

## Icebreaker Finance Terms and Conditions of Use

Icebreaker Finance Pty Ltd (**Icebreaker Finance, we, us or our**) operate a website designed to provide information about Icebreaker Finance and the services we may provide (**the Website**). The Website we offer at <https://www.icebreakerfinance.biz/> is operated by Icebreaker Finance for marketing purposes. Your use of the Website is governed and dealt with in accordance with these terms, and before you visit the Website you should ensure you thoroughly read and understand these Terms of Use. When you use the Website and associated services, including third-party services (**Third-Party Services**), you must agree to the terms and conditions governing that access of the Third-Party Services, we are not responsible for any Third-Party Services' terms and conditions. If you do not agree with any of the terms and conditions of use, you should not visit the Website.

You can access the Website directly should you wish to do so. We provide the Website to you 'AS-IS' and at your own risk and without warranties of any kind. No developer or entity involved in creating the Website will be liable for any claims or damages whatsoever associated with your use, inability to use, or your interaction with the Website, including any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or loss of profits, cryptocurrencies, tokens, or anything else of value.

### Operative clauses

#### 1. Applicability of Agreement

- (a) Your use of the Website will be subject to these Terms and Conditions of Use, unless otherwise agreed in writing.
- (b) If you engage in any Third Party Services made available through the Website, those services are provided subject to the provider's own terms and conditions. These Terms and Conditions will not apply to any agreements entered into with third parties, even if you discover those third parties through the Website.
- (c) As noted above, you will be deemed to have agreed to these Terms and Conditions of Use by continuing to use and engage with the Website.
- (d) You will be considered to be engaging with the Website by:
  - (1) visiting the Website;
  - (2) accessing any links made available through the Website;
  - (3) engaging in the Website in any way.(together **Engagement or Engage**)
- (e) Termination will not affect any parties' obligations set out in the Terms and Conditions of Use prior to termination.

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## **2. Website Access**

- 2.1 The Website is accessible at: <https://www.icebreakerfinance.biz/>.
- 2.2 You will not need to create an account or register to Engage with the Website.
- 2.3 The Website is provided for your personal, non-commercial use only.
- 2.4 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 without prior written approval.
- 2.5 You may not use the Website, or any of our content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website without express, prior written consent.

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## **3. Termination**

### **3.1 Termination with cause**

These Terms and Conditions of Use may be terminated with immediate effect:

- (a) by us if any of the warranties in clause 4.1 are breached; or
- (b) by either party if the other party commits any material breach of its obligations under these Terms and Conditions of Use, and fails to remedy such breach (if capable of remedy) within **30 days** of receipt of notice from the non-defaulting party requiring it to do so.

### **3.2 Effect of termination**

- (a) Termination of these Terms and Conditions of Use does not affect the rights of the parties which have accrued prior to the termination. However, if you Engage with the Website without having been provided with Credit Strategy Advice then you are not entitled to any rights once these Terms and Conditions of Use are terminated.

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## **4. Warranties**

### **4.1 User warranties**

You warrant and assure us that:

- (a) any Engagement with the Website is undertaken at your own risk and that we will not be liable for any Loss of any kind including Loss of profits, expectation or opportunity, consequential loss, direct or indirect Loss of any kind and including any Loss of assets arising from any breach of security or unauthorised access or unexpected operation of any smart contracts forming part of the Website;
- (b) none of the activity in which you Engage with the Website is derived from or for any illegal or unlawful purpose. You will substantiate the source of, or purpose of, interactions with the Website if requested by us;

- (c) 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;
- (d) you have sole control of any third party communication channel used to communicate with us and you have secured the password(s) and credentials for accessing that third party service;
- (e) you will only use the Website for lawful purposes. You warrant you will not do any act that we, acting reasonably, consider to be inappropriate, or which is unlawful or prohibited by any laws applicable to the Website, including but not limited to any act which would constitute a breach of privacy, using the Website to defame or libel us, our employees or any other person;
- (f) you will not 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 the website any material which has not been 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;
- (g) you will not damage, disrupt, interfere with or misuse the Website, including by data mining, hacking, data harvesting or scraping, the launching of 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, or using similar data gathering or performance reducing tools in respect of the Website;
- (h) all information supplied by you is true and accurate as at the time it is given, and that any information you provide has been stored in accordance with best practice security measures and no other party, other than you or your authorised representative, has used, or has access to, the content of the information;
- (i) as far as you are aware, there are no facts, circumstances or other information which:
  - (1) you have not fully and fairly disclosed in a manner and to the extent that would allow us to make a reasonable assessment of those facts, matters and circumstances prior to execution of these Terms and Conditions of Use or the Website; and
  - (2) is of such nature and materiality that a reasonable person, had they been made aware, could not reasonably be expected to offer these services;
- (j) you are not involved in any capacity in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration (nor which are pending or threatened); and
- (k) you have had the opportunity to obtain independent legal advice in relation to the terms and effect of these Terms and Conditions of Use.

