



MELD GOLD TERMS AND CONDITIONS

Last updated [July 2023]

Customers should review this Agreement and the Privacy Policy carefully and immediately cease using the Services if the Customer does not agree to the terms and conditions set out below.

Meld Gold may from time to time, amend, update or change the Services including this Agreement without prior notice to Customers. These are the current terms and conditions and replace any other terms and conditions of use previously published by Meld Gold.

By using the Services, the Customer agrees to be bound by this Agreement, including any changes to the below terms and conditions that may have been made since the Customer's prior use of the Services.

1 OVERVIEW

These terms and conditions apply to all Services supplied by Meld Gold to you, the Customer, from time to time.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following definitions apply:

Account means your account with Meld Gold which allows access to the Platform;

Agreement means these terms and conditions;

Business Day means:

- (a) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day that is not a Saturday, Sunday or public holiday in Brisbane, Australia.

Confidential Information of a party means:

- (a) information of a confidential nature relating to or developed in connection with the business affairs of that party which is disclosed to, learnt by, or which otherwise comes to the knowledge of or into the possession of the other party;
- (b) information designated by that party as confidential; or
- (c) information regarding processes, policies, clients, customers, employees, contractors or other persons doing business with that party,

but does not include information that:

- (d) is or becomes generally available in the public domain, other than through any breach of confidence;
- (e) is rightfully received by the other party from a third party other than as a result of breach of confidence; or
- (f) has been independently developed by the other party without using any other Confidential Information of the first party;

Corporations Act means the *Corporations Act 2001* (Cth);

Customer or **you** means any member of the general public who accesses the Platform in any way.

Customer Content means all documents, information, data or other content in any media and format, and any Intellectual Property Rights relating to any of the foregoing, made available by or on behalf of the Customer for use by Meld Gold in relation to the Services, including information about the Customer's Account;

Customer Data means any information derived by Meld Gold (or its third party service providers) from or about the use of the Services by the Customer;

GST has the meaning given in the GST Legislation;

GST Legislation means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and *A New Tax System (Goods and Services*

Tax) Regulation 1999 (Cth) and any amendment of them from time to time;

Insolvency Event means being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event;

Intellectual Property Rights means all present and future rights conferred by statute, common law, equity or any corresponding law anywhere in the world in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable and any rights of publicity or other proprietary rights including:

- (a) all rights in all applications to register these rights; and
- (b) all renewals and extensions of these rights;

Internet means a global computer network consisting of interconnected networks using standardised communication protocols;

Losses means all losses, damages, liabilities, claims and expenses whatsoever (including reasonable legal costs and defence or settlement costs) and **Loss** has a corresponding meaning;

Meld Certificates means the Meld Gold Certificates and Meld Silver Certificates;

Meld Gold means Meld Gold Pty Ltd ACN 638 548 231 and its Related Bodies Corporate (as that term is defined in the *Corporations Act 2001* (Cth));

Meld Gold Certificates means the gold-backed digital currency managed by Meld Gold;

Meld Silver Certificates means the silver-backed digital currency managed by Meld Gold;

Modification includes an alteration, modification, enhancement, update, fix or development whether created or developed under this Agreement or otherwise and **Modify** and **Modified** have corresponding meanings;

Order means an order placed with Meld Gold by a Customer for the sale or purchase of Meld Certificates or physical gold or silver;

Order Price means the total price of the Order that the Customer will pay to, or receive from, Meld Gold (including any applicable Taxes);

Personal Information has the meaning given in the *Privacy Act 1988* (Cth);

Platform means the platform developed and owned by Meld Gold connecting industry collaborators with gold and silver buyers and sellers, as updated or modified from time to time;

Privacy Laws means:

- (a) the *Privacy Act 1988* (Cth);
- (b) any legislation (to the extent that such legislation applies to Meld Gold or the Customer or any other recipient of Personal Information) from time to time in force in any applicable jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia) affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of personal data; and
- (c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued thereunder, as amended from time to time;

Privacy Policy means the Privacy Policy of Meld Gold, as updated or modified from time to time;

Representative means, in respect of a party, any person acting for or on behalf of that party and includes any director, officer, employee, contractor, subcontractor or professional adviser of that party;

Services means the services provided by Meld Gold to Customers and third parties, including access to and use of the Platform and facilitation of the buying and selling of Meld Certificates and physical gold and silver;

Taxes means any GST, gross receipts, sales, use, value added, goods and services, consumption, ad valorem, transfer, franchise, excise, stamp, real or personal property, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, including any related penalties and interest, imposed by any federal, territorial, state, local, or foreign government or any agency or political subdivision of any such government.

