



PLATFORM TERMS OF USE

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Ebon Financial Services Pty Limited

Trading as "EbonPay"

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1. General Conditions

- 1.1. Ebon Financial Services Pty Limited, trading as “EbonPay” (referred to herein as “EbonPay”, “we”, “our” or “us”), owns and operates the digital platform that we or our affiliates make accessible to you and includes this website, mobile application, an API connection or any other such platform that we or our affiliates may prescribe from time to time (“Platform”).
- 1.2. The terms of use (“Terms of Use”) govern your use of the EbonPay Platform as provided to you through the EbonPay Platform. These Terms of Use shall be read together with the Privacy Policy, and any, notices, disclaimers and any other terms and conditions or other statements that EbonPay may publish or update from time to time and if you use any of the services identified on this Platform for which additional terms and conditions are referred to, those additional terms and conditions for those other services.
- 1.3. Your access to this Platform is subject to the Terms of Use which will govern your use of, and access to, certain sections of this Platform where they appear. By accessing, viewing or otherwise using this Platform, you agree to be bound by and subject to the Terms of Use. You should review the Terms of Use wherever they are relevant to you when using this Platform.
- 1.4. EbonPay may vary or modify these Terms of Use without notice. Where there are any changes to this Policy, we shall release an updated Terms of Use on our Platform with the last updated date. Any subsequent use or access by you of this Platform will constitute an acceptance of those modifications.
- 1.5. By accessing this Platform, you acknowledge receipt of our Financial Services Guide (“FSG”). The FSG is available for you to read on our website at www.ebonpay.com.

2. Availability of products and services

- 2.1 Unless otherwise stated expressly or separately agreed by EbonPay, products and services referred to on this Platform are only available in Australia.

3. Use of the Platform

- 3.1. The content of this Platform is for general information purposes only. For information regarding our financial services, please refer to our FSG. These Terms of Use are addressed to you, whether you are reading these pages on your own behalf, or on behalf of another person.
- 3.2. The use of this Platform and all related pages is intended for your personal, non-commercial use, unless we have agreed otherwise in writing. You may not:
 - (a) systematically copy (whether by printing off onto paper, storing on disk or in any other way) substantial parts of this Platform; or
 - (b) remove, change or edit in any way anything on this Platform or otherwise use any material contained on this Platform without the express written consent of EbonPay; or

- (c) reproduce, retransmit, disseminate, sell, publish, broadcast anything available from this Platform nor may anything available from this Platform be used in connection with creating, promoting, trading, marketing investment products without the express written consent of EbonPay; or
- (d) use anything available from this Platform for unlawful purposes and you shall comply with all applicable laws, statutes and regulations at all times.

4. General advice warning

4.1. This Platform provides general advice only and any advice or information does not take into account your particular objectives, financial situation or needs. You should, before acting on the general advice, consider the appropriateness of the general advice having regard to these matters and, if appropriate, seek independent financial, legal and taxation advice before making any financial investment decision. When considering whether to use a financial service offered by EbonPay in this Platform you should view the relevant **FSG** for important information in relation to those financial services and if the general advice relates to the acquisition, or possible acquisition, of a particular financial product, you should obtain and consider Ebonex's **PDS** for its **Ebonex Mastercard**, if acquiring this product, before making any decision about whether to acquire the product.

5. Disclaimer

5.1. All information on this Platform is given in good faith and has been obtained from sources believed to be accurate. We do not give any representation or warranty, express or implied, as to reliability, accuracy, quality completeness or suitability of information contained on this Platform. The information and content on this Platform are subject to change without notice. We do not guarantee the performance of any investment or idea discussed. Information referencing past performance is not indicative of future performance. We may express an expectation or belief as to future events, results or performances. Such statements are made in good faith and based on reasonable assumptions but are subject to risks and uncertainties. Therefore, no guarantee of future returns, return on capital or any specific rate of return is given or implied by us. Any view or opinion expressed are the author's own and may not reflect the view or opinion of EbonPay unless specified otherwise.

5.2. Neither EbonPay nor any of our directors, employees and associates nor any of our providers of information guarantees the security of this Platform nor accepts any responsibility arising in any way including by reason of negligence for, errors in, omissions from, the information on this Platform or any linked website and does not accept any liability for any loss or damage, howsoever caused, as a result of any person relying on any information on the Platform or any linked website or being unable to access this Platform. This disclaimer is subject to any applicable contrary provisions of the *Australian Securities and Investments Commission Act 2001* and the *Australian Competition and Consumer Act 2010*.