#### **4.2 Continuous warranties**

You represent and warrant that each of the warranties in clause 4.1 are true and accurate, and not misleading or deceptive as at the date of these Terms and Conditions

of Use, and, except as expressly stated, will be true, accurate and not misleading or deceptive each time you visit the Website.

#### **4.3 Notification**

You must disclose to us anything that has or will constitute a material breach of any warranty under clause 4.1, or cause any warranty under clause 4.1 to be untrue or inaccurate, as soon as practicable after you become aware of it.

#### **4.4 Mutual warranties**

Each party warrants and assures the other party that:

- (a) If a legal entity:
  - (1) it is duly incorporated and validly exists under the law of its place of incorporation; and
  - (2) it is not subject to insolvency.
- (b) If an individual or a legal entity:
  - (1) the execution and delivery of this agreement has been properly authorised by all necessary action of each party; and
  - (2) this agreement constitutes a legal, valid and binding agreement enforceable in accordance with its terms by appropriate legal remedy.

#### **4.5 Warranties and Disclaimer**

- (a) Nothing in these Terms and Conditions of Use excludes, restricts, or modifies or purports to exclude or restrict the conditions, warranties and undertakings arising under applicable laws. Our liability for death or personal injury arising from our negligence or for any condition, warranty, right or liability implied in these Terms and Conditions of Use by law cannot be excluded. The Website is provided to you strictly on an “as is” and “as available” basis. You acknowledge that:
  - (1) Your use of the Website is at your own risk and is also subject to the terms and conditions of the websites, products and services of third parties that you access via the Website;
  - (2) Prior to accepting these Terms and Conditions of Use, you have been given a reasonable opportunity to examine and satisfy yourself as to the contents of these Terms and Conditions of Use;
  - (3) at no time prior to accepting these Terms and Conditions of Use have you relied on our skill or judgement, and you acknowledge that it would be unreasonable for you to do so.
- (b) 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 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).
  - (c) To the extent that we are in breach of any consumer guarantee or any other warranty or condition that cannot be excluded from these Terms and Conditions of Use:
    - (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 \$100.
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## **5. Indemnity and Release**

- (a) You must indemnify us and our Personnel and keep us and our Personnel indemnified at all times to the fullest extent permitted by law in respect of any Loss or Claim which we or our Personnel may suffer, sustain or incur arising from, or connected with, a breach of any clause of this agreement without limitation.
  - (b) By using the Website you agree to release us from any claims to the fullest extent permitted by law in respect of any Loss or Claim how so ever arising including in respect of your use of the Website and including any claim for Loss of profits, opportunity or expectation, consequential loss and claims for direct or indirect damages claims of any kind.
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## **6. Limitation of liability**

### **6.1 Compliance with laws – No monitoring responsibilities**

- (a) We will have no liability or responsibility for your compliance with laws or regulations governing your Engagement with the Website. Further, you are solely responsible for compliance with all applicable requirements of any laws, rules, and regulations of governmental authorities having jurisdiction over your interactions with the Website and/or your business operations generally.
- (b) You further acknowledge that neither us nor any of our Personnel is, and will not be, by virtue of providing access to the Website, an advisor or fiduciary to you.

### **6.2 Third Party Services**

Subject to clause 6.1, we will not be liable for the performance, errors or omissions of unaffiliated, nationally or regionally recognised third parties or decentralised networks such as, by way of example and not limitation: blockchain networks (whether private/permissioned or public), courier companies, national postal services and other delivery services, telecommunications and other companies not under our reasonable control, and third parties not under our reasonable control providing services generally, such as, by way of example and not limitation: companies and other entities providing processing and payment or transaction services (including “Layer 2” or similar “roll-up” or optimisation services), banking partners, custody services, market making services and/or third party pricing services and decentralised blockchain networks such as, by

way of example and not limitation, the blockchain(s) upon which the Website may depend upon or associate with from time to time.

