

**LYKHOUSE PTY LTD (ACN 662 262 491) – Website Terms of Use**

This website (**Site**) is operated by LYKHOUSE PTY LTD trading as Lykhouse (ACN 662 262 491) (**we, our or us**). It is available at: lykhouse.com and may be available through other addresses or channels.

**Consent:** By accessing and/or using our Site, you agree to these terms of use (**Terms**) and our Privacy Policy (available on our Site). You may also accept these Terms by clicking to accept or agree to the Terms where this option is made available to you. Please read these Terms carefully and immediately cease using our Site if you do not agree to them.

**Information:** The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

ASIC's Regulatory Guide to internet discussion sites (RG162) sets out the following disclaimers and warnings:

**Disclosure and warnings to people who view postings**

- (a) The Content and the User Content posted on the Site is not professional investment advice.
- (b) We do not endorse or vouch for the accuracy or authenticity of any User Content on the Site.
- (c) You are not permitted to upload, post or transmit (such as via a stream) or otherwise make available User Content through the Site as a licensed investment adviser, or as a representative of a licensed adviser;
- (d) The Content and the User Content are at best general information, not professional investment advice prepared by taking into account any individual circumstances and needs of particular investors. Therefore, before acting on the basis of what is said in a posting, you should:
  - (i) consider consulting a licensed adviser (ASIC's website at [www.asic.gov.au](http://www.asic.gov.au) has a list of licensed advisers); and
  - (ii) visit ASIC's consumer website at [www.fido.gov.au](http://www.fido.gov.au) for general guidance about investing;
- (e) users that upload, post or transmit (such as via a stream) or otherwise make available User Content through the Site are individually responsible for the accuracy and authenticity of their User Content;
- (f) because of the nature of the internet, it may be hard to identify or locate the person making an upload, post or transmit (such as via a stream) or otherwise making available User Content through the Site. The person may also be in an overseas jurisdiction, so it may be hard to take any legal action against them;
- (g) you will have no access to ASIC-approved dispute resolution schemes to recover any losses you may suffer by relying on the User Content;

- (h) securities cannot be offered to you for sale or issue through an upload, post or transmit (such as via a stream) or otherwise making available User Content through the Site; and
- (i) it is advisable that you alert us or ASIC Infoline on 1300 300 630 if you have good reason to suspect that any upload, post or transmit (such as via a stream) or otherwise available User Content through the Site are inaccurate, are based on inside information or are likely to mislead or deceive people who view or use the postings.

#### **Disclosure/warnings to people making the postings**

- (a) you are personally responsible for any upload, post or transmit (such as via a stream) or otherwise made available User Content made by you through the Site (including any alterations you make to postings). Therefore, you should not include any misleading or deceptive information in your postings and not carry out illegal or unauthorised activities using the Site. Information in postings may, where appropriate, be made available to ASIC. ASIC and people acting on such information may take action against you;
- (b) if you include hyper-links to other sites, you may be seen as endorsing the material on such sites. It may be advisable for you to warn people accessing other sites that you do not endorse or take responsibility for material in the hyper-linked sites;
- (c) if you own or have some other interest in a security, or you have any connection with a securities issuer that you might benefit from, you must disclose that fact. For example, you may be entitled to receive direct or indirect commissions, fees or other benefits from a financial product or service provider; or you may be associated with a particular securities issuer such as by being an employee or director of a securities issuer. If so, you must disclose that fact in your posting of User Content; and
- (d) if we find or reasonably suspect that you are making illegal or unauthorised User Content, your right upload, post or transmit (such as via a stream) or otherwise make available User Content through the Site will be withdrawn.

**Exclusion of competitors:** You are prohibited from using our Site, including all content, materials, information, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Site, and all intellectual property rights related thereto (**Content**), in any way that competes with our business. If you are in the business of providing similar services for the purposes of providing them to users for commercial gain, whether business users or domestic users, then you are a competitor of us. Competitors are not permitted to use or access any information or Content on our Site.

**Your Account:** To access or use some of our Site, including but not limited participating in discussion boards, you must create an account with us. When you create this account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must notify us immediately.

You agree that you are solely responsible (to us and to others) for the activity that occurs under your account.

We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Site or infringe or violate any third party rights, or violate any applicable laws or regulations.

Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorised by us.

Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the User Content or information you have added.

**Licence to use our Site:** We grant you a non-exclusive, limited, royalty-free, revocable, worldwide, non-transferable, non-sublicensable licence to access and use our Site, and to access the Content solely for your personal, non-commercial use through your use of the Site and solely in compliance with these Terms. All other uses are prohibited without our prior written consent. We reserve all rights not expressly granted herein in the Site and the Content. You acknowledge and agree that we may terminate this license at any time for any reason or no reason.