1.2 Interpretation

In this Agreement, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Agreement;
 - (vi) this Agreement include all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is

a reference to that law as amended, consolidated or replaced;

- (viii) an agreement other than this Agreement include an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and severally;
- (h) in determining the time of day, where relevant to this Agreement, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this Agreement, the time of day in the place where the party required to perform an obligation is located;
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it; and
- (j) a term or expression starting with a capital letter:
 - (i) which is defined in the Corporations Act, but is not otherwise defined in this Agreement, has the meaning given to it in the Corporations Act; and
 - (ii) which is defined in the GST Law, but is not otherwise defined in this Agreement or the Corporations Act, has the meaning given to it in the GST Law.

1.3 Non Business Days

If the day on or by which a person must do something under this Agreement is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

2 YOUR ACCOUNT AND OBLIGATIONS

2.1 Customer information

- (a) When creating an Account, you will be asked to provide certain registration details and information that identifies you.
- (b) At any time before or after your Account has been opened, Meld Gold may also ask you to provide certain information pursuant to Meld Gold's compliance policies and applicable law, including, if necessary, information that will enable Meld Gold to report your tax information to the relevant authorities. If you fail to reply promptly to any request from Meld Gold, or if your responses are unsatisfactory, Meld Gold may close or suspend your Account.
- (c) You agree to provide true, accurate and complete responses to all information requests from Meld Gold. You also agree to maintain and promptly update the information you have provided Meld Gold, to ensure that it remains true, accurate, current and complete at all times while you are a Customer.
- (d) You authorise Meld Gold, or a third party service provider engaged by Meld Gold, to take any measures that Meld Gold considers necessary to verify and authenticate your identity, confirm the information you submit and to take any action Meld Gold deems necessary based on the results of its enquiries.

2.2 Customer Account

- (a) You are responsible for maintaining the security and confidentiality of your user name and password. You agree to notify Meld Gold immediately of any unauthorised use of your Account as well as of any other breach of security in connection with the Platform.
- (b) While Meld Gold may implement certain monitoring procedures designed to alert Meld Gold to any fraudulent activity, Meld Gold is not responsible or liable for any unauthorised use of your Account, and Meld Gold will not be liable for any Loss that you may incur as a result of

someone accessing your Account, either with or without your knowledge.

- (c) If Meld Gold becomes aware that someone has fraudulently obtained access to your Account, then Meld Gold may take action that Meld Gold considers appropriate, including without limitation, terminating or suspending your Account and taking any necessary actions under applicable laws.

2.3 Notifications

You agree that Meld Gold may send electronic mail or other messages to you for the purposes of providing you with information about your account and the Services you receive.

2.4 Customer Type

- (a) If you register with Meld Gold as an individual Customer, you agree that you will use the Platform and the Services for your personal use only.
- (b) If you register with Meld Gold as an institutional Customer on behalf of an institution, you:
 - (i) represent that you are an authorised representative of such institution and that this Agreement is binding on such institution, and
 - (ii) agree that you will use Platform and the Services for commercial purposes only.
- (c) As a Customer, you agree that any use of the Platform and the Services will be for the purposes expressly permitted and contemplated by this Agreement. You may not use the Platform and the Services for any other purposes without Meld Gold's express prior written consent.

2.5 Physical gold and silver

- (a) The physical gold and silver that backs your Meld Certificates will be held by vaults and industry providers who have been engaged by Meld Gold.
- (b) Each Meld Certificate is backed 1:1 with a gram of the relative precious metal.
- (c) You may exchange Meld Certificates for physical gold and silver at any time by providing direction to Meld Gold, provided that it is withdrawn in a denomination offered by Meld Gold and that you pay any applicable fees (including supply and delivery fees) to Meld Gold as advised to you at the time that you submit your request for withdrawal.
- (d) There may be delays in delivering the physical gold or silver to you where supply in the denomination you have selected is not available, or where the physical gold or silver is in the process of refinement.