### **6.3 No liability for Consequential Loss**

Neither party will be liable to the other for any Loss or Claim in the nature of consequential or indirect loss, including without limitation loss of profits, loss of chance, loss of expectations, or loss of opportunity.

### **6.4 Website 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:

- (a) your use of the Website or any linked services (including interference with or damage to your computer or mobile devices arising in connection with any such use);
- (b) the Website being interrupted or unavailable;
- (c) errors or omissions from the Website;
- (d) any failure or lack of any security measures relating to the Website, or any third party including in relation to the storage or transfer of;
- (e) viruses, malicious codes or other forms of interference effecting the Website or any linked services;
- (f) your use of or reliance on information contained on or accessed through the Website or any linked services, which information may be incorrect, incomplete, inadequate or outdated;
- (g) goods or services supplied pursuant to or in any way connected with the Website;
- (h) unauthorised access to or use of the servers and/or any information stored on them; or
- (i) any failure or omission on our part to comply with our obligations as set out in these Terms and Conditions of Use.

### **6.5 Specific warnings**

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

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## 7. Copyright

- 7.1 All legal rights, title and interest in and to all elements of the Website and the content of the Website (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.
- 7.2 Other than for the purposes of, and subject to the conditions prescribed under applicable laws, and except as expressly authorised by these Terms and Conditions of Use or in writing by us, you may not in any form or by any means:
- (a) copy, adapt, reproduce, store, distribute, print, display, perform, publish, or create derivative works from any part of the Website or the Intellectual Property; or
  - (b) commercialise any information, products, or services obtained from any part of the Website or the Intellectual Property.

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## 8. Privacy

- 8.1 The privacy of your personal information, which may be used to reasonably identify you (**Personal Information**), is important and we are committed to complying with requirements of relevant privacy laws.
- 8.2 Personal Information may include:
- (a) your name, address, date of birth, gender, email address, telephone number; and
  - (b) information about your individual preferences.
- 8.3 Personal Information is not required for use of the Website, and therefore, we will not collect, store, or disclose any personal or sensitive information from you when you are using the Website. However, if you provide Personal Information to us in any way, we may collect, store, or disclose your Personal Information in accordance with these Terms and Conditions of Use.
- 8.4 These Terms and Conditions of Use apply when you access the Website, and interact generally with us but does not apply to Third Party Sites. We are not responsible for the privacy policies or content of Third Party Sites.
- 8.5 **Use of Cookies**

Cookies and other tracking technology (**Cookies**) may be used when you access the Website to recognise you and customise your online experience. Cookies are small files that store information on your computer, mobile phone or other device. They enable us to recognise you across different websites, services, devices and/or browsing sessions. Cookies also assist in customising online content and advertising, saving your preferences for future visits to the Website, measuring the effectiveness of promotions, prevent potential fraud and analyse your and other users’ interactions with the Website.

- 8.6 We may amend this clause from time to time at our sole discretion, particularly where we need to take into account and cater for any:
- (a) business developments; or
  - (b) legal or regulatory developments.
- 8.7 If we make changes, we will notify you by revising the date at the top of these Terms and Conditions of Use and in some cases, may provide you with additional notice (such as adding a statement to the Website homepage or sending you a notification). We recommend you review these Terms and Conditions of Use whenever you access the Website or otherwise interact with us to stay informed about information practices and the ways you can help protect your privacy.
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## **9. Notices**

- 9.1 Unless a provision of these Terms and Conditions expressly states otherwise, a notice, consent, approval, waiver or other communication (notice) in connection with these Terms and Conditions of Use must be in writing and in English and sent, in the case of us, via the Website, or in the case of you, to your nominated email or published on the Website with public access to such notice.
- 9.2 Any notice will be deemed to be received within 24 hours of publication online.
- 9.3 A party must immediately notify the other party in writing of any changes to its contact details.
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## **10. Disputes**

### **10.1 Proceedings suspended**

You must not begin legal proceedings in connection with a dispute arising out of or in connection with these Terms and Conditions of Use unless the steps in this clause 10 have been followed. However, this limitation does not apply:

- (a) to a party who wants to apply for equitable relief or urgent interlocutory relief; or
- (b) to a party who attempts in good faith to comply with clauses 10.2, 10.3 and 10.4 but cannot do so because the other party does not comply with those clauses.

### **10.2 Notice of dispute**

If a dispute arises out of or in connection with these Terms and Conditions of Use (including the validity, breach or termination of it), a party may notify the other party to the dispute. The notice must specify the dispute and indicate that the notifying party wants the dispute to be referred to mediation.

