

Terms of Use - Trading Mate Pty Ltd

ABN 28 165 606 459

All dealings between you and Trading Mate are subject to these Terms of Use (Terms). You warrant that you have had the opportunity to read these Terms and to seek your own independent advice (including legal advice) about them and you further warrant that you enter into these Terms with full understanding of them and after undertaking such negotiations about them as you desired. These Terms constitute the entire agreement between us and all previous negotiations, warranties, undertakings and understandings are hereby superseded. Our relationship is that of supplier (Trading Mate) of services and benefits to public users and business consumers (Members). We are not partners, joint venturers, employer and employee or principal and agent. Unless the context otherwise requires: reference to a person includes any other entity recognised by law and vice versa; the singular includes the plural and vice versa; one gender includes every gender; reference to party includes their executors, administrators or permitted assigns or, being a company, its successors or permitted assigns; an agreement, representation or warranty on the part of two or more persons binds each and all of them; an agreement, representation or warranty in favour of two or more persons if for the benefit of each and all of them; clause headings are for reference purposes only; reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it.

1. Your acceptance

1.1 These are the Terms on which Trading Mate Pty Ltd ACN 165 606 459 and where the context permits includes its officers, employees, franchisees, contractors, partners and agents (referred to as Trading Mate, we, our or us) permits users (referred to as Members, you and yours and where the context permits includes your officers, employees, contractors and agents) to access and use the Trading Mate website <http://www.tradingmate.com.au> (TradingMate.com.au) including using the services and functionality made available through TradingMate.com.au, viewing Content (defined in clause 6 of these Terms) provided by Trading Mate, communicating with Trading Mate, reviewing benefit and service information and submitting payment for benefits, services or both through the online payment page, via direct deposit or through a third party.

1.2 You agree to be bound by these Terms when you:

- a) login, use, browse or access any part of TradingMate.com.au;
- b) register a Member account with TradingMate.com.au; or

c) submit a payment through the Checkout for benefits and/or services.

d) direct deposit a payment to Trading Mate Pty Ltd as per clause 3.14

e) make a payment through a 3rd party for a TradingMate.com.au Membership

1.3 Trading Mate may from time to time review and update these Terms to take account of new laws, regulations, products or technology. Your use of TradingMate.com.au will be governed by the most recent Terms posted on TradingMate.com.au. By continuing to use TradingMate.com.au, you agree to be bound by the most recent Terms. It is your responsibility to check TradingMate.com.au regularly for updated versions of the Terms.

2. Username & Passwords

2.1 You are required to enter an email address in order to obtain a Member account on TradingMate.com.au. This initial email address will constitute your Username for the period you retain an uninterrupted Member account on TradingMate.com.au. You may change your email address within your Member account to correctly reflect any business contact updates, however this will not alter your Username email address for login purposes. This email address can only be used once to initiate a Member account and this email address may still be utilized as the Username even if the email account itself has been closed down or if the email address displayed in the TradingMate.com.au Member account has changed. If an activated Member (clause 3.6 of these Terms) of Trading Mate wishes to upload more than one Member account, they must use a different email address for each account.

2.2 You will be required to enter a Password when registering your Member account on TradingMate.com.au. You acknowledge that if you disclose this Password to another party you will be fully responsible for all acts and omissions of any person who enters into a transaction using your Password, as if they were your own acts and omissions. Trading Mate will not in any event be liable for any loss, damage, claims, costs or expenses arising out of the use or misuse of the Password, and you will indemnify Trading Mate against all loss, damage, claims, costs or demands in this regard.

2.3 You may elect to change the password at any time using the facility provided on TradingMate.com.au. You must immediately notify Trading Mate of any Password which is lost, inoperable or used in an unauthorized manner.

2.4 By registering a Member account on TradingMate.com.au, you warrant to us that you are at least 18 years of age and possess the legal authority to enter into, and use TradingMate.com.au in accordance with, these Terms. You agree to be financially responsible for all of your use of

TradingMate.com.au (as well as for use of your account by others, including without limitation minors (under 18 years old) living with you or in your care).

