

USD1 Website Terms of Use

Kinesis Global Pty Ltd ACN 656 201 660

1. Agreement to Terms

- 1.1 These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you” or “your”) and KINESIS GLOBAL PTY LTD (ACN 656 201 660) (“Company,” “we,” “us,” or “our”), concerning your access to and use of the www.kinesis-global.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). We are registered in Australia and have our registered office at Level 3, 10 Market Street, Brisbane QLD 4000.
- 1.2 You agree that by accessing the Site, you have read, understood, and agreed to be bound by all these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.
- 1.3 Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.
- 1.4 The information on the Site is not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if applicable.
- 1.5 **Age Restriction:** The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

2 User Representations

- 2.1 By using the Site, you represent and warrant that:
 - (a) you have the legal capacity and you agree to comply with these Terms of Use;
 - (b) you are not a minor in the jurisdiction in which you reside;
 - (c) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
 - (d) you will not use the Site for any illegal or unauthorised purpose; and
 - (e) your use of the Site will comply with all applicable law or regulation.
- 2.2 If any information provided by you is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your use of the Site.

3 Prohibited Activities

3.1 You may not access or use the Site for any purpose other than that for which we make the Site available. Prohibited activities include, but are not limited to:

- (a) Systematically retrieving data from the Site to create a collection or database without our written permission;
- (b) Misleading us or other users, particularly in attempts to learn sensitive account information;
- (c) Circumventing, disabling, or interfering with security features of the Site;
- (d) Disparaging or tarnishing the Site or our reputation;
- (e) Using any information from the Site to harass or harm another person;
- (f) Submitting false reports of abuse or misconduct;
- (g) Using the Site in violation of applicable laws;
- (h) Engaging in unauthorized framing or linking to the Site;
- (i) Uploading or transmitting viruses, spam, or any content that disrupts others' use of the Site;
- (j) Engaging in automated use of the Site's systems, such as scripts or data mining tools;
- (k) Removing any copyright or proprietary rights notice from any Content;
- (l) Impersonating another user or using another user's username;
- (m) Uploading or transmitting material that functions as a passive or active information collection mechanism;
- (n) Interfering with the Site's functionality or networks;
- (o) Harassing or threatening any of our employees or agents;
- (p) Attempting to bypass Site access restrictions;
- (q) Copying or adapting the Site's software;
- (r) Deciphering, decompiling, or reverse engineering the Site's software, except as permitted by law;
- (s) Using unauthorised automated systems to access the Site;
- (t) Collecting email addresses or usernames for unsolicited communications;
- (u) Using the Site as part of any revenue-generating activity without our consent.

4 User Generated Contributions

4.1 The Site does not generally offer users the ability to submit or post content. However, we may provide opportunities for you to create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information (collectively, "Contributions"). Contributions

may be viewable by other users of the Site and through third-party websites. Any Contributions you transmit may be treated in accordance with our Privacy Policy.

- 4.2 By creating or making available any Contributions, you represent and warrant that:
- (a) You are the creator and owner of the Contributions or have the necessary licenses and rights to use and authorize us to use the Contributions;
 - (b) Your Contributions do not infringe on the rights of any third party;
 - (c) You have obtained all necessary consents from identifiable individuals in your Contributions;
 - (d) Your Contributions are not false, inaccurate, or misleading;
 - (e) Your Contributions do not constitute unsolicited advertising or spam;
 - (f) Your Contributions are not harmful, offensive, or unlawful;
 - (g) Your Contributions do not violate any applicable law, regulation, or rule.

4.3 Any violation of these terms regarding Contributions may result in suspension or termination of your rights to use the Site.

5 **Contribution License**

5.1 You and the Site agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

5.2 By submitting Contributions, you agree that we may access, store, process, and use any information and personal data you provide in line with our Privacy Policy. You retain ownership of your Contributions but grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, and distribute your Contributions as we see fit. We are not responsible for any representations you make in your Contributions and are not liable for any resulting legal claims.

6 **Intellectual Property Rights**

6.1 Unless otherwise indicated, the Site and its contents, including all source code, databases, functionality, software, designs, text, photographs, graphics, and the trademarks, service marks, and logos contained therein (collectively, the “Content” and “Marks”) are owned or licensed by us and are protected by copyright, trademark, and various other intellectual property laws. The Content and Marks are provided “as is” for your informational and personal use only.

6.2 **License:** Provided that you are eligible to use the Site, you are granted a limited, non-exclusive, non-transferable license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use. All rights not expressly granted to you in and to the Site, the Content, and the Marks are reserved by us.

7 **Guidelines for Reviews**

- 7.1 If the Site allows reviews or ratings, you agree to the following guidelines:
- (a) You have firsthand experience with the subject of the review;
 - (b) Your reviews do not contain offensive language, discriminatory remarks, or references to illegal activities;

- (c) You are not affiliated with competitors if posting negative reviews;
- (d) Your reviews do not make conclusions about legality or include false statements.