### **10.3 Commencement of mediation**

- (a) If the dispute is not resolved within 10 Business Days after a notice under clause 10.2 has been served (**Notice Period**), the dispute is by this clause 10.3 submitted to mediation.
- (b) The mediation must be conducted in New South Wales, Australia in accordance with the mediation guidelines / rules of the Resolution Institute, save any process

in these Terms and Conditions which is inconsistent with those guidelines or rules will take precedence to the extent of any inconsistency.

- (c) If the parties have not agreed on the mediator and the mediator's remuneration within **5 Business Days** after the end of the Notice Period:

- (1) the mediator is the person appointed by; and
- (2) the remuneration of the mediator is the amount or rate determined by, the President of the Law Society of New South Wales or the President's nominee, acting on the request of any party.

#### 10.4 **If dispute not resolved**

If the dispute is not resolved within **1 month** after the appointment of the mediator, you may take legal proceedings in connection with the dispute.

#### 10.5 **Confidentiality**

Each party must keep confidential, all information relating to the subject matter of a dispute as disclosed during or for the purposes of dispute resolution under this clause 10, unless that party is compelled by a regulatory or government authority, court or tribunal to disclose that information.

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### 11. **General**

#### 11.1 **Governing law and jurisdiction**

These Terms and Conditions are governed by the laws of Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and the New South Wales division of the Federal Court of New South Wales and the courts of appeal from them.

#### 11.2 **Amendment**

We reserve the right to amend these Terms and Conditions of Use from time to time in our absolute discretion. Amendments will be effective as soon as such changes are notified to you in writing from time to time.

#### 11.3 **Precedence**

Where there is inconsistency between these Terms and Conditions of Use and other content displayed as part of the Website, the content of these Terms and Conditions of Use will prevail to the extent of any inconsistency.

#### 11.4 **Force Majeure**

We will not be liable for any delay or failure to perform our obligations under these Terms and Conditions of Use if such delay is due to any circumstances beyond our reasonable control (including but not limited to epidemics, pandemics, blockchain congestion or attacks, Government sanctions or orders, whether known or unknown at the time the parties enter into these Terms of Use) (**Force Majeure Event**).

### **11.5 Waiver**

A provision of these Terms and Conditions of Use or a right created under it may not be waived except in writing signed by the party granting the waiver.

### **11.6 Exercise of a right**

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

### **11.7 Remedies cumulative**

The rights and remedies provided in these Terms and Conditions of Use are cumulative with and not exclusive of the rights and remedies provided by law independently of these Terms and Conditions of Use.

### **11.8 No merger**

The rights and obligations of the parties (including under the warranties) will not merge on completion of any transaction under these Terms and Conditions of Use. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

### **11.9 Assignment**

- (a) These Terms and Conditions of Use are for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by these Terms and Conditions of Use.
- (b) We may assign our rights under these Terms and Conditions of Use without your consent, at any time.

### **11.10 Severance**

If any provision of these Terms and Conditions of Use are void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails the whole provision must be severed. That will not invalidate the remaining provisions of these Terms and Conditions of Use nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

### **11.11 Entire agreement**

- (a) These Terms and Conditions of Use constitute the entire agreement of the parties in respect of the subject matter of these Terms and Conditions of Use and supersedes all prior discussions, representations, undertakings and agreements.
- (b) None of our agents or representatives are authorised to make any representations, conditions or agreements not expressed by us in writing nor are we bound by any such statements.

### 11.12 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to these Terms and Conditions of Use and the transactions contemplated by it, including but not limited to the execution of documents.

### 11.13 Relationship

Nothing in these Terms and Conditions of Use constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably save as expressly stated in these Terms and Conditions of Use.

### 11.14 Knowledge

In these Terms and Conditions of Use, a reference to the awareness or knowledge by you is a reference to the actual knowledge, information and belief you have as at the date of any transaction taking place pursuant to these Terms and Conditions of Use.

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## 12. Definitions

In this agreement:

**Business Day** means any day except a Saturday or a Sunday or any public holiday in New South Wales;

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, however arising whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this agreement and to where the extent the context permits, includes all associated Loss;

**Engage or Engages or Engaging or Engagement** has the meaning given in clause 1(d) ;

**Loss** includes any loss, damage, cost, charge, liability or expense (including legal costs and expenses);

**Personnel** means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party;

**Third Party Sites** means online websites or services that we do not own or control, including websites of our partners; and

**Website** means the website available at <https://www.icebreakerfinance.biz/>.