the purposes of considering and responding to the job notifications available to you from the StaffSync website.

7.4 You must retain all copyright and other proprietary notices contained in the original Material or any copy you make of the Material.

7.5 Except in accordance with the express provisions of this Agreement, you may not save, download, cut and paste, sell, licence, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, catalogue, aggregate or create derivative works from, or otherwise use in any way, the Material or any part thereof, without the written permission of StaffSync.

7.6 You may request permission to use the Material other than in accordance with the express provisions of this Agreement by email to support@StaffSync.co.nz or by post to the postal address published on the StaffSync website. StaffSync reserves the right to refuse to grant such permission at its sole discretion and without reason.

7.7 The publication or use of the Material on any website other than the StaffSync website or in a networked computer environment for any purpose other than in accordance with this clause 7 is strictly prohibited.

7.8 You agree to immediately notify StaffSync by email to support@StaffSync.co.nz or by post to the postal address published on the StaffSync website if you become aware of:

(a) any copying, publication or use of the Material which would or may amount to a breach of the terms of this clause 7 by any person; and

(b) any material on the StaffSync website which infringes or may infringe your copyright or any other person's copyright

7.9 If you breach any of these Terms, your permission to use the StaffSync website and any Services may be automatically and permanently terminated without notice.

7.10 If your permission to use the StaffSync website and any Services is terminated, you must immediately destroy any copies (in hard copy or electronic form) that you have made or caused to be made of the Material.

7.11 You acknowledge and understand that StaffSync reserves the right to take whatever action it deems necessary without further notice to protect and enforce its rights. This includes commencing Court proceedings for copyright infringement seeking injunctive relief, compensation in the form of damages or an account of profits, and the payment of legal costs.

8. Privacy

8.1 StaffSync will only use any personal information you provide to us in accordance with the law and this Agreement. Our full Privacy Statement can be viewed on our website, www.StaffSync.nz

8.2 We ask you to supply information that we will record on our files for the purposes of providing the service. This information remains confidential and we will not provide our customer details or email addresses to a third party for commercial gain. However, at our discretion, we may provide your contact details to an external provider of research services for the purpose of gathering information designed to improve the delivery of our products and services. Some of the information we store within our database is also stored on our website. This information is used to allow you as the subscriber access to our services online. Not all of your information is available on our website.

8.3 For each visitor to our website, our web server may record the details of your IP address. If this is recorded, it is used to research the search functions on our websites that enable us to better understand usage patterns, visitor movements



within our site, search options requested etc. The IP address is not held on a database at any stage. Subscribers to our services who provide email addresses do so on the understanding that their e-mail addresses are a necessity to enable us to provide the service.

8.4 The primary purpose for which we collect information about you is to provide you with products and services you have requested. We also collect information about you for the purposes outlined below:

- to provide you with news and information about StaffSync's products and services;
- for purposes necessary or incidental to the provision of goods and services to you;
- to personalise and customise your experiences;
- to manage and enhance our products and services;
- to communicate with you, including by email, mail, telephone or App;
- to verify your identity;
- to investigate any complaints about or made by you, or if we have reason to suspect that you are in breach of any of our terms and conditions or that you are or have been otherwise engaged in any unlawful activity; and/or
- as required or permitted by any law (including the Privacy Act).

9. Restriction on Use

9.1 You agree that you will not use the StaffSync website to:

- i) impersonate any person or entity or misrepresent your or anyone else's affiliation with you or anyone else;
- ii) upload, post email or otherwise transmit any unsolicited or unauthorised advertising, or promotional material;
- iii) upload, post email or otherwise transmit any data file containing software viruses or any other computer code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- iv) act in a manner that negatively affects the ability of any Subscriber, Procuring Party, non-subscribing user or StaffSync itself (together "User") to engage in reasonable usage of the StaffSync website;
- v) interfere with or disrupt the services of the StaffSync website; or
- vi) transgress any applicable regulations, rules or statutory provisions of local laws or any other relevant jurisdiction or any order or rule of any court of competent jurisdiction.

9.2 If StaffSync, in its sole discretion, determines that any of the above restrictions on use have been breached, StaffSync may pursue any of its remedies, including, but not limited to, immediate cancellation of a Subscriber's account pursuant to clause 11 below.

9.3 StaffSync reserves the right (in its sole discretion) to take any actions that it believes prudent or necessary to minimise or eliminate its potential liability, including, but not limited to, the release of any Subscriber's information to a third party.

10. Termination

10.1 You agree that StaffSync, in its sole discretion, may terminate your password and username designation or use of the Services, and remove and discard any Material, information or data you provide to us or another user if StaffSync believes you have breached this Agreement.

10.2 StaffSync may also, in its sole discretion and at any time, decline to renew any agreement with you for the provision of the Services, or any part thereof, with or without notice.

10.3 You agree that any termination of your access to the Services under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that StaffSync may immediately deactivate or delete your account and related information and files in your account and/or bar any further access to such files or the Services.

10.4 Further, you agree that StaffSync shall not be liable to you or any third party for any termination of your access to the Services.



11. Disclaimer

This Clause is subject to Clause 13.5

11.1 Unfortunately, we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data or other service interruptions. For this reason, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. STAFFSYNC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. STAFFSYNC MAKES NO WARRANTY THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL, (WHETHER AS PART OF OR AS A RESULT OF A JOB NOTIFICATION OR OTHERWISE) OBTAINED BY YOU OR ANY USER THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STAFFSYNC OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

Note: Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from jurisdiction to jurisdiction.

