

## **ALIVE NETWORK WEBSITE TERMS AND CONDITIONS**

By accessing or continuing to use our Website and related services, you agree to abide by these terms and conditions, including our Privacy Policy. If you do not agree with any of these terms, or the terms of our privacy policy you should cease using our Website.

### **General**

This website is owned and operated by Alive Network Pty Limited (ACN 652 167 569) (hereafter referred to as Alive Network, 'us', 'we' and 'our'). As noted above, your continued use of our Website indicates your agreement to these terms and conditions of use (Website Terms).

Please read the following Website Terms to understand your rights and obligations when accessing our Website.

We provide a platform that permits the purchase of NFTs and other digital assets (the Services). To use the Services you will also need to agree to our NFT Terms of Sale which will be separately available.

We may also offer additional products and services from time to time to you. By browsing or accessing our Website using the Services, you agree to be bound by these Website Terms and acknowledge that you have read and understood them. If you do not accept these Website Terms, you must immediately cease using our Website.

We reserve the right to amend these Website Terms from time to time. Amendments will be effective as soon as such changes are notified on the Website. Your continued use of the Website and our Services following such notification constitutes agreement by you to be bound by these Website Terms as amended.

You should regularly review these Website Terms. Where there is inconsistency between the content on the Website and these Website Terms, the Website Terms shall prevail to the extent of any inconsistency.

These Website Terms constitute the entire agreement between you and us with respect to their subject matter and supersede all prior agreements and understandings between you and us in connection with the Website.

### **Information contained on our Website**

The content and information we present on our Website is intended to provide a summary of the subject matter covered. While we use all

reasonable steps to ensure the accuracy and completeness of information and content on our Website, to the greatest extent permitted by law, including the Australian Consumer Law, we give you no warranty concerning the accuracy or completeness of our content or information. Content and information on our Website may change without notice to you, but we do not warrant that we will keep this content or information updated. We are not liable to you or anyone else if the content or information on our Website is not up-to-date, accurate or complete.

We are not liable to you or anyone else if any part of our Website (or a website we link to) causes interference with or damage to your computer systems (including your mobile devices). You must take such precautions as you feel are sufficient to protect yourself from any malware, viruses or any other way in which our Website (or a website we link to) could damage your computer systems (including your mobile devices).

#### Consumer Guarantees

In Australia, our services come with guarantees that cannot be excluded under Schedule 2 to the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law).

Nothing in these terms and conditions purports to modify or exclude the conditions, warranties and undertakings, and any other legal rights, arising under Australian Consumer Law or any other laws. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the Competition and Consumer Regulation 2010 (Cth) are expressly excluded where permitted, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition.

To the extent that we are in breach of any consumer guarantee, your sole remedy will be for us to provide to you the features or service that was previously provided, or to pay for those features or services to be re-performed for you.

#### Warranties and Disclaimer

Nothing in these Website Terms excludes, restricts or modifies or purports to exclude, restrict the conditions, warranties and undertakings arising under the Australian Consumer Law. Our liability for death or personal injury arising from our negligence or for any condition, warranty, right or liability implied in these Website Terms by law cannot be excluded.

Our Website is provided to you strictly on an “as is” and “as available” basis. You acknowledge that:

1. your use of the Website and Services is at your own risk and is also subject to the terms and conditions of the websites, products and services of our Affiliates that you access via our Website or Services;
2. prior to accepting these Website Terms you have been given a reasonable opportunity to examine and satisfy yourself as to the contents of these Website Terms; and
3. at no time prior to accepting these Website Terms have you relied on our skill or judgement, and you acknowledge that it would be unreasonable for you to do so.

To the maximum extent permitted by law, all other warranties or conditions which are not guaranteed by law are expressly excluded, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition. In particular, we do not warrant:

1. that your access to the Website or our Services will be free from interruptions, errors or viruses; or
2. the accuracy, adequacy or completeness of information on the Website (nor do we undertake to keep the Website updated).

To the extent that we are in breach of any consumer guarantee or any other warranty or condition that cannot be excluded from these Website Terms:

1. your sole remedy will be for us to provide the features or services that were previously provided; and
2. our maximum liability to you is limited to the purchase price of the goods or services you purchased in your last transaction using our Services or \$100, whichever is lower.