3. Membership, Fees & Renewal

3.1 You will be required to register a business profile in TradingMate.com.au to obtain a Member account and submit payment for this via the Checkout page to obtain Membership on TradingMate.com.au. Your business profile will become available for viewing once payment has been received. A Trial Member's business profile does not become visible until payment for their Member account has been received by Trading Mate, or as determined by clause 7 of these Terms.

3.2 You warrant, with regard to all the information you have uploaded to TradingMate.com.au and included in your Member account application, that:

- a) You have provided accurate and up-to-date information in relation to the data and images entered in your business profile and that any and all information will be updated as necessary;
- b) Any and all intellectual property right consents, clearances and authorisations (including from any third party) have been received by you for display in your business profile and, by accepting the images and information as they appear, that the information uploaded in your business profile does not infringe upon any third party intellectual property rights. This includes, without limitation, the provision of copyrighted materials, use of trademarks and/or logos;
- c) You will ensure that the information uploaded does not contain any misrepresentations or warranties relating to Trading Mate;
- d) You will ensure the business profile information uploaded does not contain any misrepresentations or warranties with regard to your qualifications or ability to provide goods/services advertised;
- e) Your uploaded information does not contain any offensive, misleading, derogatory, infringing or unacceptable Content and;
- f) You will promptly inform Trading Mate if there is any change to this information or data, or you will access and alter your business profile accordingly;

g) you will act in good faith when dealing with us and utilizing our systems and/or services, and will promptly do, or arrange for others to do, all things reasonably required to give full effect to the provisions of TradingMate.com.au (and the transactions contemplated by it) and;

h) You indemnify Trading Mate from and against all claims, damages, liabilities, costs and expenses including legal fees on a full indemnification basis arising out of or in any way connected with any breach of that warranty. See further indemnity information clause 12 of these Terms.

3.3 We reserve the right to conduct whatever crosschecks are required to verify and confirm the details of your application for a Member account are accurate as per ASIC (Australian Securities and Investments Commission), abr.gov.au (Australian Business Register) and ACNC (Australian Charities and Not for profits Commission) searches. You acknowledge that any diversions detected from the information that you have included in your Member profile compared with ASIC, ABR and ACNC searches conducted, may render your Member account cancelled, suspended or deactivated until such time as the business profile information matches the publicly available information.

3.4 By submitting payment via the Checkout page or via direct deposit, you are making an offer and commitment to obtain Membership in accordance with these Terms. Once you have submitted payment in accordance with these Terms you will receive an email confirming the details of your Membership and receipt of payment (confirmation email). Notwithstanding anything to the contrary, we may at any time following receipt of your payment accept, decline, or limit your Membership for any reason whatsoever, whether or not your credit card has been charged or we have otherwise received payment from you.

3.5 Trading Mate may accept or reject a Member account application in its absolute discretion and with no requirement to provide reason. We will contact you within 72 hours after receipt of your Member application payment if your Member account has been removed from public viewing, or if your account has been rejected or disabled. See Refund information clause 4 of these Terms.

3.6 Once payment for a Member account application has been processed at the Checkout or received via direct deposit, the applicant's business profile will be displayed immediately for viewing by the public and their optional information is available for viewing by other "activated Members" (from herein known as Members) of TradingMate.com.au.

3.7 An approved Member account equates to 12 months Membership on TradingMate.com.au, and enables the Member to login to access additional information of the other activated Members of TradingMate.com.au.

3.8 Your Membership information is available for viewing only for the region/s accepted and paid for at the Checkout page. You may apply for Membership for an additional region/s at additional cost.

Additional regions added and paid for during any 12 month Membership are only valid until the next Membership period becomes due.

3.9 You will be required to renew your Membership on an annual basis in order to continue to display your business profile and access the additional information in the business profiles of other Members of TradingMate.com.au. Your annual Membership renewal date is the same date in each calendar year that Trading Mate accepted your application (for example an application for Membership that was accepted on 16 May will fall due for renewal on each 16 May, or as noted in the bottom right hand corner of your full business profile display). If you decline to renew your Membership, it will expire one year after you joined TradingMate.com.au. As per clause 3.8 of these Terms, additional regions purchased during a Membership period are only available until the end of that 12 month Membership and must be paid for again upon renewal (if the additional region/s are still required) of your next 12 month Membership period. Membership will be cancelled or suspended after the expiration of one year and if payment is not received by Trading Mate within 21 days of the Member's renewal date via the Checkout page, Trading Mate will remove your Content from TradingMate.com.au and remove your listing position.

