

AIR AMPLIFY WEB HOSTING SERVICES

WEBSITE TERMS AND CONDITIONS OF SERVICE / USER AGREEMENT

This Terms and Conditions Agreement ("**Agreement**") is a legal document that explains your rights and obligations as a user of Web Hosting from Air Amplify Pty Ltd (the "**Company**").

Web Hosting is an online service offered by the Company. By accessing or using any website with an authorised link to the Website and/or the App, registering an account or accessing or using any content, information, services, features or resources available or enabled via the Website and/or the App (collectively, the "**Services**"), clicking on a button or taking another action to signify your acceptance of this Agreement, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Services; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organisation or other legal entity on whose behalf you use the Services.

Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.

1. REGISTRATION AS A USER; APPLICATION OF TERMS TO YOU; YOUR ACCOUNT

You become a user of Services ("**User**") by completing the registration of an account for Services ("**Account**"). This Agreement takes effect as soon as you indicate your acceptance of these terms. You may not become a User if you are under the age of 18. Services is not intended for persons under 18 and the Company will not knowingly collect personal information from persons under the age of 18.

When registering an Account, you agree to provide only true, accurate, current and complete information requested by the registration form (the "**Registration Data**") and to promptly update the Registration Data thereafter as necessary. The Registration Data may include personally identifiable information such as, your email address, name, phone number, postal address, personal data relating directly or indirectly to you, practicable for the identity of you and other information. Your submission of Registration Data through the Services is governed by Company's Privacy Policy (the "**Privacy Policy**"), which we strongly advise and require you to read before using the Services.

You represent that you are not barred from using the Services under any applicable law and that you will be responsible for all activities that occur under your Account. You agree to monitor your Account to restrict its use by minors and other unauthorized users and agree not to share your Account or password with anyone. You further agree to notify the Company immediately of any unauthorized use of your

password or any other breach of the security of your Account and to exit from your Account at the end of each session. You agree not to create an Account using a false identity or alias or if you previously have been banned from using any of the Services. You further agree that you will not maintain more than one Account for the same the Company service at any given time. The Company reserves the right to remove or reclaim any usernames at any time and for any reason. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of the Company.

A. Contracting Party

For any interaction with Services your contractual relationship is with the Company. Except as otherwise indicated at the time of the transaction, any transactions you make on Services are being made from the Company.

B. Subscriptions; Content and Services

As a User you may obtain access to certain services, software and content available to Users. The Services service and any other software, content, and updates you download or access via Services, including but not limited to the Company or third-party content, and any virtual items you trade, sell or purchase in Services are referred to in this Agreement as “**Content and Services**”; the rights to access and/or use any Contents and Services accessible through Services are referred to in this Agreement as “**Subscriptions**”.

Each Subscription allows you to access particular Content and Services. Some Subscriptions may impose additional terms specific to that Subscription (“**Subscription Terms**”). The Subscription Terms and the Company Privacy Policy are binding on you once you indicate your acceptance of them or of this Agreement.

C. Your Account

Your Account may also include billing information you provide to the Company for the purchase of Subscriptions, Content and Services and any physical merchandise offered for purchase through Services (“**Product**”). You may not reveal, share or otherwise allow others to use your password or Account except as otherwise specifically authorised by the Company. You are responsible for the confidentiality of your login and password and for the security of your computer system. The Company is not responsible for the use of your password and Account or for all of the communication and activity on Services that results from use of your login name and password by you, by any person to whom you may have intentionally or by negligence disclosed your login and/or password in violation of this confidentiality provision. Unless it results from the Company’s negligence or fault, the Company is not responsible for the use of your Account by a person who fraudulently used your login and password without your permission. If you believe that the confidentiality of your login and/or password may have been compromised, you must notify the Company via the support form support@airamplify.com.au without any delay.

Your Account, including any information pertaining to it (e.g.: contact information, billing information, Account history and Subscriptions, etc.), is strictly personal. You may therefore not sell or charge others for the right to use your Account, or otherwise transfer your Account, nor may you sell, charge others for the right to use, or transfer any Subscriptions other than if and as expressly permitted by this Agreement (including any Subscription Terms) or as otherwise specifically permitted by the Company.

