

Waveconn Website Terms and Conditions

These Terms and Conditions (**Terms**) apply to your use of the Waveconn Group Holdings Management Pty Ltd ACN 660 255 014 as trustee for the Waveconn Group Holdings Trust (**Waveconn, we, us, our**) Website available at [<https://waveconn.com>] (**Website**).

By using the Website, you agree to be bound by these Terms, and if you do not agree to these Terms, then you must not use the Website.

We may amend these Terms from time to time, without providing notice to you, by posting an updated version of the Terms on the Website. You should regularly check these Terms for any amendments. If these Terms are amended, you must comply with the updated Terms. If you do not agree to the updated Terms, you must immediately cease using the Website.

Individual documents available from the Website may be subject to additional terms specified in those documents.

Unless otherwise defined, capitalised terms used in these Terms are defined in the 'Interpretation' section at the end of these Terms.

Key Terms

This section provides a summary to assist you by disclosing certain terms that may affect you. It is not a substitute for reading and understanding the Terms, and it does not amend the Terms.

1. Limitation of Waveconn's liability

Waveconn's liability to you and certain third parties is limited under the Terms. These limitations of liability generally apply where there is any loss incurred arising from or in connection with your use of the Website. Please see the 'Liability' section of the Terms for more information.

2. Termination of access

Waveconn may decide to block your access to the Website (which we may do, for example, for security reasons). Waveconn may request that you cease any conduct which is contrary to these Terms, it is your obligation to comply immediately to these requests. Please see the 'Your obligations' section of the Terms for more information.

3. Modifications to Terms

Waveconn may modify any of these Terms without providing notice to you. You agree that your continued use of the Website after such amendment constitutes acceptance of the amendments. Please see the 'Suspension, withdrawal of or changes to the Website' section of the Terms for more information.

Accessibility

If you are unable to access the Website or any material or information on the Website, you may contact us via email at: info@waveconn.com

Licence

All copyright and other intellectual property rights in the Website (including all trade marks appearing on the Website) are owned by us and/or our licensors. Any rights not expressly granted under these Terms are reserved.

We grant you a revocable, non-transferable, non-exclusive licence to access and use the Website on your Device for your own purposes, and to download and print out a copy of the information available from the Website for your own personal use.

You must not (and must not attempt to):

- a) except as permitted by the licence set out above, use or copy any part of the Website without our prior written consent;
- b) distribute, translate, modify or tamper with, any part of the Website;
- c) create derivative works of or from any part of the Website;

- d) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under these Terms; or
- e) permit or assist any person to engage in any act described in paragraphs (a) to (d) above.

Use of the Website

You must procure your own internet access and Device in order to use the Website. You are responsible for all internet access, data download and other network charges arising from your use of the Website, and you acknowledge and agree that we have no responsibility or liability for those charges.

You are responsible for the operation and maintenance of your Device and for ensuring that the Website is accessible from your Device. This includes, but is not limited to, a responsibility to ensure the installation of a compatible operating system for the operation and use of the Website on your Device.

We are under no obligation to monitor any transmissions made or content submitted or (where applicable) published using the Website. However, we have the right to monitor, edit, disclose, delete and (where applicable) refuse to transmit or post any such transmissions and content.

Performance of the Website

We will use reasonable endeavours to make the Website available during our normal business hours. However, the availability of the Website depends on various third party suppliers of both you and us, and accordingly, we do not warrant or guarantee that:

- a) you will be able to use the Website at any time; or
- b) your use of the Website will be continuous, uninterrupted, secure or error-free.

You acknowledge and agree that the Website may not be available for use from time to time, and that you may be disconnected from

your use of the Website at any time for any reason, including if:

- a) any network connection difficulties occur;
- b) the systems providing those services are unavailable for any reason (including so that maintenance can be performed);
- c) you breach any of these Terms; or
- d) we decide to terminate your access to those services for any reason.

We make no guarantee as to the reliability or performance of the Website. The performance of the Website depends on various factors, including the functions, capacity and configuration of your Device, the speed of your internet connection, and the number of users accessing the Website and the systems that support it.

The information available through the Website is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information you obtain through the Website is or will be current, complete or accurate at all times. You acknowledge and agree that you will make your own enquiries to determine if the information you obtain through the Website is current, complete and accurate before using it. Subject to the section headed 'Consumer Guarantees' below, we are not responsible for any Loss you suffer or incur as a result of your failure to comply with this paragraph.