#### Limitation of Liability

To the maximum extent permitted by law, we do not accept responsibility for any loss or damage (including indirect, special or consequential loss or damage), however caused and whether or not foreseeable (whether in contract, tort, for breach of statutory duty or otherwise), even if we have previously been advised of the possibility of such loss or damage which you may directly or indirectly suffer in connection with:

1. your use of the Website or our Services or any linked website, content, products and services (together, the linked services) (including interference with or damage to your computer or mobile devices arising in connection with any such use);
2. the Website or our Services being interrupted or unavailable;
3. errors or omissions from the Website or our Services;

4. any failure or lack of any security measures by us, or any third party including in relation to the storage or transfer of;
5. viruses, malicious codes or other forms of interference affecting the Website or our Services or any linked services;
6. your use of or reliance on information contained on or accessed through the Website or our Services or any linked services, which information may be incorrect, incomplete, inadequate or outdated;
7. goods or services supplied pursuant to or in any way connected with the Website or our Services;
8. unauthorised access to or use of, our servers and/or any information stored on them; or
9. any failure or omission on our part to comply with our obligations as set out in these Website Terms.

We do not accept responsibility for inaccuracies or errors in any information about, or advertisements in respect of, goods and services, contained in the Website which are supplied by our Affiliates. The placement of such advertisements does not constitute a recommendation or endorsement by us of the relevant goods or services and the third party or owner of the linked services is solely responsible for any representations made in connection with information in respect of it and its goods and services displayed on the Website.

To the maximum extent permitted by law, you agree to indemnify and keep indemnified Alive Network, our Affiliates and their Personnel against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred directly or indirectly in connection with your use of the Website or the Services, or from your violation of these Website Terms.

#### Specific Warnings

You must ensure that your access to the Website and our Services is not illegal or prohibited by laws which apply to you in the jurisdiction in which you are located.

You must take your own precautions to ensure that the process which you employ for accessing the Website and our Services does not expose you to the risk of viruses, malicious computer code or other forms of interference emanating from the Website or our Services (or any linked services) which may damage your own computer system. You agree that you will not rely on any information contained on the Website or the availability of such information and that any decision you make in relation to the Website or our Services will be as a result of your own independent assessment of such information.

Even though we intend on providing accurate information on the Website, we cannot guarantee that the information on the Website is accurate, complete or updated, or free from technical inaccuracies or typos. In an effort to continue providing you with complete and accurate information to the extent possible, the information on the Website may change or be updated from time to time without advance notice.

## Copyright

All legal rights, title and interest in and to all elements of the Website, our Services and the content of the Website and our Services (including its “look and feel”, text, graphics (all art, drawings and artistic works), images, logos, icons, photographs, editorial content, films, sound recordings, literary works, software, design, systems, methods, information, computer codes, compilation of content, other codes, data and other material) (Intellectual Property), and all intellectual property rights in and associated with the Intellectual Property (including without limitations all copyright, trademarks, service marks and trading names) is owned by us or licensed to us by third parties and protected under applicable laws.

Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in the jurisdiction in which you are located, and except as expressly authorised by these Website Terms or in writing by us, you may not in any form or by any means:

1. copy, adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website, the Services or the Intellectual Property; or
2. commercialise any information, products or services obtained from any part of the Website, the Services or the Intellectual Property.

All rights not expressly granted under these Website Terms are expressly reserved.

Subject to the terms and conditions in these Website Terms (including clause 11), we grant you a limited licence to access the Website and view and use the content (and Materials).

## Restricted Use

The Website is provided for your personal, non-commercial use only. You warrant to us and agree that you are 18 years of age or over and have full legal capacity to access the Website under the laws of Australia or the laws of the jurisdiction in which you reside. If you are between the ages of 13 and 18 years old, you may access the Website with the prior permission of your parent or legal guardian, and you represent and warrant to us that you have such permission and that

your parent or legal guardian has reviewed and discussed these Website Terms with you.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, commercially exploit, create derivative works from, transfer, or sell any content, software, products or services contained within or derived from the Website or the Services without our prior written approval.

You may not use the Website or the Services, or any of our content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website without our express, prior written consent.

Your use of the Website and our Services is subject to international export controls and financial export requirements. By transacting tokens via the Services, you declare and undertake that you are aware of and subject to these requirements. Without limiting the foregoing, you are not entitled to use the Services if:

1. You are a citizen or resident of Cuba, Iran, North Korea, Sudan or Syria or any other country subject to US embargo, UN sanctions, the HM financial sanctions regime, or if you are on the list of specific citizens by the US Ministry of Finances or the list of people denied by the US Ministry of Trade, a non-verified list, the financial sanctions regime of the Ministry of Finances; or
2. you intend on supplying any digital asset purchased or stored to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to US embargo or the HM financial sanctions regime (or to a citizen or resident of any of these countries), or to a person on the list of specific persons, the list of denied persons, the unverified list, the list of entities of the financial sanctions regime of HM.