2.6 Statement of Account

- (a) When you hold Meld Certificates, a statement of your Account, including the amount of gold or silver and the amount of Meld Certificates available, as applicable, may be accessed in electronic format by viewing online at the applicable page in your Account.
- (b) While Meld Gold uses commercially reasonable efforts to ensure that the information contained in your Account statements is accurate and reliable, errors may occur due to the real-time nature of the information.

2.7 Closing your Account

You may close your Account at any time in accordance with clause 14.2 and by notifying Meld Gold in writing. When Meld Gold receives this notice, a hold will be placed on your Account to allow any pending Orders to complete. Your activity in connection with your Account will be restricted so that you can only withdraw the remaining available funds associated with your Account.

3 CUSTOMER OBLIGATIONS

You must not, and must not assist another Customer to:

- (a) use the Platform for any illegal or criminal purpose or activity or for any purpose other than as contemplated in this Agreement;
- (b) engage in any conduct that threatens, harasses, coerces, intimidates or otherwise attempts to improperly influence another Customer or any other person;
- (c) place an Order with no intention to complete the Order;

- (d) engage in disruptive trading or manipulation of demand on the Platform;
- (e) disclose to any person, including but not limited to other Customers, any Order placed by you or any related party or any order placed by another person, including but not limited to, another Order;
- (f) place an Order that has been pre-arranged (or discussed with another Customer) for the purpose of creating an artificial price, fictitious trade or other disruptive, fraudulent, non-competitive or unfair impact on the Platform;
- (g) prearrange the completion of Orders for the purpose of passing money between accounts;
- (h) any trading, practice or conduct on the Platform that:
 - (i) demonstrates intentional or reckless disregard for the orderly completion of Orders; or
 - (ii) involves bidding or offering with the intent to cancel the bid or offer before completion;
- (i) modify, translate, make derivative works from, disassemble, reverse compile or reverse engineer any part of the Platform in order to build a product that is similar or substantially the same as the Platform or provide substantially the same functionality or Services; or
- (j) remove, deface or destroy any copyright or other rights notices used on, or in connection with the Platform and you acknowledge that any attempt to do so is a violation of the rights of Meld Gold.

4 COMPLIANCE WARRANTIES

4.1 Warranties

By purchasing Meld Certificates, you represent and warrant that:

- (a) you are 18 years or older;
- (b) you are in compliance with all anti-money laundering and anti-terrorism financing requirements; and
- (c) any and all funds, including cryptocurrency, used to purchase or acquire Meld Certificates are not derived from or related to any unlawful activities including money laundering and terrorist financing and you hereby agree that you will not use Meld Certificates to finance, engage in, or support any unlawful activities as defined by any governmental authority.

4.2 Acknowledgements

- (a) You acknowledge and agree that Meld Gold may refuse to redeem your Meld Certificates in the event that requests for certain additional information are not complied with, or if Meld Gold suspects that you are redeeming Meld Certificates with the objective of money laundering, terrorist financing or any other illegal activity.
- (b) You acknowledge and agree that Meld Gold reserves the right to refuse to issue you Meld Certificates, if Meld Gold suspects that you are acquiring Meld Certificates with the objective of money laundering, terrorist financing or any other illegal activity.

4.3 Right to refuse transaction

Meld Gold reserves the right to refuse, restrict or reject the issuing, transfer or redemption of Meld Certificates (including blacklisting your Ethereum or Bitcoin address) at any time at Meld Gold's sole discretion, including but not limited to occasions when Meld Gold suspects that you are using Meld Certificates with the objective of money laundering, terrorist financing or any other illegal activity.

5 SERVICES

5.1 Supply of Services

Meld Gold agrees to provide the Services to the Customer in accordance with this Agreement.

5.2 Orders

- (a) Meld Gold will only process your Order once you have satisfied any verification or identity checks carried out by Meld Gold (or a third party service provider).
- (b) The Order Price (which includes any applicable Taxes) is calculated by reference to the price of a Meld Certificate as

published on Meld Gold's website from time to time. The Order Price will be made available to you before you submit your Order.

- (c) You must complete the Order at the Order Price via your chosen method within the applicable timeframe advised at the time that you place the Order.
- (d) If you terminate your Order, you will be charged a termination fee equal to the losses directly incurred by Meld Gold as a result (**Termination Fee**). Meld Gold calculates the Termination Fee you must pay as follows:

$$TF = (SP - AP) \times U$$

Where:

TF is the Termination Fee payable by you to Meld Gold;
SP is the new market price of gold or silver (as applicable) at a particular time on an independent exchange of Meld Gold's choice that Meld Gold is able to complete the Order at following your cancellation plus any applicable fees and charges;
AP is the Agreed Price at which you originally agreed to sell or buy the gold or silver the subject of the Order;
U is the total number of units of Meld Certificates the subject of the Order.