D. Payment Processing

Payment processing related to Content and Services and/or physical goods purchased on Services is performed by either the Company directly or by the Company's affiliates on behalf of the Company depending on the type of payment method used. In any case, delivery of Content and Services as well as physical goods is performed by the Company.

2. LICENSES

A. General Content and Services License

Services and your Subscription(s) require the automatic download and installation of Content and Services onto your computer. The Company hereby grants, and you accept, a non-exclusive license and right, to use the Content and Services for your personal, non-commercial use (except where commercial use is expressly allowed herein or in the applicable Subscription Terms). This license ends upon termination of (a) this Agreement or (b) a Subscription that includes the license. The Content and Services are licensed, not sold. Your license confers no title or ownership in the Content and Services. To make use of the Content and Services, you must have a Services Account and you may be required to be running the Services client and maintaining a connection to the Internet.

For reasons that include, without limitation, system security and stability, Services may need to automatically update, pre-load, create new versions of or otherwise enhance the Content and Services and accordingly, the system requirements to use the Content and Services may change over time. You consent to such automatic updating. You understand that this Agreement (including applicable Subscription Terms) does not entitle you to future updates, new versions or other enhancements of the Content and Services associated with a particular Subscription, although the Company may choose to provide such updates, etc. in its sole discretion.

B. License to Use the Company's Content in Derivative Work

The Company appreciates the community of Users that creates secondary and audio-visual works that reference the Company's content ("**Derivative Work**"). You may incorporate content from the Company into your Derivative Work. Except as otherwise set forth in this Clause or in any Subscription Terms, you may use, reproduce, publish, perform, display and distribute Derivative Work that incorporates content from the Company however you wish, but solely on a non-commercial basis.

If you incorporate any third-party content in any Derivative Work, you must be sure to obtain all necessary rights from the owner of that content.

C. Ownership of Content and Services

All title, ownership rights and intellectual property rights in and to the Content and Services and any and all copies thereof, are owned by the Company and/or its or its affiliates' licensors. All rights are reserved, except as expressly stated herein. The Content and Services is protected by copyright laws, international copyright treaties and conventions and other laws. The Content and Services contains certain licensed materials and the Company's and its affiliates' licensors may protect their rights in the event of any violation of this Agreement.

D. Restrictions on Use of Content and Services

You may not use the Content and Services for any purpose other than the permitted access to Services and your Subscriptions, and to make personal, non-commercial use of your Subscriptions, except as otherwise permitted by this Agreement or applicable Subscription Terms. Except as otherwise permitted under this Agreement (including any Subscription Terms or Rules of Use), or under applicable law notwithstanding these restrictions, you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the Content and Services or any software accessed via Services without the prior consent, in writing, of the Company.

You are entitled to use the Content and Services for your own personal use, but you are not entitled to: (i) sell, grant a security interest in or transfer reproductions of the Content and Services to other parties in any way, nor to rent, lease or license the Content and Services to others without the prior written consent of the Company, except to the extent expressly permitted elsewhere in this Agreement (including any Subscription Terms or Rules of Use); (ii) host or provide services for the Content and Services or emulate or redirect the communication protocols used by the Company in any network feature of the Content and Services, through protocol emulation, tunnelling, modifying or adding components to the Content and Services, use of a utility program or any other techniques now known or hereafter developed, for any purpose including, but not limited to network over the Internet, network utilizing commercial or non-commercial networks or as part of content aggregation networks, websites or services, without the prior written consent of the Company; or (iii) exploit the Content and Services or any of its parts for any commercial purpose, except as expressly permitted elsewhere in this Agreement (including any Subscription Terms).

E. License to Use the Company Developer Tools

Your Subscription(s) may include access to various the Company tools that can be used to create content ("Developer Tools"). Otherwise, you may use the Developer Tools, and you may use, reproduce, publish, perform, display and distribute any content you create using the Developer Tools, however you wish, but solely on a non-commercial basis.

3. BILLING, PAYMENT AND OTHER SUBSCRIPTIONS

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You also agree to pay all applicable taxes. You must provide the Company with valid payment information in connection with your orders. By providing the Company with your payment information, you agree that (i) the Company is authorised to immediately invoice your Account for all fees and charges due and payable to the Company hereunder, (ii) the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services), and (iii) no additional notice or consent is required for the foregoing authorisations. You agree to immediately notify the Company of any change in your payment information. The Company reserves the right at any time to change its prices and billing methods. If payment cannot be charged to your payment card or your payment is returned for any reason, the Company reserves the right to either suspend or terminate your access to the paid-for services.