12. Limit of Liability

12.1 USERS EXPRESSLY UNDERSTAND AND AGREE THAT STAFFSYNC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF STAFFSYNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE SERVICES (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES (3) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (5) ANY OTHER MATTER RELATING TO THE SERVICES.

12.2 USERS EXPRESSLY UNDERSTAND AND AGREE THAT STAFFSYNC ARE NOT RESPONSIBLE FOR THE SUPPLY AND/OR VERIFICATION OF INFORMATION UNDER THE VULNERABLE CHILDREN'S ACT, PERTAINING TO TEACHERS OR SHORT TERM STAFF EMPLOYED IN EDUCATIONAL ORGANISATIONS THROUGH THE USE THE SERVICES, AND THAT IT IS EXPRESSLY THE RESPONSIBILITY OF THE EDUCATIONAL ORGANISATION TO VERIFY SUCH INFORMATION AND MEET ALL LEGAL REQUIREMENTS UNDER THE ACT.

12.3 StaffSync does not underwrite the identity or performance of any Subscriber Advertising Party or other user of the StaffSync website and will not be held liable for any losses, costs or claims whatsoever arising out of any fraudulent or mistaken identity assumed by any party using the StaffSync website or any unauthorised use of any digital certification issued thereunder.

12.4 STAFFSYNC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANT ANY OF THE INFORMATION MADE AVAILABLE BY ADVERTISING PARTIES. YOU AGREE THAT STAFFSYNC SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION, TRANSACTION, TRANSMISSION, SUBMISSION, CORRESPONDENCE, STORAGE, IDENTIFICATION, SCREENING, COMPLIANCE ISSUES, ISSUE OF DIGITAL IDENTIFICATION, UNLAWFUL TRANSACTIONS BY OTHER PERSONS IN CONNECTION WITH OR ARISING OUT OF ANY JOB NOTIFICATION EXERCISE.

12.5 NOTHING IN THIS CLAUSE EXCLUDES STAFFSYNC'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED THROUGH THE NEGLIGENCE OF STAFFSYNC, ITS EMPLOYEES, SERVANTS OR AGENTS, NEITHER DOES IT SEEK TO EXCLUDE LIABILITY FOR FRAUDULENT MISREPRESENTATION BY STAFFSYNC.

12.6 In cases of any losses not otherwise excluded by a term of this Agreement, StaffSync's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement, or based on any claim for indemnity or contribution will not exceed the sum of the most recent notification subscription fee paid by you to StaffSync.

12.7 You confirm the services are being provided for business purposes and agree that the provisions of the Consumer



Guarantees Act 1993 (NZ) do not apply.

13. Indemnity

13.1 You agree to indemnify and hold StaffSync and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand (including legal expenses and the expenses of other professionals) made by you or a third party owing to, or arising out of, your use of the services provided by StaffSync or your breach of this Agreement or the documents it incorporates by reference (including, without limitation, use of digital certification for an unauthorised purpose), or your violation of any law or the rights of a third party.

14. Compliance with Laws

14.1 You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Services and your participation in any Job Notifications, complying with all applicable laws regarding the transmission of technical data exported from the country in which you reside or other relevant jurisdiction.

15. No Agency

15.1 You, StaffSync and Advertising Parties are each independent contractors, and no agency, partnership, joint venture employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

16. Links

16.1 The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because StaffSync has no control over such sites and resources, you acknowledge and agree that StaffSync is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

16.2 You further acknowledge and agree that StaffSync shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, use of or reliance on any such content, goods or services available on or through any such site or resource.

17. Notices

17.1 Except as explicitly stated otherwise, any notices shall be given by email to StaffSync or to the email address you provide to StaffSync during the registration process (in your case), or such other address as the party shall specify. Notice shall be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid.

17.2 Alternatively, we may give you notice by prepaid postage to the address provided to StaffSync during the registration process. In such case, notice shall be deemed given four (4) days after the date of mailing.

18. Force Majeure

18.1 StaffSync shall not be liable to you for delays and failures in performance resulting from causes beyond our reasonable control, including, but not limited to, acts of God, labour disputes, disturbances, material shortages, or rationing, riots, acts of war, government regulations, communication or utility failures, or casualties.

19. Assignment

19.1 StaffSync may assign this Agreement without your consent.

20. Miscellaneous

20.1 This Agreement constitutes the entire agreement between you and StaffSync and governs your use of the Services, superseding any prior written or oral agreements between you and StaffSync.



20.2 This Agreement shall be governed by:

- (a) where the Supplier registers on an Australian based Purchaser portal - the laws of Victoria; and
- (b) where the Supplier registers on a New Zealand based Purchaser portal - the laws of New Zealand,

and in either case the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the relevant place.

20.3 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

20.4 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

20.5 Headings are for convenience only and in no way define, limit, construe or describe the scope or extent of such section.

20.6 References to the singular shall include the plural and vice versa.

20.7 The meaning of general words is not limited by specific examples introduced by including or for example or similar expressions.

20.8 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

20.9 A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or the other agreement or document.

20.10 A reference to a party to this Agreement or another agreement or document includes the party's successors and permitted assigns.