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16 Dispute Resolution

- 16.1 The parties agree to comply with the dispute resolution provisions of this clause 16 in respect to any dispute which arises between the parties in respect to this EULA prior to commencing any litigation or arbitration.

- 16.2 **Dispute notice.** If there is a dispute between the parties, either party may give a notice to the other succinctly setting out the details of the dispute and stating that it is a dispute notice given under this clause 16.

- 16.3 **Notice in response.** Within 5 Business Days after the delivery of the dispute notice, the recipient must deliver to the other party a notice in response:

- (a) acknowledging the party's receipt of the dispute notice;
- (b) stating that it is a notice given under this clause 16.3; and
- (c) succinctly setting out any information it believes is directly relevant to the dispute.

16.4 Initial meeting

- (a) The parties must meet within 10 Business Days after the date of delivery of the dispute notice and attempt to resolve the dispute.
- (b) Each party must use its best endeavours to resolve the dispute and act in good faith.

16.5 Mediation

- (a) If the dispute is not resolved within 10 Business Days of the meeting held pursuant to clause 16.4 or such further period as the parties may agree, any party may refer the dispute to the Australian Disputes Centre (**ADC**) for mediation.
- (b) The mediation will be conducted in accordance with the ADC Commercial Mediation Guidelines which set out the procedures to be adopted, the process of selection of a mediator and the costs involved.

- 16.6 **Agreement remains in force.** The parties must each continue to perform their respective obligations under this agreement pending resolution of the dispute.

- 16.7 **Injunctions.** Nothing in this clause 16 prevents any of the parties from commencing

injunctive relief where damages may be an inadequate or inappropriate remedy.

- 16.8 **Survival.** This clause 16 survives rescission, termination or expiry of this Agreement.

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