#### Links in the Services

The Website may contain links to linked services. Those links are provided for convenience only and may not remain current or be updated by us.

We are not responsible for the content or privacy policies or practices of persons or companies associated with linked services. We will not be liable to you or any other person for any loss or cost arising in respect of use or access to linked services. When you access any linked services you do so entirely at your own risk.

Linked services should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked services, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

## Links to the Website

You may find links to access our Website from third-party websites and services. We do not control or are responsible for such links (including the validity and security of such links).

We will not be liable to you or any other person for any loss or cost arising in respect of use or access (actual or purported) to our Website and services from links from third-party websites and services. When you access any such links you do so entirely at your own risk.

Links to our Website from third-party websites and services should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those third party websites and services, or of any information, graphics, materials, products or services referred to or contained on those third party websites and services, unless and to the extent stipulated to the contrary.

## Intellectual Property

We, or our third-party licensors, own all intellectual property rights in or in connection with the Intellectual Property.

We do not grant you any intellectual property rights in any thing (including the Intellectual Property and other information and content, whether in a material form or not) on or accessible via the Website (Materials).

Your use of our Website, any Services or Materials does not grant you any intellectual property rights in, ownership rights of or other rights in, or in connection with the Intellectual Property, the Website, any Services or Materials.

We reserve all rights to the Materials not expressly granted to you in these Website Terms.

You must not reproduce the Materials or communicate the Materials to the public (including via any form of linking) without our prior written approval. Any permitted use or disclosure (including reproductions and communications to the public) of any Materials by you are on the basis that:

1. such use and disclosure is at your own risk, including the risk of being sued for intellectual property infringement or misleading or deceptive conduct;
2. you ensure that all links to Materials are presented or used in a way that makes it clear that our Website and Services are the source of the Materials;
3. you ensure that anyone who uses or reproduces your links to the Materials does so on the same terms as a person who accesses the Materials directly from the Services;

4. you ensure that anyone who uses or reproduces your links to the Materials is not able to circumvent the limits (including technological restrictions and as to location) applying in respect of the Materials were the Materials to be accessed or sought to be accessed directly from the Services rather than via their links;
5. you do not link the Materials in a way that damages or takes advantage of our reputation, including in a way that suggests or implies that you have any association or affiliation with us or approval or endorsement; and
6. you otherwise comply with our directions, including any take down or cease or desist directions.

Subject to the terms and conditions of these Website Terms, you must not, or permit any third party to, do or attempt to do, any of the following without our express prior written consent in each case (consent could be withheld at absolute our discretion):

1. apply for, register, or otherwise use any intellectual property rights in the Intellectual Property or Materials, or substantially similar to the Intellectual Property or Materials, anywhere in the world;
2. sell, distribute for commercial gain or otherwise commercialise merchandise that includes, contains or consists of the Intellectual Property or Materials.

To the extent that you use our Website (and any Materials) which contain third party intellectual property, you acknowledge and agree that:

1. You will not have the right to use that third-party intellectual property except as provided for in the Website and subject to these Website Terms;
2. You might be subject to additional restrictions regarding the use of that third-party intellectual property depending on the licences from the third-party to us;
3. You will be responsible for complying with any restrictions regarding the use of that third-party intellectual property.

Your licence under these Website Terms to use the content of the Website and Intellectual Property (and Materials) applies when using any services available on our Website and is subject to any further limitations set out in any terms of use, or terms and conditions for additional products and/or services.

#### Proper Use

You must only use the Website and our Services for lawful purposes. You are prohibited from doing any act that we, acting reasonably,



consider to be inappropriate, or which is unlawful or prohibited by any laws applicable to the Website and our Services, including but not limited to any act which would constitute a breach of privacy, using the Services to defame or libel us, our employees or any other person.

You must not:

1. reverse engineer the code contained in the Website or upload files which contain viruses or malware which may cause damage to our property or the property of other individuals or post or transmit to our Website any material which we have not authorised including material which is, in our sole opinion, likely to cause annoyance, or which is racist, defamatory, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our security protocols;
2. damage, disrupt, interfere with or misuse the Website, including by data mining, hacking, data harvesting or scraping or using similar data gathering and extraction tools in respect of the Website;
3. launch any automated program or script, including web crawlers, web robots, web indexers, bots, viruses or worms or any program which makes multiple server requests per second or impairs the operation and/or performance of the Website;
4. use any device, software or routine intended to damage or interfere with the proper working of the Website or to intercept or sequester any system, data, images or other multimedia elements from the Website; or
5. use the Website in any way that would breach any other provision of these Website Terms including the provisions of clauses 8 to 13

#### Visitor Material

Other than information about an identifiable individual, which is covered under our Privacy Policy, any material you post, transmit or upload to the Website (including without limitation, reviews, comments, bug reports, ideas or other feedback) (Visitor Material) will be considered non-confidential and non-proprietary.

