

Effective 16 November 2023

What's changed?

- We have updated the acknowledgement and acceptance of terms clauses.

Digital ID™ Terms of Use

1. Acknowledgement and acceptance of terms

- 1.1 Access to and use of the Digital ID™ Service, whether via the Website, App or otherwise, is provided to You subject to these Terms. By accessing or using the Digital ID™ Service, You agree to be bound by these Terms. If You do not agree with or otherwise do not wish to accept these Terms (or any amendments notified pursuant to clause 1.3), do not use or access the Digital ID™ Service, access the Website, install or use the App, or register a Profile.
- 1.2 If You are a minor, You must ask for Your parent or guardian's permission before using or accessing the Digital ID™ Service.
- 1.3 We reserve the right to amend these Terms at any time. Where these terms have materially changed since the last time you used the Digital ID™ Service we will provide reasonable notice of these change and ask you to acknowledge your acceptance of those changes. We will notify You of any such changes when You access the App for the first time following the change and will make the latest version available on the Website. If you do not agree to the changes, you may immediately terminate this Agreement

and your use of the Digital ID™ Service.

1.4 These Terms govern:

- (a) Your use of the Digital ID™ Service, regardless of how You access or use the service (for example, whether by the Website or via the App); and
- (b) Your use of the Website.

1.5 If You use the App, this will be subject to an additional End User Licence Agreement (EULA) directly with the App Provider.

2. Digital ID™ Service

- 2.1 The Digital ID™ Service is a secure identification product to help You verify Your identity and, if required, may include completing a visa entitlement verification check with participating Organisations that You deal with. You can currently use the Digital ID™ Service via two channels:
- (a) via the Website, which You can use to verify Your identity to a particular participating Organisation on a one-off basis without creating a Profile; or
 - (b) by using the App, which requires You to register a Profile so that You can use the Digital ID™ Service to verify Your identity again to other participating

- Organisations or for other transactions in the future.
- 2.2 In some circumstances, in order to provide the Digital iD™ Service to You, You may be required to attend an Australia Post outlet in person. If You cannot attend, we may not be able to provide the Digital iD™ Service to You.
 - 2.3 To use the Digital iD™ Service, You may be required to have eligible ID Documents verifying Your identity. When You provide information about eligible ID Documents to us via the Digital iD™ Service, we may use an ID Verifier to check the details against the records held by the issuing authority and confirm whether the details match.
 - 2.4 The number and type of ID Documents You need to provide may vary depending on the requirements of the relevant Organisation for the particular purpose requiring verification of Your identity. The Digital iD™ Service will prompt You to provide the ID Documents required in each case.
 - 2.5 You may also be required to validate an email address through the identity verification process. This is a check that the email address you have supplied to Us is under Your control.
 - 2.6 You must follow the instructions and directions given by us, including those provided via the Website and the App, in order to use the Digital iD™ Service. Your use of the Digital iD™ Service will be limited and/or restricted if You do not comply with such instructions. The Website and the App have different functionality and limitations as they are intended for use in different circumstances, as described in clause 2.1 above.
- 3. Using the Website**
 - 3.1 If You use the Website, the information You provide may be retained for a limited period to allow You to register a Profile for future use. If You do not register a Profile within the specified timeframe, this information will not be available for Your future use of the Digital iD™ Service. Information, including details of the ID Documents You submit and whether they have been successfully checked may be retained and accessed by You in accordance with clause 12.
 - 3.2 Subject to these Terms, we grant You a non-exclusive, non-transferable licence to use the Website for the sole purpose of using the Digital iD™ Service.
- 4. Using the App**
 - 4.1 By registering a Profile using the App, details of Your verified identity, Your email and/or visa entitlement check will be stored for Your future use. When You use the Digital iD™ Service to verify Your identity again, information stored in Your Profile can be used to streamline the process, although You may be prompted to provide information from additional ID Documents if required, for example, depending on the Organisation's requirements for a particular transaction. More details on how information will be stored is set out in clause 12.
 - 4.2 Your use of the App is subject to a separate EULA between You and the App Provider.
 - 5. Updates and notifications**
 - 5.1 We may send You service announcements, administrative messages, notification of updated terms and conditions and other information via the Website and/or the App in connection with Your use of the Digital iD™ Service.
 - 5.2 We may from time to time introduce other services that form part of, or complement, the Digital iD™ Service. We may also modify or cease offering the Digital iD™ Service, or any part