6. Disclosure of interest

6.1. From time to time, EbonPay or its officers, employees and related bodies corporate may:

- (a) have an interest in the financial products, directly or indirectly, which are offered on this Platform; or
- (b) may buy or sell securities in, or derivatives of, the companies referred to in this Platform.

6.2. You acknowledge that conflicts of interest may arise between your interests, counterparties', other users' and/or EbonPay due to the nature of trading activities on the Platform. Despite the foregoing, you agree to proceed with using the Platform and assume any risks of loss which may arise from the nature of trading activities:

7. Indemnities

7.1. You agree and undertake to indemnify and hold EbonPay and our affiliates harmless against any demand, claim, losses and/or damages ((including legal fees and any fines, fees or penalties imposed by any regulatory authority) arising from and/or in relation to:

- (a) the Terms of Use and your violation and/or non-compliance to the same;
- (b) your violation of any laws, tax regulations and/or any direction(s) of any relevant authorities;
- (c) any act, error, omission, overlook, and/or miscalculation in relation to your use of the Platform and any consequent losses or damages occasioned;
- (d) any searches and enquiries made in connection with you;
- (e) any failure on your part to settle any such executed order, in circumstances that we are not in breach of the Terms of Use; and
- (f) any other matters that are deemed reasonable solely by EbonPay in regards to your use of the Platform and/or the transactions thereon.

7.2. You have been made aware of the risks that may result from using the Platform and/or using any of the services available thereon, in absence of bad faith and fraud, to the full assumption of loss and liability resulting from or incidental to such use.

7.3. Nothing in the Terms shall be construed as EbonPay representing that the Platform is accurate, complete, error-free, reliable or up-to-date. You hereby acknowledge and agree that EbonPay and/or its affiliates or related personnel excludes, to the fullest extent permitted by law, and liability which may arise as a result of your use of this Platform.

8. Limitation of Liability

8.1. Except as expressly provided in these Terms of Use, all terms, conditions, warranties, undertakings or representations whether express, implied, statutory or otherwise relating in any way to these Terms of Use are excluded. Without limiting the generality of the foregoing, in no event shall EbonPay, our affiliates, our respective shareholders or members, directors, officers, employees, attorneys, agents, representatives, suppliers of contractors be liable for any loss of profit (actual or anticipated), loss of use, loss of production, loss of contracts, loss of opportunities, loss of revenue, cost of capital, costs of replacement, loss of goodwill, loss of reputation, loss or corruption of information or data, loss from any third party contracts, loss due to business interruption, loss of interest, loss of power, cost of

purchased or replacement power, contractual claims from third parties or any indirect, incidental, special, punitive, consequential losses or damages arising from or in connection with the performance or non-performance of the services EbonPay provides to you under these Terms of Use, or any other product, service or other item provided by or on behalf of EbonPay or our affiliates under these Terms of Use and whether based upon contract, tort, or any other legal theory, even if (i) the possibility of such loss or damage could have been reasonably foreseen; or (ii) we have been advised of the possibility of such loss or damage, except to the extent of a final judicial decision that such damages were a result of EbonPay or our affiliates' gross negligence, fraud or wilful misconduct.

- 8.2. If any guarantee, term, condition or warranty is implied into these Terms of Use under the Australian Consumer Law or any other applicable legislation (a Non-Excludable Provision) and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for a breach of the Non-Excludable Provision is limited to the supplying of the services again, or the payment of the cost of having the services supplied again.

- 8.3. Notwithstanding any other provision of these Terms of Use and our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, the maximum liability of EbonPay, our affiliates, our respective shareholders or members, directors, officers, employees, attorneys, agents, representatives, suppliers of contractors for any act or omission, whether in contract, tort (including negligence or strict liability) by way of indemnities, statute or any other legal or equitable theory shall not exceed the amount of the service fees paid by you to us under these Terms of Use in the twelve-month period immediately preceding the event giving rise to the claim for liability.

9. Copyright

- 9.1. The intellectual property, including copyrighted materials, contained in the EbonPay Platform is owned by EbonPay and/or its respective owner(s).

- 9.2. We grant you a limited, non-transferable licence to access and use the Platform solely for your personal, non-commercial purposes.