You consent to any act or omission which would otherwise constitute an infringement of your moral rights you may have in respect of Visitor Material. This consent survives any termination of these Website Terms.

You agree that we will have no obligations with respect to any Visitor Material, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Visitor Material and all data images, sounds, text and other things embodied in the

Visitor Material for any and all commercial and non-commercial purposes.

By posting, uploading or transmitting any Visitor Material, you represent and warrant that any Visitor Material does not and will not:

1. breach any applicable law;
2. contain any viruses or any other harmful program;
3. contain any defamatory, obscene or offensive material;
4. promote violence or discrimination;
5. infringe the intellectual property rights of another person;
6. breach any legal duty owed to a third party (such as a duty of confidence);
7. promote illegal activity or breach the privacy of any other person;
8. be threatening, abusive or invade another person's privacy or be likely to harass, upset, embarrass or annoy any other person;
9. give the impression that the Visitor Material originates from us;
10. be used to impersonate another person or to misrepresent your affiliation with another person; or
11. contain any unsanctioned advertising, promotional materials, or other forms of unsanctioned solicitation, including without limitation, junk mail, spam, chain letters or any unsolicited mass distribution of email.

The prohibited acts set out in clause 13.4 are not exhaustive. We reserve the right (but do not undertake, unless required by law, any obligation) to edit or remove any Visitor Material without notice to you, in our sole discretion.

You grant us an irrevocable, perpetual, exclusive, transferable, royalty free worldwide licence to use, copy, modify and distribute any Visitor Material in any manner we think fit (including without limitation, by reproducing, altering or communicating the Visitor Material to the public). You also grant us the right to sublicense these rights.

All Visitor Material contained on the Website is for information purposes only and does not constitute advice from us. Visitor Materials reflect the opinions of users who have used the Website and any statements, advice or opinions provided by such persons are theirs alone. To the maximum extent permitted by law, including any restrictions contained in the Australian Consumer Law, we assume no responsibility or liability to any person for any Visitor Materials, including without limitation, any errors, defamatory statements, obscenity, omissions or misrepresentations in any such Visitor Materials.

#### Promotions

From time to time we may make certain offers, or carry out promotions or

contests. Additional terms may apply to those offers, promotions or contests and you must agree to those additional terms. In the event of any inconsistency between these Website Terms and the terms of any offer, promotion or contest, the terms of the offer, promotion or campaign prevail over these Website Terms to the extent of any inconsistency.

#### Privacy Policy

We undertake to comply with the terms of our Privacy Policy which is available on our Website.

Your continued usage of our Website and/or Services will be taken to indicate your acceptance of the terms of our Privacy Policy insofar as it relates to our Website.

#### Security of Information

No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us.

Any information which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information.

#### Service Access

While we endeavour to ensure the Website is available 24 hours a day, we are not under any obligation to do so, and will not be liable to you if the Website is unavailable at any time or for any period. Your access to the Website or our Services may also be restricted at our discretion.

#### Termination of Access

Your access to the Website or the Services may be terminated at any time by us without notice to you. Following termination we will have no further obligations or liabilities to you. Any exclusions of liability or other provisions contained in these Website Terms which by their nature survive termination of these Website Terms will survive any such termination.

If your access to the Website or the Services is terminated by us following your breach of these Website Terms or your unlawful conduct (or suspected breach of these Website Terms or suspected unlawful conduct), termination will be in addition to any other rights we may have against you at law or in equity.

#### Severability

If any provision of these Website Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part

thereof will to that extent be severed and deemed not to form part of these Website Terms but the legality, validity and enforceability of all other provisions of these Website Terms will not be affected.

#### Governing Law

These Website Terms are governed by the laws in force in the State of New South Wales and you agree to submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising from these Website Terms.

#### Definitions

In these Website Terms:

1. Affiliate means a third party with whom we have entered into an agreement to assist our provision of the Website or our Services, and to or from which you hereby instruct us to obtain or send data, including payment instructions;
2. Personnel means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party;
3. Alive Network, we, us and our and similar terms are a reference to Alive Network Pty Limited (ACN 652 167 569) and our related entities;
4. Website means <https://mome.io> and/or any other website as we may operate from time to time.