thereof, at any time without prior notice to You. We will notify You, and obtain Your consent, before providing any service that attracts a charge.

6. Your Profile

- 6.1 You must register a Profile in order to use the App.
- 6.2 The first time You use the App, You will be guided through the process to register a Profile for Your use of the Digital ID™ Service.
- 6.3 Each Profile is unique to an individual, and the App on each device can be used only to hold a single Profile. If You have multiple Devices, You may create a separate Profile on each Device. Each Profile can be used with the Digital ID™ Service to verify the identity of one individual only. For Your own security, it is recommended that You should not allow any other person to access a Profile that You have registered.
- 6.4 A Profile is associated with the Device and mobile telephone number used to register the Profile. The App will store some data on Your Device to secure Your Profile, and this may be backed up by the operating system on Your Device. It may be possible to restore Your Profile to a Device using the backup of the App's data, subject to technical limitations, and we cannot guarantee that recovery will be successful in any given case.
- 6.5 Your Profile may not be recoverable, for example, if Your Device becomes lost or damaged and the data from the App was not backed up, or cannot be successfully restored, or if You do not enter the correct PIN. If Your Profile cannot be recovered for any reason, You will need to create a new Profile and follow the steps to verify Your identity again.

Profile Images

- 6.6 You may be given the option to capture a photo within the App to be associated with Your Profile (Profile Image). We will only use Your Profile Image in accordance with these Terms and will not disclose it to third parties without Your consent in accordance with clause 12. In order for us to be able to use the Profile Image:
 - 6.7 You grant us a perpetual, irrevocable, licence-fee free, royalty-free, worldwide, non-exclusive, sub-licensable right to use the Profile Image and any Intellectual Property in the Profile Image, in accordance with these Terms;
 - 6.8 You consent to the use of the Profile Image by us or our licensees and assignees, in accordance with these Terms, which would infringe Your moral rights but for this consent.
 - 6.9 You represent and warrant that You are the sole creator of the Profile Image and owner of Intellectual Property in the Profile Image, and that its use by us or our licensees and assignees in accordance with these Terms will not infringe the rights (including Intellectual Property rights) of any third party; and
 - 6.10 You represent and warrant that the Profile Image is not unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another person's privacy, hateful, or racially, ethnically or otherwise objectionable.
 - 6.11 Nothing in these Terms transfers ownership of any Intellectual Property rights in a Profile Image to us, and You (or Your licensors) will retain ownership of all rights (including Intellectual Property rights) in the Profile Image.

6.12 You acknowledge and agree that we may remove Profile Image without notice at any time.

7. Your conduct

7.1 You represent and warrant that You will only provide true, accurate, current and complete information about Yourself as part of Your use of the Digital iD™ Service; and You will promptly update the information contained in Your Profile to keep it true, accurate, current and complete.

7.2 You must not:

- (a) the Digital iD™ Service to use or create a false identity, impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- (b) use the Digital iD™ Service to upload, post, email, transmit or otherwise make available any content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as Personal Information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (c) attempt to use or access the Digital iD™ Service otherwise than through the Website, the App or other means expressly approved by Australia Post;
- (d) link to, frame or mirror any part of the Website without our prior written authorisation;
- (e) disrupt the operation of the Digital iD™ Service or any infrastructure that we or any Organisation operates;
- (f) breach or fail to comply with any requirements, procedures, policies or regulations of

networks connected to the Digital iD™ Service, including using any device or software; or gain unauthorised access to the Digital iD™ Service;

