

TERMS OF USE

1. APPLICATION OF TERMS

- 1.1 By using the website known as 'Makcorp' ("Website") and subscribing to obtain access to the data and information published by Mak Corporate Pty. Ltd. (ACN 164 392 652) ("Makcorp") on the Website from time to time ("the Information"), you agree your use of the Website and access to the Information is subject to:
- (a) these terms of use ("Terms"); and
 - (b) Makcorp's Privacy Policy ("Policy"),
- (together "the Terms and Conditions").
- 1.2 Reference to "you" means the person or entity (and/or any other person/entity acting on your behalf) who uses of the Website, pays for access to the Information from time to time or any person or entity that views the Information.
- 1.3 If you are acting on behalf of another person/entity, you and that other person/entity warrant you are authorised to act on behalf of that person/entity and are capable of binding you and that other person/entity to these Terms and Conditions.
- 1.4 By using the Website and/or by accessing the Information, you accept and agree to be bound by the Terms and Conditions. If you do not agree with any of the Terms or Conditions, you should immediately stop using the Website and accessing the Information.
- 1.5 Makcorp reserves the right, in its sole discretion, to change the Terms and Conditions in any manner and at any time without notice to you. Makcorp will endeavour to post any changes to the Terms and Condition on the Website as soon as reasonably practicable.
- 1.6 You acknowledge and agree:
- (a) it is your sole responsibility to review and check any updates to the Terms and Conditions from time to time;
 - (b) you are deemed to have notice of any modifications to the Terms and Conditions once Makcorp posts the changes to the Website; and
- if you continue to use of the Website and/or access the Information, you are deemed to have accepted the changes on and from the time the changes are published on the Website.

2. USE OF THE WEBSITE AND ACCESS TO INFORMATION

- 2.1 You can elect to subscribe to the Website to obtain access to the Information for a term of:
- (a) 1 month as an individual;
 - (b) 3 months as an individual; or
 - (c) 12 months if you are a business,

or for any other term which is detailed on the Website from time to time (“the Term”). In consideration for you paying the fee for the relevant Term as detailed on the Website from time to time, you will be granted access to view the Information. You must pay the fee to Makcorp in advance, without set-off or deduction and in the manner requested Makcorp from time to time.

- 2.2 Subject to you at all times complying with the Terms and Conditions, Makcorp grants you a non-exclusive non-transferable right to use the Website and to access the Information for your viewing purposes only.
- 2.3 The fee payable by you to access the Information is non-refundable.
- 2.4 You are responsible for paying all taxes and duties regarding your use of the Website and access to the Information in addition to the fees payable under these Terms, including but not limited to goods and services tax from time to time.
- 2.5 These Terms and Conditions will apply to any extension of the Term from time to time. On expiry of the Term, if you have not renewed your subscription to access the Information for another term, your right to use the Website and access the Information will automatically terminate and clause 6 will apply.

3. ACKNOWLEDGEMENTS

- 3.1 You acknowledge and agree:
- (a) the Website and the Information contains statements of fact only and Makcorp does not give any opinion, advice, recommendation, judgment, evaluation, analysis, assessment or conclusion regarding the Information;
 - (b) no presentation or arrangement of the Information by Makcorp gives or implies or is intended to give or imply any opinion, advice, recommendation, judgment, evaluation, analysis, assessment or conclusion regarding the Information;
 - (c) Makcorp does not in any way supply any services or advice to you, including but not limited to any accounting, financial, investment, wealth management, tax or legal services or advice whatsoever and the subscription fee payable by you only gives you a right to access the Information for your viewing purposes only;
 - (d) your use of the Website and access to the Information does not in any way constitute Makcorp rendering you any services or advice, including but not limited to any accounting, financial, investment, wealth management, tax or legal services or advice whatsoever;
 - (e) you use the Website and access the Information at your own risk and you must not rely on the Website or any Information (or any part of them) in making any decisions whatsoever, including but not limited to, any financial or investments decisions;
 - (f) you assume full responsibility and risk for any loss or damage resulting from your use of the Website and access to any Information. You must obtain and you are solely responsible for obtaining your own professional advice on your circumstances and any financial or investment decisions you make before accessing the Information;