A. Payment Authorization

When you provide payment information to the Company or to one of its payment processors, you represent to the Company that you are the authorized user of the card, PIN, key or account associated with that payment, and you authorize the Company to charge your credit card or to process your payment with the chosen third-party payment processor for any Subscription, Product or other fees incurred by you. the Company may require you to provide your address or other information in order to meet their obligations under applicable tax law.

For Subscriptions subject to automatic renewal after an agreed usage period, where recurring payments are made in exchange for continued use (***“Recurring Payment Subscriptions”***), by continuing to use the Recurring Payment Subscription you agree and reaffirm that the Company is authorised to charge your credit card, or to process your payment with any other applicable third-party payment processor, for any applicable recurring payment amounts. If you have purchased any Recurring Payment Subscriptions, you agree to notify the Company promptly of any changes to your credit card account number, its expiration date and/or your billing address, or your PayPal or other payment account number, and you agree to notify the Company promptly if your credit card or PayPal or other payment account expires or is cancelled for any reason.

If your use of Services is subject to any type of use or sales tax or VAT, then the Company may also charge you for those taxes, in addition to the Subscription or other fees published in the Rules of Use.

You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on content, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, the Company may terminate your access to your Account.

B. Responsibility for Charges Associated With Your Account

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. If you cancel your Account, the Company reserves the right to collect fees, surcharges or costs incurred before cancellation. Any delinquent or unpaid Accounts must be settled before the Company will allow you to register again.

C. Free Subscriptions

In some cases, the Company may offer a free Subscription to certain services, software and content. As with all Subscriptions, you are always responsible for any Internet service provider, telephone, and other connection fees that you may incur when using Services, even when the Company offers a free Subscription.

D. Third Party Sites

Services may provide links to other third party sites. Some of these sites may charge separate fees, which are not included in and are in addition to any Subscription or other fees that you may pay to the Company. Services may also provide access to third-party vendors, who provide content, goods and/or services on Services or the Internet. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility. the Company makes no representations or warranties, either express or implied, regarding any third party site. In particular, the Company makes no representation or warranty that any service or subscription offered via third-party vendors will not change or be suspended or terminated.

4. ONLINE CONDUCT AND ILLEGAL BEHAVIOR

Your online conduct and interaction with other Users should be guided by common sense and basic etiquette. The Company may terminate your Account or a particular Subscription for any conduct or activity that we deem as illegal, improper, or otherwise negatively affects the enjoyment of Services by other Users. You acknowledge that the Company is not required to provide you notice before terminating your Subscription(s) and/or Account.

5. THIRD PARTY CONTENT

In regard to all Subscriptions, Contents and Services that are not authored by the Company, the Company does not screen such third party content available on Services or through other sources. the Company assumes no responsibility or liability for such third party content. Some third party application software is capable of being used by businesses for business purposes - however, you may only acquire such software via Services for private personal use.

6. USER GENERATED CONTENT

A. General Provisions

Services provides interfaces and tools for you to you may submit Content, including sharing, requests or comments to generate content and make it available to other users and/or to the Company at your sole discretion. "**User Content**" means any content you make available through the Services, or otherwise provided to the Company or other users, whether online or offline and whether or not solicited by the Company, or to the Company or its affiliates through your use of the Content and Services or otherwise.

For clarity, you retain all of your ownership rights in your User Content. However, by submitting User Content to the Company, you hereby grant the Company a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, amend, reproduce, distribute, prepare derivative works of, display, publish, adapt, make available online or electronically transmit, and perform the User Content in connection with the Service and the Company's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each Member / user of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display, publish, make available online or electronically transmit, and perform such User Content as permitted through the functionality of the Service and under these Terms and Conditions. The above licenses granted by you in User Content you submit to the Service cannot be terminated or deleted (save for any personal information submitted, which will be subject to local privacy law). You understand and agree, however, that the Company may continue to distribute, or perform, server copies of your User Content relating to templates and documents. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

If you provide the Company with any feedback or suggestions about Services, the Content and Services, or any the Company products or services, the Company is free to use the feedback or suggestions however it chooses, without any obligation to account to you.