- (g) gain unauthorised access to the Digital iD™ Service;
- (h) make any automated use of the Digital iD™ Service;
- (i) copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Digital iD™ Service, the Website, the App, any output from the Website or the App, any files related to the Website or the App, or any part of any of these, other than as expressly provided in these Terms, the EULA or otherwise permitted by law;
- (j) use the Digital iD™ Service in connection with the contravention of any local, state, national or international law, whether intentional or not; or
- (k) attempt to do any of the foregoing, or allow or cause a third party to do or attempt to do any of the foregoing.

7.3 You represent and warrant to us that You have the capacity to accept and be bound by these Terms.

8. Third-party software and services

8.1 You may be required to use or update third-party software (such as the operating system and applicable software marketplace) on Your Device in order to obtain, install, update, access, use, or continue to access or use the Digital iD™ Service. You acknowledge and agree that:

- (a) we are not responsible for such third-party software or updates;
- (b) such third-party software (including updates) may be subject to their own terms and conditions, which we strongly

- recommend You review prior using the third-party software or to implementing the third-party update; and
- (c) if You are unable or unwilling to obtain or install such third-party software or updates, You may be unable to obtain, install, update, access, use, or continue to access or use the Digital iD™ Service.
- 8.2 Access to the Digital iD™ Service, or parts thereof, may require Your Device to be connected to the internet or require other third-party services. Your use of third-party services may be subject to fees and separate terms and conditions. You acknowledge that we are not liable for the activities of any such third parties. You are responsible for ensuring that Your installation and use of the App and/or the Website does not cause You to exceed any data usage quotas or other limitations that may apply to Your internet service or other services acquired from third parties.
- 8.3 The Website may contain links to third-party websites or other third-party content or services. Those links are provided for convenience only and may not remain current or be maintained. Such links should not be construed as an endorsement, approval or recommendation by us of the third parties, or of any content or services provided by them. Your use of any third party-content or services may be subject to separate terms and conditions.
- 9. Security**
- 9.1 The Digital iD™ Service may use a variety of security measures to protect Your Profile and the information from ID Documents You provide, including access codes.
- 9.2 No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect Your information, we do not warrant and cannot ensure the security of any information transmitted using the Digital iD Service. Nevertheless, once we receive transmissions from You, we will take reasonable steps to preserve the security of such information.
- 9.3 You must ensure Your security credentials remain secure. You must not share Your security credentials (such as an access code) with any other person, or allow any other person to impersonate You.
- 9.4 Whilst we may implement multi-factor authentication, it does not guarantee against unauthorised use of Your Profile. You are solely responsible for any use of the Digital iD™ Service using Your security credentials, whether or not such use has been authorised by You.
- 9.5 You must take Your own precautions to ensure that the process You employ for accessing the Digital iD™ Service does not expose You to the risk of viruses, malicious code or other forms of interference which may damage Your Device. We do not accept responsibility for any interference or damage to Devices which arises in connection with use of the Digital iD™ Service.
- 9.6 You must notify us immediately by sending an email to help@digitalid.com if:
- (a) You no longer have access to the telephone number linked to Your Profile (eg if Your telephone number changes); or
- (b) You suspect or have reason to believe there has been or might be any unauthorised or fraudulent use of Your Profile or any other breach of security.

9.7 You acknowledge that a failure to comply with these requirements may affect Your use of the Digital iD™ Service and may compromise the security and integrity of Your Profile.

10. Term, termination and suspension

Term

10.1 These Terms are in force until terminated in accordance with this clause 10. The licences granted to You under these Terms are granted for the duration of these Terms.