3.10 You acknowledge Membership fees may be altered from time to time as determined by Trading Mate and that you will only be required to pay any adjusted amounts upon your next term of renewal. Any discount for special, concessionary or promotional Membership fees applies once only. Any Member that applies for Membership subject to the Terms of a particular Membership promotion is bound by the Terms of that promotion.

3.11 Trading Mate may from time to time offer additional services and/or benefits and may charge additional amounts for the provision of those services and/or benefits. Trading Mate is only obliged to provide you with additional services or benefits once payment for those additional services and/or benefits has been made in cleared funds and only while you retain Membership. We may modify prices and service/benefit offerings at our discretion for any reason (including but not limited to changes in market conditions and changes in availability, errors in advertising, and in other circumstances).

3.12 Members must nominate a Contact Person, for the purposes of dealing with Trading Mate and who holds full responsibility and liability for any and all transactions conducted under your Membership and as the respondent to any contacts or requests with regard to any business actions or transactions conducted as a direct result of your Trading Mate Membership. Trading Mate is only bound to conduct dealings with the Member via that Contact Person. The Member may nominate a replacement Contact Person by updating this information in your business profile. Your Contact Person warrants that they have authority to enter into these Terms and to bind you to these Terms. If you are trustee for a trust, then you and your successors as trustee for that trust will be liable in your own right and as trustee for the trust. Nothing releases you from any liability in a personal capacity. If you are a Corporation then Trading Mate is entitled to act upon instructions of any person held out to it as having authority to give instructions without the necessity for Trading Mate

to enquire into the authority of the person who gives those instructions. If your business consists of two or more persons then:

(a) Instructions given by any one of those persons is binding on the others and Trading Mate is not required to enquire into the authority of the person who instructs Trading Mate;

(b) These Terms and conditions bind them jointly and severally.

You warrant that any replacement contact person has had the opportunity to address and accept these Terms upon the date you changed the contact person details in your business profile on TradingMate.com.au.

3.13 We accept Online Payment using VISA and MasterCard credit cards only. When making a payment, you authorise us to debit the amount that is payable from your nominated credit card account. If we are unable to successfully process your credit card for your Member application that is accepted by us, then we may cancel your Member application. You must not pay, or attempt to pay, through any fraudulent or unlawful means. We will, by email, provide you with a receipt at the time of payment which specifies the total fees and charges for the benefits and services in your Member application. All transactions are processed in Australian Dollars. Prices are inclusive of goods and services tax. Unless specified otherwise in writing, all figures and amounts are inclusive of Australian GST.

3.14 We can accept direct debit payments upon invoice to Suncorp BSB 484 799 A/c No 509093508 A/c Name Trading Mate Pty Ltd. Ensure Invoice no and Business Name is included in the deposit information. No responsibility is taken for incorrect deposit information that may lead to any delays in activating your Member profile. Upon payment your invoice is deemed a receipt for the transaction. All transactions are processed in Australian Dollars. Prices are inclusive of goods and services tax. Unless specified otherwise in writing, all figures and amounts are inclusive of Australian GST.

3.15 Payments made to a third party for a TradingMate.com.au Membership are subject to these Terms of Use and the accompanying Privacy Policy.

3.16 You will be in default if: you fail to make renewal payments to us when due, you otherwise fail to strictly comply with these Terms, if (in Trading Mate's reasonable opinion) there is an adverse change in your financial position, you become bankrupt or commit an act of bankruptcy or enter into a scheme or arrangement or composition with your creditors or, being a Corporation if an administrator, liquidator, receiver or receiver and manager is appointed or if you become incapable of managing your own affairs.