- (e) You expressly consent to, authorise and instruct Meld Gold to deduct the Termination Fee from the Meld Certificates or physical gold or silver in your Account or your credit card Meld Gold has on file. You acknowledge and agree that you are giving Meld Gold the ability to collect variable Termination Fees from your Account or your credit card.

5.3 Customer acknowledgements

You acknowledge and agree that:

- (a) the risk of loss in trading cryptocurrencies, including Meld Certificates, may be substantial and losses may occur over a short period of time;
- (b) Meld Certificates are not legal tender, are not backed by the government, and accounts and values are not subject to the same protections that apply to legal tender;
- (c) the exchange of fiat currency to or from a cryptocurrency may incur transaction fees at the relevant service provider's applicable rate and that Meld Gold is not responsible for such transaction fees;
- (d) legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange and value of Meld Certificates;
- (e) transactions in cryptocurrencies, including Meld Certificates, may be irreversible and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;
- (f) your Order is deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other person initiated the Order;
- (g) the value of Meld Certificates may be derived from or influenced by the continued willingness of market participants to exchange gold, silver and cryptocurrencies for Meld Certificates, which may result in the potential for permanent and total loss of value of Meld Certificates should the market for Meld Certificates disappear;
- (h) the nature of Meld Certificates may lead to an increased risk of fraud or cyberattack and may mean that technological difficulties experienced by Meld Gold may prevent access to, or use of, your Meld Certificates;
- (i) Meld Gold is not a financial institution; and
- (j) you access and use the Platform and Services at your own risk.

6 UNCLAIMED FUNDS

- (a) If there are funds in your Account and there has been no activity in your Account for a period of time prescribed by applicable law, Meld Gold may be required to report such remaining funds in your Account as unclaimed property in accordance with applicable law. If this occurs, Meld Gold will use reasonable efforts to provide written notice to you. If you fail to respond to any such notice within seven Business

Days of receipt, or as otherwise required by law, Meld Gold may be required to deliver any such funds to the applicable jurisdiction as unclaimed property.

- (b) Meld Gold reserves the right to deduct a dormancy fee or other administrative charges in connection with these unclaimed funds.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership of Intellectual Property by Meld Gold

Both parties agree that Meld Gold exclusively owns all Intellectual Property Rights in:

- (a) the Platform; and
- (b) any Modifications to the Intellectual Property Rights referred to in clause 7.1(a) above.

7.2 No challenge

The Customer will not, in any way or at any time, challenge or dispute Meld Gold's rights, title or interest in the Platform or any Modifications connected to, or of, those assets.

7.3 Licence to Customer

Meld Gold grants the Customer a worldwide, non-exclusive, non-transferable, non-sublicensable licence for the term of this Agreement to access and use the Platform in accordance with this Agreement and until this Agreement is terminated in accordance with clause 14.

7.4 Licence to Meld Gold

In consideration for Meld Gold granting the Customer with access to the Services, the Customer grants Meld Gold a transferable, non-exclusive, sub-licensable, royalty-free, perpetual, worldwide licence to use, display, copy, modify, adapt and publish the Customer Data (to the extent that the Customer owns any Intellectual Property Rights therein):

- (a) to improve, update, Modify or upgrade the Services or any other offering or services provided by Meld Gold from time to time; and
- (b) to provide, or in connection with providing, the Services to the Customer.

8 CONFIDENTIALITY

8.1 Confidentiality obligations

Each party must:

- (a) take all action reasonably necessary to maintain the confidentiality of the other party's Confidential Information;
- (b) not disclose the other party's Confidential Information or the terms of this Agreement to any person except as permitted under this clause;
- (c) only use or reproduce the other party's Confidential Information for the purposes of performing its obligations or exercising its rights under this Agreement;
- (d) not make, assist or permit any person to make any unauthorised use, disclosure or reproduction of the Confidential Information of the other party;
- (e) take all steps reasonably necessary to secure each other's Confidential Information against theft, loss or unauthorised disclosure;
- (f) take reasonable steps to ensure that any person who has access to Confidential Information of the other party through it or on its behalf does not use, reproduce or disclose that Confidential Information other than in accordance with this Agreement;
- (g) take reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this Agreement including diligently prosecuting at its cost any breach or threatened breach of such confidentiality obligations by a person to whom it has disclosed Confidential Information of the other party; and
- (h) on reasonable request by the other party provide and update promptly a list of all its Representatives to whom Confidential Information of the other party has been disclosed.