Termination or suspension by us

10.2 We may immediately terminate these Terms and/or Your Profile, suspend Your Profile and/or Your access to the Digital iD™ Service, and refuse future use of the Digital iD™ Service, at our discretion, with reasonable prior notice and where necessary to prevent a breach of law or the integrity of the Digital iD™ Service where: :

- (a) You do not provide information required for Your use of the Digital iD™ Service;
- (b) You provide information that is false, inaccurate, misleading, incomplete or not current;
- (c) You have engaged in any fraudulent behaviour or misconduct;
- (d) Your Profile has been compromised; or
- (e) we have reasonable grounds to suspect any of (a)–(d) above.

10.3 If we notify You of such termination:

- (a) You must immediately delete the App from all Devices in Your possession or control, or we may remotely disable or delete the App from them;
- (b) You must not access any other user Profile or register another Profile, or attempt to do so; and
- (c) You must not use the Digital iD™ Service again.

10.4 We may suspend or terminate the Digital iD™ Service or access to it, at our discretion, if we deem it necessary or prudent to do so:

- (a) in order to preserve the integrity and security of the Digital iD™ Service, the data collected from it, or any of our or an Organisation's equipment or systems;
- (b) for legal reasons, including any change in the law;
- (c) due to circumstances beyond our (or the App Provider's or any of our sub-contractors') reasonable control, including disruption to network connections or equipment, loss of ID Verifier services, denial of service attacks, strikes, lock-outs, labour disputes, acts of God, acts of nature, acts of government or their agencies, fire, flood, storm, riots, power shortages or power failure, war, terrorist acts, sabotage, or inability to obtain sufficient labour, raw materials, fuel or utilities; or
- (d) in order to perform support or maintenance of any infrastructure, systems or software used by us, the App Provider or sub-contractors to provide the Digital iD™ Service.

10.5 We may suspend or terminate an element of the Digital iD™ Service if our access to any element of Digital iD™ Service that is provided by a third party provider is suspended or terminated.

10.6 If we terminate or suspend the Digital iD™ Service, Your Profile or these Terms, You may not be able to use the Website or the App at all, or such use may be restricted, or You may not be able to access Your Profile.

Termination by You

10.7 You are under no obligation to continue using the Digital iD™ Service. If You no longer wish to use the Digital iD™ Service, You may uninstall the App from all Devices linked to Your Profile, and decline any offer to use the Website if such an offer is made by a participating Organisation.

No limitation of other rights

10.8 Termination pursuant to this clause 10 will not affect any rights or remedies which either or us may have otherwise under this document or at law.

10.9 Nothing in this clause limits any right we may have pursuant to this document to modify the Digital iD™ Service, including by removing any features or to modify or cease offering the Digital iD™ Service or any part thereof.

11. Warranty and liability

11.1 You acknowledge and agree that:

- (a) the Digital iD™ Service and the Website are provided on an 'as is' and 'as available' basis;
- (b) unless otherwise specified in these Terms or agreed pursuant to a separate written agreement between You and us, we will not be obliged to provide support for the Digital iD™ Service or Website, whether by providing advice, training, error-correction, modifications, updates, new releases or enhancements or otherwise, or to provide any hosting, telecommunication, internet or other services in relation to Your use of the Digital iD™ Service;
- (c) the Digital iD™ Service and Website cannot be guaranteed to be error-free, and the existence of any such errors will not constitute a breach of these Terms; and

(d) You use the Digital iD™ Service and Website at Your own risk.

11.2 Except as expressly provided to the contrary in these Terms, including clause 11.3, and to the full extent permitted by applicable law, we will not be liable to You for any loss, including special, indirect or consequential damages, or claim, arising directly or indirectly from:

- (a) the supply of a defective Digital iD™ Service;
- (b) a failure to provide the Digital iD™ Service or any part thereof;
- (c) errors or interruptions occurring in the course of using, or as part of, the Digital iD™ Service or Website;
- (d) corruptions to or loss of data in connection with the Digital iD™ Service;
- (e) any suspension or discontinuance of the Digital iD™ Service or Website;
- (f) any use of the Digital iD™ Service by other users or any Organisation, including any use in a manner which contravenes these Terms; or
- (g) a breach of these Terms.