7.2 We may accept, reject, or remove reviews at our discretion. Reviews are not endorsed by us and do not reflect our opinions.

8 **Mobile Application Licence**

Use License

8.1 If you access the Site via a mobile application, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the application on your device in accordance with these Terms of Use. You agree not to:

- (a) Decompile, reverse engineer, or modify the application, except as permitted by law;
- (b) Use the application for any revenue-generating purpose;
- (c) Make the application available on multiple devices simultaneously;
- (d) Use the application to send unsolicited emails or automated queries.

Apple and Android Devices

8.2 If you access the Site via an application obtained from an App Distributor (e.g., Apple Store, Google Play), you agree to the usage terms set forth in the App Distributor's terms of service. The App Distributor is not responsible for support or warranty services for the application.

9 **Submissions**

9.1 You agree that any questions, comments, suggestions, ideas, or other feedback you submit to us are non-confidential and become our sole property. We own exclusive rights, including intellectual property rights, and may use and distribute Submissions without acknowledgment or compensation to you.

9.2 You waive all moral rights in such Submissions. *All personal data will only be processed in line with our Privacy Policy.

10 **Third-Party Website and Content**

10.1 The Site may contain links to third-party websites or content. These websites and content are not investigated, monitored, or checked for accuracy by us, and we are not responsible for them. If you choose to leave the Site and access third-party websites, you do so at your own risk. We disclaim liability for any harm or losses resulting from interactions with third-party websites or content.

11 **Site Management**

11.1 We reserve the right, but not the obligation, to:

- (a) monitor the Site for violations of these Terms of Use;
- (b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;

- (c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
 - (d) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
 - (e) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.
- 11.2 We reserve the right to monitor the Site for violations of these Terms, take legal action against violators, restrict access, and manage the Site in a manner to protect our rights and property.

12 **Privacy Policy**

- 12.1 We care about data privacy and security. Please review our Privacy Policy at www.kinesis-global.com. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in Australia. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Australia, then through your continued use of the Site, you are transferring your data to Australia, and you agree to have your data transferred to and processed in Australia.
- 12.2 By using the Site, you consent to data practices described in our Privacy Policy, including data transfer to Australia if accessed from another region.

13 **Term and Termination**

- 13.1 We reserve the right to terminate or suspend your account at our discretion for any reason. If your account is terminated or suspended, you are prohibited from registering or creating a new account under your own name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of that third party. we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress
- 13.2 In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including, but not limited to, pursuing civil, criminal, and injunctive relief as necessary.

14 **Modifications and Interruptions**

- 14.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.
- 14.2 We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of

Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

15 **Dispute resolution ACCC**

The Australian Competition & Consumer Commission (**ACCC**) provides an online dispute resolution platform, accessible at:

<https://www.accc.gov.au/consumers/consumer-protection/where-to-go-for-consumer-help>. If you wish to bring this matter to our attention, please feel free to contact us.

16 **Corrections**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

17 **Disclaimer**

17.1 The Site is provided on an as-is and as-available basis. You agree that your use of the Site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

17.2 We make no warranties or representations about the accuracy or completeness of the Site's content or the content of any websites linked to the Site and we will assume no liability or responsibility for any:

- (a) errors, mistakes, or inaccuracies of content and materials;
- (b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site;
- (c) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- (d) any interruption or cessation of transmission to or from the Site;
- (e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site by any third party; and/or
- (f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Site.

17.3 We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

18 **Limitations of Liability**

To the fullest extent permitted by law, we and our affiliates are not liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to your use of the Site.

19 **Indemnification**

19.1 You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- (a) use of the Site;
- (b) breach of these Terms of Use;
- (c) any breach of your representations and warranties set forth in these Terms of Use;
- (d) your violation of the rights of a third party, including but not limited to intellectual property rights; or
- (e) any overt harmful act toward any other user of the Site with whom you connected via the Site.

19.2 Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

20 **User Data**

20.1 We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

20.2 You are responsible for all data transmitted to the Site. We are not liable for any data loss and reserve the right to manage the Site's data as needed.

20.3 **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

- (a) Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.**
- (b) You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original

signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

21 **Miscellaneous**

21.1 These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

21.2 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

22 **Electronic Communications, Transactions, and Signatures**

22.1 By using the Site, you agree to electronic communications and transactions. These electronic records satisfy legal requirements for written records.

23 **Governing Law**

23.1 This Website Terms & Use is governed by, and construed in accordance with, the laws of the State of Queensland. The Parties submit to the non-exclusive jurisdiction of the Courts of Queensland in relation to all matters arising under, or in relation to, this Terms & Use.

24 **Contact Us**

For questions or further information about the Site, please contact us at:

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Brisbane QLD 4000
Australia
Email: Australia@Kinesis.Money