- (g) you are responsible for your use of the Website and the Information accessed by you. You acknowledge Makcorp has no control over the Information viewed by you or any consequences obtained by you as a result of your use of the Website or access to the Information;
- (h) as the content of the Website and the Information is derived and compiled by Makcorp from third party sources for your viewing purposes only, you should conduct your own research to verify if the Information is correct, true, accurate, reliable, complete or up to date and you acknowledge and agree you must not rely on the Information for any purpose whatsoever;
- (i) while the content of the Website and the Information are derived from third party sources believed to be accurate and current, Makcorp and its directors, agents, officers, employees and contractors make no representation or warranty:
 - (i) that the content of the Website and the Information is correct, true, accurate, reliable, complete or up to date; or
 - (ii) that the Website or the Information will be available at all times or will be free from errors or interruption;
- (j) Makcorp has agreed to grant you access to view the Information based on and in reliance on the acknowledgments and agreement made by you in this clause 3 and by your agreement to the Terms and Conditions.

4. LIMITATION OF LIABILITY

4.1 To the maximum extent permitted by law:

- (a) Makcorp excludes all guarantees, conditions or warranties regarding the Website and Information and the use of the Website and access to the Information which may be implied or imposed by law including (without limitation) any warranty of merchantability, fitness for purpose and non-infringement;
- (b) if liability for breach of any guarantees, implied conditions or warranties cannot be excluded, Makcorp's liability is limited, to the cost of a refund of the fee payable under clause 2. You acknowledge this clause, and any reliance on it by Makcorp, is fair and reasonable;
- (c) Makcorp excludes all liability and responsibility to you or any other person for any direct or indirect loss, damage, liability, cost or expense suffered which results from any use of the Website and access to the Information;
- (d) Makcorp and its employees, agents and contractors exclude any and all liability regarding all or any part of the content contained in the Website or the Products;
- (e) without limiting the generality of any other conditions, Makcorp does not guarantee or make any warranty:
 - (i) the Website and access to the Information will work on all computer hardware platforms or configurations;

- (ii) the Website and access to the Information are free from errors, surreptitious code or contaminants including viruses, bugs, trojan horses, spyware or adware;
- (iii) Makcorp will successfully prevent corruption of data. Makcorp is not responsible if you are unable to access the Website or the Information, breach of privacy or downtime as a result of or arising from the use of the Website or access to the Information;
- (iv) the Website will be available to you 24 hours a day, 7 days a week or you will have uninterrupted use of the Website or access to the Information. Makcorp is not in any way responsible for any interference or prevention of your use of the Website or access to the Information. You accept the use of the Website and access to the Information is at your sole risk; and
- (v) you will have uninterrupted availability of applications hosted by the Website or connections to any online forums or third party sites.

4.2 Any material relating to use of the Website and access to the Information provided by or on behalf of Makcorp or any agent of Makcorp are provided in good faith and believed to be correct at the date of publishing. Access to the Information is granted to you on the sole basis you have no right of recourse against Makcorp or any agent of Makcorp in the event of any error in or omission from such Information or for any other reasons whatsoever.

4.3 The Website and Information may contain links to third party websites, services and products that are not owned or controlled by Makcorp. Links to third party sites may be included for your convenience but do not constitute endorsement of material at those sites, or any associated organisation, product or service. Makcorp assumes no responsibility for the content, policies or practices of any third party websites and products. By using the Website and having access to the Information, you specifically release Makcorp from any and all liability arising from your use of any third party website or product.

4.4 You acknowledge and agree any third party sites are used by you at your own risk and on the terms and conditions required by the third party site. Makcorp reserves the right to request removal of any link to the Website.

5. OBLIGATIONS

5.1 When using the Website and accessing the Information, you acknowledge and agree you must:

- (a) ensure all usernames and passwords required for you to access the Website and Information are kept secure and confidential and are not disclosed to any other party;
- (b) immediately notify Makcorp of any unauthorised use of your passwords or any other breach of security and not responsible for loss which occurs as a result of any unauthorised use and you may be held responsible for losses incurred by Makcorp or any third party due to any authorised use of your account; and
- (c) take all other actions Makcorp reasonably deems necessary to maintain or enhance the security of and your use of the Website and access to the Information.