Your obligations

You must not use (or attempt to use) the Website:

- a) for any unlawful or dishonest activity, or any activity prohibited by these Terms;
- b) to access, transmit, publish or communicate material which:

- i. is false, inaccurate, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise unlawful;
 - ii. is xenophobic, racist, abusive, harassing or hateful;
 - iii. is invasive of a person's privacy or constitutes personal abuse directed at other users;
 - iv. constitutes spam, commercial advertising, the promotion of gambling or the promotion of your own site, business or organisation;
 - v. contains a virus or other harmful code;
 - vi. infringes a person's copyright or other rights (including any other intellectual property rights); or
 - vii. contains links to other sites that contain or promote the material identified in paragraphs (i) to (v) above;
- c) to obtain unauthorised access to (or damage, disrupt or interfere with the operation of) any computer, system, application, network or service;
 - d) to transmit, publish or communicate bulk and/or unsolicited messages;
 - e) in any way that may bring negative exposure or harm to us, our suppliers or other users of the Website; or
 - f) in any way that may cause us, our suppliers or other users of the Website to incur liability to a third party.

We may ask you to cease any conduct which we believe contrary to your obligations under these Terms, and you must immediately comply with any such request. We may immediately terminate and block your access to the Website or the services provided by the Website for any reason, in our discretion.

Security

To use the Website and its features as intended, you must grant it any other permissions and access to your Device that the Website requires from time to time.

If you do not grant these permissions and this access, you may be unable to use the Website or some of its features.

The Website uses the internet to provide services and information. By using the Website, you acknowledge and agree to accept all risks associated with using the internet, including the potential exposure to viruses and harmful code which may affect your Device.

We do not warrant or guarantee the security of the Website. You are solely responsible for the security of your Device (including any data stored on that Device) and for using appropriate and up-to-date software on your Device to detect and manage the threat posed by viruses and other harmful code.

Consumer Guarantees

Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**).

Where you, as a Consumer, acquire goods or services under these Terms through your use of the Website and those goods or services:

- a) are of a kind ordinarily acquired for personal, domestic or household use or consumption, the operation of the Consumer Guarantees cannot be, and are not in these Terms, excluded, restricted or modified; or
- b) are not ordinarily acquired for personal, domestic or household use or consumption, we limit our liability for a failure to comply with any Consumer Guarantee (other than where to do so

would otherwise cause all or part of this clause to be void) to, at our option:

- i. in the case of goods, repairing or replacing the goods or paying the cost of having those goods repaired or replaced; and
- ii. in the case of services, re-supplying the services or paying the cost of having the services re-supplied,

and we do not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms or in any other manner and you agree it is fair and reasonable in all the circumstances for our liability to be so limited.

Liability

You acknowledge and agree that your access to, and use of, the Website is at your own risk.

To the maximum extent permitted by law, we exclude from these Terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void).

Except for any liability under the Consumer Guarantees, we exclude all responsibility and liability arising from or in connection with your use of the Website, including, without limitation:

- a) any and all actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity, or expectation, and any and all indirect, special, consequential, punitive or exemplary Losses; and
- b) any other Losses.

Confidentiality

If you access any Confidential Information using the Website, you must:

- a) keep such Confidential Information confidential;
- b) use such Confidential Information only in accordance with the Terms; and
- c) not disclose such Confidential Information to any person (other than a director, officer, employee or partner of the organisation you represent, who is obliged to keep that information confidential).

The obligations in paragraphs (a) to (c) above will continue to apply even if your access to the Website is disabled, terminated, suspended or withdrawn.

Third party links

The Website may contain links to other websites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those websites, nor do we endorse any information, opinions, goods or services referred to on them.

Suspension, withdrawal of or changes to the Website

We reserve the right to:

- a) suspend your use of, or withdraw, the Website and/or any of its features or components; and
- b) add to, amend, remove, or disable access to, any part of the Website and/or any of its features or components, in each case at any time and for any reason, without notice to you.

If requested by us, you must immediately:

- a) cease use of the Website; and/or
- b) destroy, expunge, disable or restrict access to any information from the Website that you have printed or downloaded, and any

information derived or generated from that information.

Miscellaneous

We do not waive a right, power or remedy in connection with these Terms if we fail to exercise or delay in exercising the right, power or remedy.

These Terms are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and the courts having appeal from them.

Interpretation

In these Terms:

- a) **Australian Consumer Law** has the meaning given in the *Competition and Consumer Act 2010* (Cth), as amended, replaced or superseded from time to time;
- b) **Confidential Information** means:
 - i. information obtained through the Website; and
 - ii. the identity of any user of the Website, except in each case for information which is in, or which enters, the public domain otherwise than as a consequence of a breach of these Terms;
- c) **Consumer** has the meaning given in the Australian Consumer Law;
- d) **Device** means your own internet-enabled device that is compatible with the Website and has a current and working internet connection; and
- e) **Loss** means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and Losses has a corresponding meaning.