8.2 Permitted disclosures

Each party may disclose the other party's Confidential Information:

- (a) to its Representatives on a need to know basis for the purposes of this Agreement provided that those Representatives are fully aware of the confidential nature of the Confidential Information before the disclosure is made;
- (b) as required or authorised by law or the listing rules of any relevant stock exchange provided that:
 - (i) a party has given notice to the other party promptly when such disclosure is initially sought so that such other party has an adequate opportunity to object to such disclosure; and
 - (ii) the disclosing party only provides such Confidential Information that is legally required; or
- (c) with the other party's consent.

8.3 Return of Confidential Information

Notwithstanding any other term of this Agreement (including where there is a dispute between the parties) upon a party's request including following the expiry or termination of this Agreement for any reason, a party must (at the option of the other party):

- (a) promptly return all of the other party's Confidential Information in a form reasonably requested by that other party; and/or
- (b) securely destroy the other party's Confidential Information and promptly certify such destruction to the other party, in a form acceptable to such other party.

8.4 Injunctive relief

Each party acknowledges that a breach of this clause 8 may cause irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a party may seek injunctive relief against such a breach or threatened breach.

9 PRIVACY

9.1 Compliance with Privacy Laws

- (a) The Customer must comply with the Privacy Policy and the Privacy Laws applicable to its use of the Services.
- (b) Without limiting clause 9.1(a), the Customer must:
 - (i) notify Meld Gold immediately if the Customer becomes aware of any actual or potential misuse, interference, loss or unauthorised access, modification or disclosure of Personal Information, or if it becomes aware of a breach of this clause 9; and
 - (ii) notify Meld Gold as soon as reasonably practicable after the Customer becomes aware that a disclosure of any Personal Information may be required by law.

9.2 Customer acknowledgements

The Customer acknowledges and agrees that:

- (a) the Customer is responsible for using the Services in a manner consistent with the Customer's legal and regulatory obligations;
- (b) the Customer is solely responsible for its use of the Services and the Platform, including making appropriate use of the Services and Platform to ensure a level of security appropriate to the risk in respect of the Personal Information;
- (c) Meld Gold has no obligation to protect copies of Personal Information that the Customer elects to store or transfer outside of Meld Gold's systems; and
- (d) the Customer is responsible for responding to any request from a third party regarding the Customer's use of the Services.

9.3 Survival of obligations of confidentiality and privacy

The obligations of confidentiality and privacy imposed by this Agreement survive the expiration or termination of this Agreement.

10 SECURITY

The Customer acknowledges that:

- (a) the Customer must establish and maintain appropriate, reasonable technical measures in accordance with sound industry practice to secure its Account; and
- (b) except to the extent that Meld Gold is required to keep Customer Content secure to industry standards within the scope of its performance of the Services, Meld Gold is not responsible for the security of the Customer Content.

11 WEBSITE ACKNOWLEDGEMENTS

11.1 Completeness

- (a) The Customer acknowledges that the information on Meld Gold's website is not comprehensive and is intended only to provide a summary of the subject matter covered.
- (b) Meld Gold will use reasonable efforts to ensure the accuracy and completeness of the information on its website. However, to the extent permitted by law (including the Australian Consumer Law) Meld Gold makes no warranty regarding the information on its website.

11.2 Changes to website

Without undertaking to keep the website updated, Meld Gold may, from time to time and without notice, change or add to its website or the information, Platform, products or services described in it.

11.3 No liability

To the extent permitted by law, Meld Gold disclaims any and all liability to the Customer or anyone else arising from or in connection with:

- (a) any interference with or damage to the Customer's computer systems occurring in connection with the use of Platform or a linked website; and
- (b) errors occurring in the information on Meld Gold's website or arising because that information is not up-to-date.