Upon default, Trading Mate may in its discretion do any one or more of the following:

- a) withhold or suspend your access to TradingMate.com.au.
- b) declare that all amounts owing to Trading Mate are immediately due and payable, whereupon such amount must be paid by you on demand;
- c) terminate this Agreement;

4. Rejections & Refund Policy

4.1 Membership fees are not refundable in any circumstances including if you resign or if your Membership is terminated or ends for any reason whatsoever. We do not normally provide a refund if you have simply changed your mind about becoming a Member. The Membership fee may be refunded to you should the application for Membership be rejected. You will not be refunded if your ABN has been cancelled or your business has ceased trading during the period of a paid Membership.

4.2 In the case that a Membership has been rejected;

- a) you may be entitled to a refund if the initial transaction processed through the Checkout has occurred during the preceding 72 hours, or;
- b) No refund will be provided or apportioned if you are in breach of any of the Terms or obligations in this Agreement and (if the breach is capable of remedy) the breach has not been remedied within fourteen (14) days of notification from us setting out the breach and requiring it to be remedied.
- c) Refunds will only be given via the credit card used to initiate the payment or;
- d) If the refund has been approved and payment to TradingMate.com.au was initially made via direct deposit, you will need to email your specific bank details to admin@tradingmate.com.au.

4.3 The right to receive the refund of that application fee is the only remedy that you have if your application is rejected.

5. My Website & Services

5.1 You consent to having all images and business information entered by you onto TradingMate.com.au to be used to produce a template for My Website specifically designed for your business. You acknowledge My Website can only be registered as a .com.au address. Services refers to the domain registration and hosting Services provided to you for the availability and access to My Website for each 24 month period that you accept our offer by remitting payment for such through the TradingMate.com.au Checkout.

5.2 You acknowledge that the term of your domain registration and hosting is no longer than 24 months from the date your domain name is registered. You will be notified of the renewal Terms and costs which will be determined prior to or at the time the initial 24 months has expired and may be adjusted at the sole discretion of Trading Mate.

5.3 You must additionally accept these Terms for My Website before remitting payment to Trading Mate via the Checkout page. Once payment has been submitted it may take up to 10 business days to activate the domain registration and upload My Website onto the internet.

5.4 You acknowledge that you accept the My Website offer by submitting payment via the Checkout page. Your acceptance of My Website warrants the following inclusions:

- a) You have provided accurate and up-to-date information in relation to the data and images entered in your business profile and that any and all information will be updated as necessary on My Website and;
- b) Any and all intellectual property right consents, clearances and authorisations (including from any third party) have been received by you for display in My Website and, by accepting the images and information as they appear, the business information displayed in My Website does not infringe upon any third party intellectual property rights. This includes, without limitation, the provision of copyrighted materials, use of trademarks and/or logos and;
- c) You will ensure that the information uploaded onto My Website does not contain any misrepresentations or warranties relating to Trading Mate and;
- d) You will ensure the information uploaded onto My Website does not contain any misrepresentations or warranties with regard to your qualifications or ability to provide goods/services advertised in My Website and;

e) does not contain any offensive, misleading, derogatory, infringing or unacceptable Content and;

f) you will comply with all applicable laws relating to your use of My Website (including without limitation, your use of our Services), and you will not be involved in any activity which may directly or indirectly bring us or any third party supplier into disrepute and;

g) you will act in good faith when dealing with us and utilising our Services, and will promptly do, or arrange for others to do, all things reasonably required to give full effect to the provisions of the My Website Service (and the transactions contemplated by it) and;

h) Should your adherence to any of the above inclusions be disputed by us, you will immediately rectify the issue, remove My Website or accept that Trading Mate will remove My Website without refund or financial compensation and;

i) You acknowledge that we are required to honour a contract to a third party on your behalf for the purchase of the domain and for ongoing hosting costs for My Website and we must adhere to policies, Terms & conditions in relation to this third party contract.

j) You may only choose from standard .com.au domain names. If the name you have chosen is considered to be a "premium" domain name, additional fees will apply. A representative from Trading Mate will contact you if the name you have chosen is considered to be in the "premium" category to ascertain whether you wish to continue with the purchase at an increased fee, determined on a case by case basis, or whether you would like to choose another standard .com.au name that will be included in the \$396 My Website purchase.

You indemnify Trading Mate from and against all claims, damages, liabilities, costs and expenses including legal fees on a full indemnification basis arising out of or in any way connected with any breach of that warranty. See further indemnity information clause 12 of these Terms.