No rights are licensed with respect to sound recordings and the musical works embodied therein that are made available from or through the service.

**Prohibited conduct:** You must not:

- (a) access or use the Site if you are not fully able and legally competent to agree to these Terms or are authorised to use the Site by your parent or legal guardian;
- (b) upload, post or transmit (such as via a stream) or otherwise make available User Content through the Site as a licensed investment adviser, or as a representative of a licensed adviser;
- (c) make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Site or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Site or any derivative works thereof;
- (d) distribute, license, transfer, or sell, in whole or in part, any of the Site or any derivative works thereof;
- (e) market, rent or lease the Site for a fee or charge, or use the Site to advertise or perform any commercial solicitation;
- (f) use the Site, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- (g) interfere with or attempt to interfere with the proper working of the Site, disrupt our website or any networks connected to the Site, or bypass any measures we may use to prevent or restrict access to the Site;
- (h) incorporate the Site or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Site in our sole discretion;

- (i) impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Site;
- (j) intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (k) use or attempt to use another's account, service or system without authorisation from us, or create a false identity on the Site;
- (l) use the Site in a manner that may create a conflict of interest or undermine the purposes of the Site, such as trading ratings with other users or writing or soliciting fake ratings;
- (m) conduct any unsolicited or unauthorised advertising, solicitations, promotional materials or any other prohibited form of solicitation;
- (n) do or attempt to do anything that is unlawful;
- (o) do or attempt to do anything prohibited by any laws applicable to our Site;
- (p) do or attempt to do anything which we would consider inappropriate; or
- (q) do or attempt to do anything which might bring us or our Site into disrepute, including (without limitation):
  - (i) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
  - (ii) using our Site to defame, harass, threaten, menace or offend any person;
  - (iii) interfering with any user using our Site;
  - (iv) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
  - (v) using our Site to send unsolicited messages; or
  - (vi) facilitating or assisting a third party to do any of the above acts.

**User Content:** You may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Site including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein (**User Content**) on our Site. By making available any User Content on or through our Site, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and

- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We reserve the right, at any time and without prior notice, to remove or disable access to content, including removing User Content, at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms or any community guidelines, or otherwise harmful to the Site or our users.

Our automated systems may analyse your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

### **Additional Paid Features**

There are no fees payable for the use of many aspects of the Site. However, some features may be available for purchase (**Paid Features**). In addition to these Terms, by purchasing Paid Features, you further agree to the Paid Features terms and conditions made available to you prior to purchase.

**Intellectual Property rights:** Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and all of the Content. Use of the Content or materials on the Site for any purpose not expressly permitted by these Terms is strictly prohibited. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors' prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content. You must not:

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

We do not claim ownership of your content that you post on or through the Site and you are free to share your Content elsewhere. However, when you share, post or upload Content in connection with the Site, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content (consistent with your privacy and Site settings). You can delete Content individually or all at once by deleting your account.

**Third party sites:** Our Site may contain links to websites and/or sites operated by third parties including advertisers. Third party content is not under our control. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites and/or Sites. You should make your own investigations with respect to the suitability of those websites and/or Sites.

The Site may also contain sponsored third-party content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any Content on the Site, including User Content.

**Warranties and disclaimers:** To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our Site will be secure.

Everything on our Site and the Content is provided to you “as is” and “as available” without warranty or condition of any kind. You read, use and act on our Site and the Content at your own risk.

**Limitation of liability:** To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

**Indemnity:** To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

**Discontinuance:** We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

**Termination:** These Terms are effective until terminated. We may terminate these Terms at any time and without notice to you.

If you no longer want to use our services again, and would like your account deleted, or if you want to terminate these Terms, you may do so by deleting your account.

In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

**Disputes:** Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Site or these Terms, please contact us. If there is a dispute between the parties in relation to these Terms, the parties agree to the following dispute resolution procedure:

- (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The

parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting.

- (b) If the parties cannot agree how to resolve the dispute at that initial meeting, any party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time and place for mediation. The parties must attend the mediation in good faith, to seek to resolve the dispute. Any communications may take place virtually if so required.

Any attempts made by the parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the parties under these Terms, by law or in equity.

**Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

**Jurisdiction:** Your use of our Site and these Terms are governed by the laws of Queensland. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

**Variations:** We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. The Content is subject to change without notice. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your record. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.

**Severance:** If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, the part shall be severed and the rest of the Terms shall remain in force.

**For any questions and notices, please contact us at:**

LYKHOUSE PTY LTD trading as Lykhouse – ACN 662 262 491

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