- 5.2 When using the Website and accessing the Information, you acknowledge and agree you must not:
- (a) copy, reproduce or redistribute the Website or the Information (or any part of the Website or Information) in any way without the prior written consent of Makcorp;
 - (b) attempt to undermine the security or integrity of Makcorp's server, computing systems or networks or, where the Website is hosted by a third party, that third party's computing systems;
 - (c) interfere with any other person's use of and enjoyment of the Website or access to the Information;
 - (d) use or misuse the Website and your access to Information in any way which may impair the use of the Website or access to Information or systems used to deliver these;
 - (e) use the Website or Information for any unlawful purposes;
 - (f) attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the Website is hosted and the Information is displayed;
 - (g) transmit, or input into the Website or any other sites or applications regarding the Information, any files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
 - (h) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website;
 - (i) knowingly or recklessly post, link to, install or transmit, or permit third party users to post, link to or to transmit:
 - (i) any material that is abusive, threatening, harmful, malicious, defamatory, obscene, pornographic, profane or otherwise unlawful;
 - (ii) any material containing a virus or other hostile computer program;
 - (iii) any material that constitutes or encourages a criminal offence, gives rise to civil liability or infringes the intellectual property rights of any third parties;
 - (j) use the Website or access the Information for the purposes of relying on the Information for any investment, financial or other use;
 - (k) alter, modify, reverse engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the Website;
 - (l) sell, market, network, transfer, licence, sub-licence, rent, lend or otherwise dispose of or distribute use of the Website or access to the Information;
 - (m) allow any other person or entity to engage in any unlawful or prohibited use in relation to the Website and the Information. You are responsible for any and all

activities that occur under your account by any person and Makcorp is not liable for any loss that you may incur as a result of unauthorised use. You may be held responsible for losses incurred by Makcorp or any third party due to any unauthorised use of your account or the Website or access to the Information.

6. TERMINATION

- 6.1 If you do not pay any money which is payable by you under the Terms and Conditions, Makcorp may immediately terminate your use of the Website and access to the Information without notice to you.
- 6.2 If you breach any of the other Terms or Conditions and do not remedy the breach within 7 days after receiving a notice from Makcorp, Makcorp may take any or all of the following action:
- (a) immediately terminate your use of the Website and access to the Information;
 - (b) suspend, for any period of time, your use of the Website and access to the Information; and/or
 - (c) take either of the actions in (a) or (b) above for any or all other persons whom you have authorised to have access to your information or data.
- 6.3 If you are not satisfied with your use of the Website or access to the Information, your sole remedy is to terminate your use of the Website and access to the Information. You will not be entitled to a refund of any monies paid by you for the use of the Website and access to the Information if you terminate the Term early.
- 6.4 The Terms and Conditions will survive termination of your use of the Website and access to the Information. Termination of your use of the Website and access to the Information or expiry of the Term will not prejudice any right which Makcorp may have, but for the termination or expiration.

7. INDEMNITY

You indemnify Makcorp and its employees, agents, contractors, associates and affiliates against any and all claims, costs, damages and loss arising from:

- (a) any breach or alleged breach of the Terms and Conditions; and/or
- (b) any use of the Website and access to the Information,

by you or any person or entity on your behalf. You acknowledge and agree this condition survives termination or expiration of your use of the Website and access to the Information.

8. GENERAL

- 8.1 If there is any inconsistency, the Terms and Conditions shall be read in the following order of priority to be extent of any inconsistency, firstly the Terms and secondly the Policy.
- 8.2 If either party waives any breach of the Terms and Conditions, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

- 8.3 Makcorp will not be liable for any delay or failure in performance of its obligations under the Terms and Conditions.
- 8.4 You may not assign or transfer any rights regarding your use of the Website and access to the Information to any other entity or person without Makcorp's prior written consent, which may be withheld in its absolute discretion.
- 8.5 The Terms and Conditions are governed by the laws of Western Australia and by accepting to be bound by the Terms and Conditions you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia for any disputes arising out of or in connection with the Terms and Conditions.
- 8.6 If any part or provision of the Terms and Conditions is or becomes invalid, void, unenforceable or in conflict with the law, that part or provision is severed from the Terms and Conditions to the intent that all parts that are not, or do not, become void or unenforceable remain in full force and effect and are unaffected by that severance.
- 8.7 Any notice given under the Terms and Conditions by either party to the other must be by email and will be deemed to have been given on transmission. Notices to Makcorp must be sent to **steve@makcorp.net.au** or to any other email address notified by email to you by Makcorp. Notices to you will be sent to the email address which you provided when purchasing your subscription to use the Website and access the Information.
- 8.8 It is your responsibility to ensure Makcorp is provided with all of your current contact details, including your email address and you receive and check your emails regularly. Makcorp is not liable to you for any loss or damage you may incur as a result of you not providing your current details or not receiving any communication from Makcorp regarding the Products.
- 8.9 The Terms and Conditions supersede and extinguish any prior agreements, representations (whether oral or written) and understandings and constitutes the entire agreement between you and Makcorp.