12 INDEMNITY AND LIABILITY

12.1 No guarantee or warranty

- (a) The Platform is provided "as is", "with all faults" and "as available" to the fullest extent permitted by law.
- (b) Except as expressly stated in this Agreement, Meld Gold and its suppliers make no warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use or non-infringement.
- (c) Meld Gold does not and cannot control the flow of data to or from the Platform and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties.
- (d) At times, actions or inactions of such third parties can impair or disrupt the connection of the Platform to the Internet (or portions thereof). Although Meld Gold will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Meld Gold cannot guarantee that such events will not occur.
- (e) While Meld Gold will use all reasonable efforts to ensure the Platform remains operational at all times, Meld Gold does not guarantee that the Platform will be uninterrupted, error-free or free of harmful components.
- (f) Meld Gold is not responsible for any cryptocurrency market, and Meld Gold makes no representations or warranties concerning the value of Meld Certificates.
- (g) To the extent permitted by law, Meld Gold disclaims any and all liability resulting from or related to the events described in clauses 12.1(a) to 12.1(f).

12.2 Disclaimer

To the extent permitted by law, Meld Gold will not be liable for:

- (a) any impairment or disruption of the Platform;
- (b) any Loss arising from your use of or inability to use the Meld Gold Services, including any losses you may incur by holding or trading Meld Certificates;

- (c) any claims brought against the Customer arising out of or in connection with this Agreement, including for breach of law, contract, negligence or any liability whatsoever;
- (d) any other terms of engagement the Customer and another user of the Platform might reach or agree.

12.3 Scope of Indemnity

The Customer releases and indemnifies Meld Gold against all Losses suffered or incurred by the Customer in connection with:

- (a) the Customer's use of the Services;
- (b) any breach by the Customer of this Agreement; and
- (c) any negligent or wrongful act or omission of the Customer.

12.4 Limitation of Liability

To the fullest extent permitted by law, the maximum cumulative liability of Meld Gold for Loss arising out of or in connection with this Agreement (whether under statute, in contract or in tort, including for negligence or otherwise) is limited to either (at Meld Gold's option): (1) the resupply of the Services; or (2) the payment of the cost of having the Services resupplied.

12.5 Consequential loss

Neither party will be liable to the other party under this Agreement for any special, indirect or consequential loss or damage including but not limited to loss of profit or revenue, loss of anticipated savings, loss of change, loss of opportunity and loss of reputation.

12.6 Survival of indemnities

The indemnities contained in this Agreement continue notwithstanding the expiry or termination of this Agreement.

13 OTHER TERMS

13.1 Promotions and competitions

- (a) Meld Gold may, from time to time, run campaigns, promotions or contests in relation to the Platform.
- (b) If the Customer wants to participate in such a campaign, promotion or contest, the Customer will need to agree to any additional terms and conditions that Meld Gold specifies are applicable to that campaign, promotion or contest.
- (c) In case of any inconsistency between such terms and conditions and this Agreement, those terms and conditions will prevail.

13.2 Linked sites

- (a) The Platform may contain links to websites operated by third parties.
- (b) Those links are provided for convenience and may not be current or maintained.
- (c) Unless expressly stated otherwise, Meld Gold does not endorse and is not responsible for the content on those linked websites and have no control over or rights in those linked websites.

14 TERMINATION

14.1 Termination for cause

Either party may terminate this Agreement (or part of this Agreement) with immediate effect by written notice to the other party if:

- (a) the other party commits a material breach of this Agreement which is:
 - (i) incapable of being remedied; or
 - (ii) capable of being remedied, but the other party fails to remedy the breach within 14 days after receiving notice from the other party to do so; or
- (b) an Insolvency Event occurs in relation to the other party.

14.2 Termination for convenience

You may terminate this Agreement at any time, for any reason, effective upon written notice to Meld Gold.

14.3 Suspension

In addition to termination in accordance with clause 14.1, Meld Gold reserves the right to suspend a Customer's profile or cancel a Customer's registration, at any time, if Meld Gold forms the view in its absolute discretion that the Customer has materially

breached this Agreement (including but not limited to the obligations in clause 3) or where Meld Gold has received a complaint about the Customer from other users of the Services.