5.5 We make no warranty, express or implied, that

a) the Service, access and use of the Service, or information received by any party through use of the Service, will be uninterrupted, error-free, virus-free, timely, secure, accurate, reliable or of any particular quality or standard, or

b) Any Terms and conditions made available to you through the Services are valid, enforceable or comply with all applicable laws and;

c) In no event will we be liable to you for loss of data, or the inability to retrieve data, resulting from or incidental to the use of My Website and the Service.

5.6 For each 24 month term that Trading Mate hosts your My Website, you are restricted to 1 gig of storage for uploaded information in My Website and your monthly hosting is restricted to 10 gig data transfer.

5.7. We may immediately suspend your My Website, or the provision of Services, where you fail to comply with any of the Terms (including without limitation, complying with payment Terms and any Service Terms and/or domain Terms (as applicable)). We will not be liable in any way for suspension of My Website or the provision of Services (including any non-performance of Services).

5.8 Trading Mate require that the TM logo will remain embedded in the bottom right hand corner of My Website for the entire period that Trading Mate hosts My Website. Trading Mate gives express permission for this singular logo only to be displayed on My Website and only for the period that we host My Website. The logo is a link to the TradingMate.com.au website and must remain visible and active for each 24 month term of this Service upon payment for My Website.

6. Content

6.1 TradingMate.com.au is owned and operated by or on behalf of Trading Mate Pty Ltd.

6.2 Specifically excluding the uploaded Content for the Member account business profiles, all intellectual property rights contained in the Content (Content) of TradingMate.com.au, is owned, registered or licensed by Trading Mate. This includes images of people or places, copyright and patents, comments, communication, advice, text, training materials, trademarks, logos, service names and trade names.

6.3 The Content on TradingMate.com.au is for general information purposes only. Trading Mate does not warrant or make any representations as to any Member products or services described or referred to on TradingMate.com.au. Any use of the Content by another person or organisation is at the user's own risk.

6.4 The Content on TradingMate.com.au is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third

parties. Inclusion of Content on TradingMate.com.au is not an endorsement of any organisation, product or service.

6.5 We may modify any information on TradingMate.com.au (including Content) at our discretion for any reason. All updates and modifications to TradingMate.com.au (including Content) will be subject to these Terms.

6.6 Trading Mate reserves the right to use its artwork or Content if you do not upload your own artwork or Content. Trading Mate reserves the right to remove or alter your Content on TradingMate.com.au in its discretion.

6.7 You acknowledge that the position of your listing on TradingMate.com.au will be determined in Trading Mate's absolute discretion and is based primarily on trading category/s, number of employees and date of initial Membership. You acknowledge that if your Membership is interrupted for any reason, you may lose your listing position.

6.8 Subject to these Terms, while you are a Member you may login to TradingMate.com.au to access the additional Member information for all business profiles uploaded onto TradingMate.com.au and to upload or adjust your own business profile information Content to TradingMate.com.au. You are permitted to upload such quantity of Content as Trading Mate determines from time to time. Trading Mate may in its absolute discretion from time to time determine to change the quantity of Content.

6.9 You acknowledge your contact information uploaded onto TradingMate.com.au allows the public and other Members access to that information. Trading Mate cannot be held responsible for any unwarranted access to that information from sources beyond our control. Excepting the franchisees, trial franchisees and employees of Trading Mate, we commit to ensuring no database of Trading Mate Member information will be provided to any other person or organisation for any reason whatsoever.

6.10 If you have a complaint regarding any Content on TradingMate.com.au, Trading Mate 's sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

7. Option for Trading Mate to add your business information

7.1 If you have taken advantage of the "I'm too busy – add my business for me" option, you are hereby authorizing TradingMate.com.au to collect your information from other sources that display

publicly available images and information about your business, ie your website, ASIC, www.abr.gov.au, and/or your social media pages.

7.2 You also warrant that any images, graphics and wording, attachments, downloads and logos available via these publicly available platforms is owned by you and is not encumbered or under any copyright rules from any other organization. TradingMate.com.au is not liable for any breaches of copyright or intellectual property that belongs to any other source with regard to information, links and images uploaded on behalf of members who use the “I’m too busy – add my business for me” option. Refer to clauses 11. Intellectual Property & Competition, and, 12. Indemnity, for further clarification regarding loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising.