- 9.3. We (or our licensors) retain all rights, title, and interest in and to the Platform and nothing you do on or in relation to the Platform will transfer any intellectual property rights to you or (except for the licence referred to in paragraph 9.2) licence you to exercise any intellectual property rights unless we provide our express written consent.

- 9.4. Subject to applicable law, we may revoke the permission referred to in paragraphs 9.2 and 9.3 at any time and may suspend or deny your access to or use of the EbonPay Platform without notice if you breach, or we reasonably believe you have breached, any of these Terms of Use.

- 9.5. Copyright in the information, text, graphics, images, software and any other materials contained on this Platform is the property of EbonPay and/or its respective owner(s) and is protected under local and international intellectual property laws. These materials are

provided for personal use only and are not to be distributed or transmitted to any third party, in whole or in part, or incorporated in any way into another document or other material, without the prior written consent of EbonPay.

10. Third party's materials and websites

- 10.1. This Platform may contain materials produced by third parties or links to other websites. Such materials and websites are provided by third parties and are not under EbonPay's direct control. We accept no responsibility or liability in respect of any such third party materials or for the operation or content of other websites (whether or not linked to this Platform).
- 10.2. You acknowledge that EbonPay shall be entitled to require you to remove any link from another website to this Platform which you install without obtaining EbonPay's prior written consent.

11. Dispute Resolution

- 11.1. We are committed to dealing with customer complaints promptly and resolving issues in accordance with our policies.
- 11.2. If you wish to make a complaint about the services, you can contact us through any of the channels set out in the Platform. Please include your name, email address and/or telephone number and set out as much information as possible concerning your complaint.
- 11.3. We treat all information submitted in connection with a complaint in confidence. Any information collected during the internal dispute resolution process is collected for the purpose of evaluating and improving the process.
- 11.4. We seek to acknowledge receipt of all complaints within 5 business days and we will strive to resolve all complaints within 30 days. This may not be possible in all circumstances and will depend on the nature of any particular complaint.
- 11.5. We may contact you by the contact information provided by you to discuss your complaint and may ask you to provide additional information.
- 11.6. Where we cannot resolve a complaint within 30 days, we will notify you of the reasons for the delay and we will provide you with an indication of when we expect to resolve the complaint.
- 11.7. We will give you a written response to your complaint and the reasons for reaching a particular decision. If you believe that we have failed to address your complaint satisfactorily, we will provide you with information about any further steps you can take.

12. General

- 12.1. Additional terms and conditions may apply to specific aspects, services or features of the EbonPay Platform or services. All such terms and conditions apply in addition to, and in the event of conflict prevail over, these Terms of Use.
- 12.2. If any part of these Terms of Use is held to be void or unenforceable wholly or in part, the unenforceable part is severed to the extent that it is void or unenforceable and the remainder of these Terms of Use will remain in full force and effect.
- 12.3. These Terms of Use supersede all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.
- 12.4. Neither party will be liable for any failure or delay in performing any of its obligations under these Terms of Use if such delay is the result of a Force Majeure Event. Force Majeure Event means an unforeseeable event beyond the reasonable control of the affected party, including but not limited to acts of God, epidemics and pandemics, war, riot, invasion, acts of terrorism, strike, computer virus, infiltration or hacking by a third-party, power failures, fire, flood, storm or other natural disaster.
- 12.5. Your use of the EbonPay Platform and services is conducted electronically, and you agree that we may communicate with you electronically for all aspects of your use of the EbonPay and services, including sending you electronic notices.
- 12.6. The provisions of these Terms of Use which by their nature survive termination or expiry of these Terms of User, will survive termination or expiry of these Terms of Use.
- 12.7. No waiver, delay or failure by us to take any action shall constitute or be construed as a waiver of that or any other term, condition, option, privilege or right we may have.
- 12.8. Although the EbonPay Platform and services may be provided in languages other than English, the version of these Terms in English will prevail to the extent of any inconsistency and to the extent of the inconsistency only.
- 12.9. The word “including” when used in these terms of use is not a term of limitation.
- 12.10. In these Terms of Use, the plural includes the singular and the singular includes the plural.

13. Governing law

- 13.1. These Terms of Use are governed by and are to be construed in accordance with the laws of New South Wales, Australia. You agree to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms of Use or this Platform.