11.3 You may have rights under the Australian Consumer Law, including the Consumer Guarantees, which cannot lawfully be excluded and nothing in these Terms has the effect of excluding, restricting or modifying such rights and Consumer Guarantees. Where the law implies a warranty into these Terms of Use which may not lawfully be excluded (in particular warranties under Australian Consumer Law) our liability for breach of such a warranty will be limited to, if applicable, either supplying the services again or payment of the cost of having the services supplied again.

11.4 You acknowledge that You have exercised Your independent judgment in acquiring the Digital iD™ Service and have not relied on any representation that we have made which has not been stated expressly in these Terms or upon descriptions or illustrations or specifications contained in any document including catalogues or publicity material that we have produced.

11.5 You will indemnify us and hold us harmless fully against all liabilities, costs, losses, claims and expenses which we may incur to a third party as a result of Your breach of any of the provisions of these Terms.

12. Privacy

12.1 You agree that we can collect, use and share Your Personal Information so that You can be provided with identity checking services, (which may include visa entitlement verification check) using the service in accordance with the Digital iD™ Privacy Notice. This notice sets out how we handle Your Personal Information and how you can access, correct, or delete it and how to make a complaint.

13. Intellectual Property

13.1 Australia Post and its licensors retain all right, title and interest in and to all Intellectual Property rights subsisting in the Website and Digital iD™ Service and any other Intellectual Property created in connection with these Terms or, subject to clause 6.2, Your use of the Digital iD™ Service. You agree to do anything necessary to assign any such Intellectual Property rights to us. You may not use any such Intellectual Property, other than as necessary for Your use of the Digital iD™ Service, without our express written consent.

13.2 These Terms do not constitute a transfer or conveyance of any Intellectual Property owned by us, including but not limited to all Intellectual Property associated with the Digital iD™ Service, the Website and the App, and their functionality, features and content, or operate as a future transfer of any Intellectual Property owned by us any time thereafter.

13.3 You acknowledge that the Website and materials provided in the course of the Digital iD™ Service are protected by copyright and may also be protected as other forms of Intellectual Property owned by us or our licensors. You will not during or at any time after the termination of these Terms undertake or permit any act which infringes or attempts to infringe those Intellectual Property rights. Without limiting the generality of the foregoing, You specifically acknowledge that You must not copy the Website except as otherwise expressly authorised or acknowledged by these Terms.

14. General

14.1 Any disputes between You and any third party, including, without limitation, any Organisation, are to be resolved solely between You and that party.

14.2 These Terms are governed by and are to be construed in accordance with the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria 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 in these courts on the basis that the process has been brought in an inconvenient forum.

- 14.3 If any provision of these Terms is found to be invalid, void or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms which will continue in full force and effect.
- 14.4 All rights not expressly granted in these Terms are reserved.
- 14.5 We shall not be deemed to have waived any of our rights or remedies under these Terms unless such waiver is in writing and signed by one of our authorised officers. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
- 14.6 These Terms (together with the EULA, if You use the App) constitute the entire agreement and understanding between You and us and supersede any and all prior communications, representations, agreements or understandings between You and us with respect to the subject matter of these Terms. You acknowledge and agree that You have not relied on any statement by us which has not been expressly included in this document.
- 14.7 You cannot assign, novate or otherwise transfer any of Your rights or obligations under these Terms without the prior written consent of Australia Post which consent can be granted or withheld in the absolute discretion of Australia Post. An assignment in breach of this clause 14.7 is intended by the parties to be void and of no force and effect, and constitutes a breach entitling Australia Post to terminate these Terms.
- 14.8 Australia Post can assign or otherwise transfer any of its rights or obligations under these Terms, including novation to a related body corporate (as defined in the Corporations Act 2001 (Cth)), at its sole discretion on written notice to

You (including notice via the Website or the App).