8. Links

8.1 TradingMate.com.au displays links to external internet sites, and other external internet sites may link to TradingMate.com.au. Trading Mate provides those links to other websites as a ready reference for searching for third party goods and services on the internet and not as an endorsement, support or sponsorship of those websites, their operators, the goods, services or Content that they describe. Trading Mate makes no warranty or representation regarding the quality, accuracy, merchantability or fitness for purpose of any material on other websites to which TradingMate.com.au is linked. Further, Trading Mate is not required to maintain or update those links.

8.2 Facebook and other websites which are linked to TradingMate.com.au, are not covered by these Terms, and may have their own Terms and conditions and Privacy Policy. If you choose to access these linked sites, you do so at your own risk. Trading Mate is not responsible for and will not be liable in respect of the Content or operation of those websites or any of the goods, services or Content that they describe. Trading Mate is not responsible for and will not be liable in respect of any incorrect link to an external website.

9. Security, Access and Communication

9.1 You agree to receiving information from Trading Mate in electronic format. You also consent to receiving information from or via Trading Mate in relation to services that it provides or services of other parties associated with Trading Mate that we may choose to forward to you. You have uploaded your contact information in your Member account application and agree to receiving information from the public and other entities listed on TradingMate.com.au.

9.2 Trading Mate does not warrant that you will have continuous access to TradingMate.com.au. Trading Mate will not be liable if TradingMate.com.au is unavailable to you due to computer

downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply. You acknowledge that TradingMate.com.au may from time to time be inaccessible due to program maintenance or circumstances beyond Trading Mate's control. Trading Mate will attempt to minimise disruption caused by program maintenance or circumstances within its control. You release Trading Mate from any liability arising on any account whatsoever because of the inability to access or use TradingMate.com.au.

9.3 Trading Mate does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.

9.4 Whilst Trading Mate takes all reasonable precautions to protect information transmitted via TradingMate.com.au (for instance, when you access your Member account, or you make a purchase, a secure connection via Secure Socket Layer (SSL) technology is established with your web browser to ensure that your details are encrypted and securely communicated to us), Trading Mate cannot and does not guarantee the security or confidentiality of these communications or the security of TradingMate.com.au.

9.5 Trading Mate does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across TradingMate.com.au and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise. Under no circumstances will Trading Mate be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to communication with or access to (or lack of) TradingMate.com.au.

9.6 Access and use of TradingMate.com.au is at the risk of the person using it and Trading Mate is released from any action or demand arising directly or indirectly as result of access or use of TradingMate.com.au. TradingMate.com.au may only be used in accordance with these Terms and conditions and for purposes directly related to the Trading Mate business. TradingMate.com.au must not be used for any purpose which are illegal, unethical or immoral. TradingMate.com.au must not be used in any way which in reasonable opinion of Trading Mate is a misuse of TradingMate.com.au or which may be detrimental to TradingMate.com.au or other Members or users of TradingMate.com.au. Use of TradingMate.com.au will otherwise be in accordance with the specifications, requirements and directions of Trading Mate from time to time as updated in these Terms.

9.7 Use of TradingMate.com.au may involve using software that resides in Trading Mate's server or in the cloud. In placing data on Trading Mate's server or in the cloud, you agree that Trading Mate is

authorised to use that information for purposes consistent with the objects of the Trading Mate business and these Terms.

9.8 From time to time you may be introduced to possible business opportunities (including possible business opportunities involving the general public and/or other Members) via TradingMate.com.au and you acknowledge and agree that:

- a) Trading Mate may in its absolute discretion determine which Members will be invited to participate in particular business opportunities;
- b) Trading Mate makes no warranty as to the legality, correctness, completeness or accuracy of any information provided to you via TradingMate.com.au and you acknowledge that you must rely upon your own enquiries and due diligence and take your own independent legal, financial and business advice in relation to any business opportunities that are introduced to you via TradingMate.com.au and;
- c) You participate in any business opportunity presented to you via TradingMate.com.au solely at your risk.