14.4 Consequences of termination by Meld Gold

Without limiting any right or remedy a party may have under this Agreement or at law, if this Agreement expires or is otherwise terminated earlier:

- (a) the Customer will complete any Orders that are outstanding at the Termination Date; each licence granted by Meld Gold under this Agreement terminates immediately and all Intellectual Property Rights granted under such licences revert from the Customer back to Meld Gold without the need for anything else to be done; and
- (b) the Customer agrees that Meld Gold is not responsible for any loss of value in your Account, or of any cryptocurrency, resulting from the suspension or closing of your Account. The Customer agrees that neither Meld Gold nor any third party acting on Meld Gold's behalf will be liable to you for any termination of your access to your Account, the Platform or the Services.

14.5 Claims

The expiry or termination of this Agreement does not affect:

- (a) any claim that a party may have against the other party;
- (b) either party's rights in respect of any breach of this Agreement occurring before expiry or termination; or
- (c) the obligations of the parties to make a payment or perform any other act under this Agreement which was due before expiry or termination.

15 DISPUTES

15.1 Dispute Notice

If a dispute arises between the Customer and Meld Gold in relation to this Agreement, either party may give a notice to the other party specifying the details of the dispute (**Dispute Notice**).

15.2 Good faith discussions

- (a) Within 10 Business Days of receiving a Dispute Notice, representatives of both parties must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions or to otherwise agree on a process for doing so.
- (b) If the parties are unable to resolve the dispute within 20 Business Days of the Dispute Notice, the parties must refer the dispute to mediation in accordance with clause 15.3.

15.3 Mediation

- (a) Mediation will be conducted by an independent person agreed between the parties or, failing agreement, by the mediator nominated by the President of The Institute of Arbitrators and Mediators Australia in accordance with any rules for the conduct of mediations published by that institute from time to time.
- (b) The terms of any mediation settlement agreement and any information relating to the existence, conduct, status or outcomes of the mediation is Confidential Information of each party and may only be published or announced with the consent of all relevant parties and in terms agreed by those parties.
- (c) Each party will bear its own costs for the mediation. The costs of the mediator will be split evenly between the parties.

15.4 No legal proceedings

Neither Meld Gold nor the Customer may commence legal proceedings (other than for urgent interlocutory relief) in relation to any dispute unless the dispute resolution procedures set out in this clause 15 have been followed.

15.5 Obligations continue

Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this Agreement.

16 RELATIONSHIP BETWEEN PARTIES

Meld Gold and the Customer expressly agree that:

- (a) the parties do not intend for this Agreement to be interpreted as an employment, agency, joint venture, or partnership relationship between Meld Gold and the Customer and nor does it create any duties or obligations of a fiduciary nature; and
- (b) a party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.

17 NOTICES

Any notice, demand, consent or other communication given or made under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by delivery confirmed prepaid post (if posted to an address in another country, by registered airmail) or by hand, or by email to the address last notified by the intended recipient to the sender; and
- (c) will be taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered; and
 - (ii) in the case of delivery by post, five Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of delivery by email, at the time that the email was sent, unless the sender receives an automatically generated error reply indicating that the email has not been delivered,

but if the result is that a notice would be taken to be given or made on a day that is not a business day in the place to which the notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next business day in that place.

18 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of Queensland, Australia and each party submits to the exclusive jurisdiction of courts there in connection with matters concerning this Agreement and waives any right to object to such venues on any ground.

19 GENERAL

19.1 Invalidity

- (a) A word or provision must be read down if:

- (i) this Agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this Agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause 19.1(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Agreement will be void, voidable or unenforceable if it is not severed.
 - (c) The remainder of this Agreement will have full effect even if clause 19.1(a) or 19.1(b) applies.

19.2 Entire Agreement

This Agreement contains the entire agreement between the parties as at the date of this Agreement with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

19.3 Variation

Meld Gold may vary this Agreement from time to time, with prior written notice to you.

19.4 Clauses which survive expiry or termination

Clauses 6 (*Unclaimed Funds*), 7 (*Intellectual Property Rights*), 8 (*Confidentiality*), 9 (*Privacy*), 12 (*Indemnity and Liability*), 14 (*Termination*), 15 (*Disputes*), 16 (*Relationship between parties*), 18 (*Governing law and jurisdiction*) and 19 (*General*) survive the expiry or termination of this Agreement together with any other clause which by its nature is intended to do so.

19.5 No Waiver

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

19.6 Assignment

- (a) Meld Gold may assign, transfer or otherwise deal with its rights under this Agreement and agrees to provide notice to the Customer of any assignment or transfer.
- (b) The Customer may not assign, transfer or in any other manner deal with its rights under this Agreement.