The Company has no obligation to pre-screen any content. You use all User Content and interact with other users at your own risk. Without limiting the foregoing, The Company reserves the right in its sole discretion to pre-screen, refuse, or remove any content. The Company shall have the right to remove any content that violates this Agreement or is otherwise objectionable.

B. Representations and Warranties

You represent and warrant to us that you have sufficient rights in all User Content to grant the Company and other affected parties the licenses described under A above.

This includes, without limitation, any kind of intellectual property rights or other proprietary or personal rights affected by or included in the User Content.

You furthermore represent and warrant that the User Content, your submission of that Content, and your granting of rights in that Content does not violate any applicable contract, law or regulation.

C. Feedbacks, Ratings and Reviews

Feedbacks, ratings and reviews posted by users on our Services are User Content that is not endorsed by the Company and does not represent the views of the Company. The Company does not assume liability for ratings and reviews or for any claims for economic loss resulting from such feedbacks, ratings and reviews. Because we expect users to maintain a high level of integrity with respect to feedbacks, ratings and reviews posted through the Services, you agree: (i) to base any rating or review you post only on your first-hand experience with the applicable business, product, or service; (ii) you will not provide a feedback, rating or review for any business, product, or service with respect to which you have a competitive, ownership or other economic interest, employment relationship or other affiliation; (iii) you will not submit a feedback, rating or review in exchange for payment or other benefits from any individual or entity; (iv) your review will comply with the terms of this Agreement; (v) to represent and warrant that you have all rights necessary to submit the feedbacks, rating and reviews; and (vi) to grant to the Company the right to use any feedbacks, ratings and reviews in any way at any time without any additional approval or compensation.. If we determine, in our sole discretion, that any rating or review could diminish the integrity of the feedback, ratings and reviews, we may exclude such User Content without notice.

7. OWNERSHIP OF AND LICENSE TO USE THE SERVICES

A. Use of the Services

Except with respect to User Content, The Company and its suppliers own all rights, title and interest in the Services. The Services are protected by copyright and other intellectual property laws throughout the world. Subject to this Agreement, the Company grants you a limited license to use the Services solely for your personal non-commercial purposes. Any future release, update or other addition to the Services shall be subject to this Agreement. The Company, its suppliers and service providers reserve all rights not granted in this Agreement.

B. Trademarks

The Company's stylised name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of the Company and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

C. Restrictions on Use of Services

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not frame or use framing techniques to enclose any trademark, logo or Services (including images, text, page layout or form) of the Company; (c) you shall not use any metatags or other "hidden text" using the Company's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Services to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (i) you shall not interfere with or attempt to interfere with the proper functioning of the Services or use the Services in any way not expressly permitted by this Agreement; and (j) you shall not attempt to harm our Services, including but not limited to, by violating or attempting to violate any related security features, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" the Services. Any unauthorised use of the Services terminates the licenses granted by the Company pursuant to this Agreement.

D. Third-Party Links

The Services may contain links to third-party services such as third party websites, applications, or ads ("**Third-Party Links**"). When you click on such a link, we will not warn you that you have left the Services. The Company does not control and is not responsible for Third-Party Links. The Company provides these Third-Party Links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such links. Your use of all Third-Party Links is at your own risk.

8. DISCLAIMERS AND LIABILITY PROVISIONS

PLEASE NOTE THAT THIS SECTION DOES NOT EXCLUDE ANY GUARANTEE, RIGHT OR REMEDY THAT CANNOT BE SO EXCLUDED, RESTRICTED OR MODIFIED UNDER LOCAL CONSUMER PROTECTION LAW.

Prior to acquiring a Subscription, you should consult the product information made available on Services, including Subscription description, minimum technical requirements, and user reviews.

A. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES AND ANY PRODUCTS OFFERED THROUGH THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES AND ANY PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES AND PRODUCTS. THE COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES OR ANY PRODUCTS WILL MEET YOUR REQUIREMENTS OR (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY CONTENT, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR FROM ANY PRODUCTS OR TRANSACTIONS OR TRANSFERS RELATING TO PRODUCTS, OR FROM ANY THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH, AND INCLUDING FROM ANY DISPUTE WITH ANY OTHER USER OF THE SERVICE.

B. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY, ITS LICENSORS, NOR THEIR AFFILIATES, NOR ANY OF THE COMPANY'S SERVICE PROVIDERS, SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, YOUR ACCOUNT,

YOUR SUBSCRIPTIONS AND THE CONTENT AND SERVICES INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, THE CONTENT AND SERVICES, THE SUBSCRIPTIONS, AND ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH, OR THE DELAY OR INABILITY TO USE THE CONTENT AND SERVICES, SUBSCRIPTIONS OR ANY INFORMATION, EVEN IN THE EVENT OF THE COMPANY'S OR ITS AFFILIATES' FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR BREACH OF THE COMPANY'S WARRANTY AND EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND LIABILITY EXCLUSIONS APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE RECOMPENSE.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR ANY THIRD PARTY MATERIALS IS TO STOP USING THE SERVICES. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT THE COMPANY PARTIES ARE LIABLE TO YOU EXCEED THE GREATER OF (A) THE TOTAL AMOUNT ACTUALLY PAID TO THE COMPANY BY YOU DURING THE TWELVE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE OR REGULATION UNDER WHICH SUCH CLAIM ARISES, OR (C) Australia Dollar Five Hundred THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A THE COMPANY PARTY FOR (X) DEATH, TANGIBLE PROPERTY DAMAGE, OR PERSONAL INJURY CAUSED BY A THE COMPANY PARTY'S GROSS NEGLIGENCE OR FOR (Y) ANY INJURY CAUSED BY A THE COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

C. NO GUARANTEES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS AFFILIATES GUARANTEE CONTINUOUS, ERROR-FREE, VIRUS-FREE OR SECURE OPERATION AND ACCESS TO THE SERVICES, THE CONTENT AND SERVICES, YOUR ACCOUNT AND/OR YOUR SUBSCRIPTIONS(S) OR ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH.

D. LIMITED WARRANTY

CERTAIN PRODUCTS PURCHASED FROM THE COMPANY IS SUBJECT TO A LIMITED WARRANTY, WHICH IS DESCRIBED IN DETAIL WITH THE PRODUCT.

E. INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY, ITS CORPORATE PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS OF EACH (COLLECTIVELY, THE "**COMPANY PARTIES**") HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO OR ARISING OUT OF ANY CLAIMS CONCERNING: (A) YOUR CONTENT; (B) YOUR USE / MISUSE OF

THE SERVICES; (C) YOUR VIOLATION OF THIS AGREEMENT; (D) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER PARTY, INCLUDING ANY USERS; (E) YOUR VIOLATION OF ANY APPLICABLE LAWS, RULES OR REGULATIONS; (F) THIRD-PARTY CLAIMS THAT YOU OR SOMEONE USING YOUR PASSWORD DID SOMETHING THAT, IF TRUE, WOULD VIOLATE ANY OF THESE TERMS, (G) ANY MISREPRESENTATIONS MADE BY YOU, OR (H) A BREACH OF ANY REPRESENTATIONS OR WARRANTIES YOU'VE MADE TO US. THE COMPANY RESERVES THE RIGHT, AT ITS OWN COST, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH THE COMPANY IN ASSERTING ANY AVAILABLE DEFENCES. THIS PROVISION DOES NOT REQUIRE YOU TO INDEMNIFY ANY OF THE COMPANY PARTIES FOR ANY UNCONSCIONABLE COMMERCIAL PRACTICE BY SUCH PARTY OR FOR SUCH PARTY'S NEGLIGENCE, FRAUD, DECEPTION, FALSE PROMISE, MISREPRESENTATION OR CONCEALMENT, SUPPRESSION OR OMISSION OF ANY MATERIAL FACT. YOU AGREE THAT THE PROVISIONS IN THIS SECTION WILL SURVIVE ANY TERMINATION OF YOUR ACCOUNT, THIS AGREEMENT OR YOUR ACCESS TO THE SERVICES.