9.9 Subject to any express written agreement that may be reached between the participants in a business opportunity, you participate in a business opportunity and undertake all investigations and due diligence and take all advice in relation to that business opportunity at your own cost and expense and that;

- a) Any dispute you may have with a business listed on TradingMate.com.au or the general public must be resolved directly between you and the business listed on TradingMate.com.au or the general public. Trading Mate has no responsibility to participate in or to resolve any such dispute.
- b) You release Trading Mate from any liability in relation to any of the matters disclosed in the preceding paragraph.

9.10 You must comply with all laws when accessing and using TradingMate.com.au. It is your responsibility to take your own accounting and financial advice about transactions conducted via TradingMate.com.au.

9.11 You must obtain our prior written consent to use, copy, modify, transmit, store, publish or distribute any of the material on TradingMate.com.au or create any material using material from TradingMate.com.au (unless you are otherwise permitted by law to do any of those things).

9.12 TradingMate.com.au may store one or more cookies (that is, small pieces of information stored on your web-browser) in your browser, request that your browser transmit that data back to the web server or make a request for your browser to transmit a cookie that has been stored on your browser by another site within the same internet domain. You acknowledge that if you disable the use of cookies on your browser, or remove or reject specific cookies, then you may not be able to access all of the details on TradingMate.com.au or features of TradingMate.com.au. See further information regarding cookies in our Privacy Policy.

9.13 You may only login to access the additional business information of other Members whilst your Membership is current. Your login access to TradingMate.com.au or any feature of TradingMate.com.au, may be cancelled, deactivated or suspended at the sole discretion of Trading Mate, and without prior notice, at any time or for any reason (including due to your breach or alleged breach of these Terms). Any indemnities given by you and any limitations of our liability survive such termination.

9.14 Trading Mate Pty Ltd does not warrant, encourage or condone business transactions that are not reportable to the Australian Taxation Office. You acknowledge that the economic value of barter/exchange transactions, conducted as part of your business activities with any other business listed on TradingMate.com.au, must be recorded as income/expenses in your business accounts for entry into your business income tax return as per the recording of any and all business transactions.

10. Prohibited uses

Unless expressly permitted by and in accordance with these Terms, you agree that in accessing and using TradingMate.com.au, you will not:

- a) download (other than page caching) or modify TradingMate.com.au or any portion of TradingMate.com.au;
- b) impersonate or falsely claim to represent a person or organisation;
- c) frame TradingMate.com.au without Trading Mate 's express written permission; or
- d) post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use TradingMate.com.au in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights.

11. Intellectual Property & Competition

11.1 You warrant that you are the sole owner of the full copyright and all other intellectual property rights in the Content that you upload to TradingMate.com.au or that you hold valid license to use a third party's copyright or intellectual property rights in relation to that material that permits uploading and usage of that material on TradingMate.com.au.

11.2 You acknowledge that as against Trading Mate and you, all copyright and intellectual property rights in TradingMate.com.au (except for your material referred to in the preceding paragraph) is the property of Trading Mate and you have no rights to use any of the intellectual property of Trading Mate, including without limitation its name or logo/s, unless you have obtained the express written consent of Trading Mate or unless in accordance with these Terms.

11.3 While you are a Member and for a period of three (3) years, two (2) years or one (1) year after you cease to become a Member (whichever is the longest period enforceable at law) you must not (whether on your own account or as a Member of a partnership, joint venture, corporation, beneficiary of a trust or on any account whatsoever) and you must ensure that your officers, employees and contractors do not, within Australia, the State in which you operate, or the region(s) in which you are a Member (whichever is the largest area) enforceable at law, establish a business that competes with TradingMate.com.au or the business of Trading Mate.

12. Indemnity

12.1 You will fully indemnify Trading Mate in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- a) any breach of these Terms by you;
- b) your use of TradingMate.com.au;
- c) your communications with Trading Mate or;
- d) communications or transactions conducted with Trading Mate Members.

12.2 You must pay Trading Mate's legal costs (on a full indemnification basis) of enforcing any of its rights under these Terms and conditions.