- 14.9 Without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination of this document, the following clauses survive the termination of these Terms: clauses 4, 5,6,7, 10.3, 10.8, 11, 13 and this clause 14.9. Each indemnity offered by You in these Terms is a continuing obligation, independent from the other obligations of the parties and survives the termination of these Terms. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity against You under these Terms.

15. **Definitions**

- 15.1 When used in these Terms, the following words have the meanings given below:

App

means the software application made available by the App Provider to access the Digital ID™ Service.

App Provider

means Australia Post Digital ID™ Pty Limited ACN 613 164 337 of Level 19, 111 Bourke Street, Melbourne, VIC 3000.

Australia Post, we, us and our

mean the Australian Postal Corporation, a body corporate established under the *Postal Services Act 1975*, the existence of which is continued by section 12 of the *Australian Postal Corporation Act 1989*, whose registered office is at 111 Bourke Street, Melbourne, Victoria 3000.

Australian Consumer Law

means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and any equivalent state or territory legislation.

Consumer Guarantee

means a right or guarantee You may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.

Device

means an electronic device owned or controlled by You, such as a mobile phone or tablet, compatible with the App.

Digital iD™ Service

means Australia Post's Digital iD™ service, the functionality of which is described in clause 2 of these Terms and as modified by us from time to time.

EULA

means the End User Licence Agreement that applies between You and the App Provider if You use the App.

ID Document

means an identification document eligible to be checked using the Digital iD™ Service, which may include an identification document issued by a government or other authority or entity.

ID Verifier

means a government agency or other authority or entity engaged by Australia Post to verify the validity of an ID Document.

Intellectual Property

means any and all intellectual and industrial property rights anywhere in

the world (including present and future intellectual property rights) including (but not limited to) rights in respect of or in connection with:

- (a) any related confidential information, trade secrets, know-how or any right to have information kept confidential;
- (b) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (c) patents, designs, trade marks, service marks and other related marks; and
- (d) all associated goodwill,

whether or not existing at the date You agree to these terms and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Organisation

means a corporate entity or organisation that has an arrangement in place with Australia Post to obtain verification of the identity of an individual who has made a request using the Digital iD™ Service.

Personal Information

has the same meaning as 'personal information' in the Privacy Act 1988 (Cth).

Profile

means an account containing data about You and associated metadata in connection with the Digital iD™ Service.

TDIF Oversight Authority

means the government agency or body responsible for performing the function of an 'oversight authority' for the Trusted Digital Identity Framework (including where relevant on an interim basis), and which at the time of last publication of these Terms, includes representatives from both the Digital Transformation Agency and Services Australia.

TDIF Regulated Transaction

means a use of Digital iD™ that takes place under the TDIF identity system, whether within the context of a private or public beta or otherwise.

Terms

means these terms of use, as modified or replaced from time to time.

Trusted Digital Identity Framework (TDIF)

means the trusted digital identity framework documents published by the Digital Transformation Agency from time to time.

Website

means a website made available by Australia Post for You to access the Digital iD™ Service in accordance with these Terms.

You and Your

means a user of the Digital iD™ Service.

Interpretation

15.2 In these Terms unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this agreement;

- (b) the singular includes the plural and the plural includes the singular;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (d) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);
- (e) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 15.2(e) implies that performance of part of an obligation constitutes performance of the obligation;
- (f) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this agreement and a reference to this agreement includes any clause, annexure, exhibit and schedule;
- (g) a reference to a document (including this agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (h) a reference to a party to any document includes that party's successors and permitted assigns;
- (i) a reference to time is to time in Melbourne, Victoria, Australia;
- (j) a reference to an agreement other than this agreement includes an undertaking, deed, agreement or legally

- enforceable arrangement or understanding whether or not in writing;
- (k) a provision of these Terms may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this agreement or the preparation or proposal of that provision;
 - (l) a reference to a body, other than a party to these Terms (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
 - (m) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this agreement do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.