9. AMENDMENTS TO THIS AGREEMENT

This Agreement may at any time be mutually amended by your explicit consent to changes proposed by the Company. Furthermore, the Company may amend this Agreement (including any Subscription Terms or Rules of Use) unilaterally at any time in its sole discretion. In this case, you will be notified by e-mail of any amendment to this Agreement made by the Company within 10 (ten) days before the entry into force of the said amendment. Your failure to cancel your Account within ten (10) days after the entry into force of the amendments, will constitute your acceptance of the amended terms. If you don't agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your Account or to cease use of the affected Subscription(s). the Company shall not have any obligation to refund any fees that may have accrued to your Account before cancellation of your Account or cessation of use of any Subscription, nor shall the Company have any obligation to prorate any fees in such circumstances.

10. TERM AND TERMINATION

A. Term

The term of this Agreement (the "**Term**") commences on the date you first indicate your acceptance of these terms, and will continue in effect until otherwise terminated in accordance with this Agreement.

B. Termination by You

You may cancel your Account at any time. You may cease use of a Subscription at any time or, if you choose, you may request that the Company terminate your access to a

Subscription. Subscriptions are not transferable. Access to Subscriptions purchased as a part of a pack or bundle cannot be terminated individually, termination of access to one product / service purchased in the pack. Your cancellation of an Account, or your cessation of use of any Subscription or request that access to a Subscription be terminated, will not entitle you to any refund, including of any Subscription fees. the Company reserves the right to collect fees, surcharges or costs incurred prior to the cancellation of your Account or termination of your access to a particular Subscription. In addition, you are responsible for any charges incurred to third-party vendors or content providers before your cancellation.

C. Termination by the Company

The Company may cancel your Account or any particular Subscription(s) at any time in the event that (a) the Company ceases providing such Subscriptions to similarly situated Users generally, or (b) you breach any terms of this Agreement (including any Subscription Terms or Rules of Use). In the event that your Account or a particular Subscription is terminated or cancelled by the Company for a violation of this Agreement or improper or illegal activity, no refund, including of any Subscription fees or of any unused credits in your Services, will be granted.

D. Survival of Terms

Clauses 2, 3, and 5 - 12 will survive any expiration or termination of this Agreement.

11. APPLICABLE LAW/JURISDICTION

A. Dispute Resolutions

This document is governed by and are to be construed in accordance with the laws of New South Wales applicable therein.

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

B. Procedure for Making Claims of Copyright Infringement

If you believe content posted on the Services infringes your copyright rights, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or the law; and (6) a statement by you,

made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf. Correspondence to our Copyright Agent regarding notice of claims of copyright infringement should be addressed to: PO Box 648, Edgecliff, New South Wales, New South Wales, 2027.

12. MISCELLANEOUS

A. Electronic Communications

The communications between you and the Company use electronic means, whether you visit the Services or send the Company e-mails, or whether the Company posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from the Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that the Company provides to you electronically will have the same legal effect that such communications or documents would have if they were set forth in "writing." The foregoing sentence does not affect your statutory rights.

B. Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without the Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

C. Force Majeure

The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

D. Questions, Complaints, Claims

If you have any questions, complaints or claims with respect to the Services, please contact our customer service department using the contact information available on the Services (support@airamplify.com.au). We will do our best to address your concerns.

E. Notice

Where the Company requires that you provide an e-mail address, you are responsible for providing the Company with your most current e-mail address. In the event that the last e-mail address you provided to the Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement,

the Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to the Company at the following address: PO Box 648, Edgecliff, New South Wales, New South Wales, 2027, Attention: Legal Department. Such notice shall be deemed given when received by the Company by letter delivered by nationally recognised overnight delivery service or first class postage prepaid mail at the above address.

F. Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

G. Severability

Except as otherwise expressly set forth in this Agreement, in the event that any provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

H. Export Control

You agree to comply with all applicable import/export laws and regulations. You agree not to export the Content and Services or Product or allow use of your Account by individuals of any terrorist supporting countries to which encryption exports are at the time of exportation restricted. You represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country.

I. Entire Agreement

This Agreement, including any Terms and Conditions, Privacy Policy, and other policies of the Company, constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.

J. Rights of Third Parties

You agree that this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement.

K. Complying with Law

The Company's obligations are subject to existing laws and legal process and the Company may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term.

L. Revision Date

This Agreement was last updated on 20 January 2021 ("**Revision Date**"). We may, at any time and without liability, modify or discontinue all or part of the Services; charge, modify or waive any fees or charges required to use the Services; or change the Terms and Conditions of Services for some or all of our users. If you were a user before the Revision Date, it replaces your existing agreement with the Company.