12.3 Certain provisions of the Competition and Consumer Act 2010 (Cth) and other statutes, rules and regulations in Australia may imply certain non-excludable warranties or conditions or mandate certain statutory guarantees. If the Australian Consumer Law does not apply to the Terms and conditions, then except for any Terms, conditions or warranties implied by law which are not capable of exclusion, or as otherwise expressly provided in these Terms and agreements, all conditions, warranties, Terms, undertakings, duties and obligations expressed or implied by law in any way relating to goods or services (including as to merchantability, fitness or otherwise) are hereby expressly excluded and Trading Mate shall not be liable in contract, tort, negligence, breach of statutory duty or otherwise in respect of any loss or damage claimed for demands of any nature arising directly or indirectly out of provision of goods or the supply or services by Trading Mate.

a) We specifically disclaim any and all warranties, representations, Terms and conditions related to or in connection with the products, services and performance of third parties, regardless of whether you are aware that any such product, service or performance is provided by a third party.

b) If Trading Mate is prevented from or restricted in carrying out its obligations on any matter beyond the Trading Mate's reasonable control, then Trading Mate is excused from carrying out its obligations to the extent of the cause of the non-performance.

c) Any failure by Trading Mate to exercise any right does not operate as a waiver and the single or partial exercise of any right by Trading Mate does not preclude any other or further exercise of that or any other right by Trading Mate.

d) Trading Mate's rights are cumulative and not exclusive of any rights provided by law.

e) To the maximum extent permitted by law, you agree that we exclude all liability for indirect and consequential loss or damage of any kind, loss or corruption of data, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Agreement.

12.4 If the Australian Consumer Law applies to these Terms, then Trading Mate's services come with guarantees that cannot be excluded under the Australian Consumer Law including that the Consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Where it is lawful to do so Trading Mate limits its liability for failure to comply with a consumer guarantee to one or more of the following:

- a) the supplying of the Member services again; or

- b) the payment of the cost of having the Member services supplied again.

12.5 You agree to indemnify, keep indemnified and hold us harmless from and against any and all actions, claims, proceedings, losses, damages, costs and expenses (including legal fees and expenses on a solicitor/client basis) and other liabilities of whatever nature, whether foreseeable or not, and whether direct or indirect, incurred by us in respect of any claim

- a) by a third party arising in connection with these Terms (except to the extent such a third party claim arises as a direct result of our breach), and/or

- b) Arising in connection with your breach of this Agreement.

13. Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Queensland, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter. Any legal action in relation to this Agreement must be commenced in Cairns, Queensland, Australia.

14. Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

Note: If any term of these Terms is or becomes illegal or unenforceable it will be severed and none of the remaining Terms will be affected.

15. Privacy and Personal Information

Any Personal Information submitted by you to Trading Mate is subject to and will be handled in accordance with Trading Mate's Privacy Policy. The Privacy Policy forms part of these Terms and can

be found attached to these Terms. You agree that, by using TradingMate.com.au or communicating with Trading Mate, you have read the Privacy Policy, understood its Contents and consented to its requirements.

a) Unless you expressly in writing advise otherwise all information provided by you to Trading Mate is provided on the basis that it is not confidential or commercially sensitive. Trading Mate is authorised to disseminate any information provided to it by you to other Members and the general public via TradingMate.com.au however Trading Mate may not disseminate your financial details.

b) It is your responsibility to protect your confidential information and intellectual property. Trading Mate accepts no responsibility or liability to protect any of your confidential information or intellectual property.

c) Trading Mate retains information in relation to you and uses it only for the purpose for which it was collected or where you would reasonably expect Trading Mate to use or disclose information as part of normal business activities, or when required by law. You may access its information and correct and update that information at any time by contacting Trading Mate.

d) Trading Mate does not store or record any of your financial, payment or credit card details on the TradingMate.com.au website, in any Trading Mate databases or in any format whatsoever.

e) Renewal information of your credit card details is accessed via the eWay TOKEN API system. For further information go to: <https://www.eway.com.au/legal/> & <https://www.eway.com.au/about-eway/technology-security/>

See full Privacy Policy document.

16. Contacting us

If you have questions about TradingMate.com.au, these Terms or the Privacy Policy, please contact us at privacyofficer@tradingmate.com.au or on 1300 862 837

Last updated: [27/11/2020]

