

Terms of Service

THESE TERMS OF SERVICE APPLY TO FAAA PRACTICES ONLY

Last updated: 10 December 2025

1. General

- 1.1. These Terms of Service and URL Terms (**Agreement**) apply to a FAAA Practice and govern your use and access to the Platform and Services.
- 1.2. This Agreement forms a legally binding contract between you and KordaMentha. By:
 - (a) clicking “I ACCEPT” (or similar act);
 - (b) establishing an Account to use and access the Platform and Services; or
 - (c) using and accessing our Platform and Services,you agree to be bound by this Agreement.
- 1.3. In undertaking any of the acts set out in section 1.1 on behalf of company or other legal entity, you represent to us that you have the authority to enter into, and bind that company or other legal entity, to the Agreement.
- 1.4. For the avoidance of doubt, the FAAA Subscription Agreement does not form part of the Agreement with KordaMentha and is a separate contract that governs your relationship with the FAAA.

2. Order of priority

- 2.1. To the extent of any inconsistency between the documents forming this Agreement, and notwithstanding anything contrary in those documents, the following order of priority shall apply:
 - (a) these Terms of Service; and
 - (b) the URL Terms.
- 2.2. No other terms and conditions can be incorporated into this Agreement, other than by express written agreement between you and us. Under no circumstances will:
 - (a) the FAAA Subscription Agreement;
 - (b) any terms or conditions set out in any document issued by you in connection with the Agreement; or
 - (c) any terms or conditions inserted or modified by you into any document forming this Agreement without our prior written consent,be deemed to modify, alter or expand the rights, duties and obligations of the parties under this Agreement, regardless of our failure to object to such terms and conditions.

3. Modification

- 3.1. We reserve the right to modify or vary the Agreement (including the URL Terms) at any time without liability to you (including to reflect any changes in the law, technology, our operations, the Platform or Services). We or the FAAA may send you a notice advising of any update.

- 3.2. It is also your responsibility to periodically review these Terms of Service for any changes (which shall be reflected by the date appearing at the top of these Terms of Service).
- 3.3. Subject to section 3.5, your continued use of our Platform and the Services constitute your acceptance of any modified Agreement.
- 3.4. If you do not agree with our modifications, your sole remedy is to cease using the Platform and Services.
- 3.5. If you can demonstrate that any update has a material adverse effect on you, you may provide us with a written notice of termination within 30 days of the date of amendment of the Terms of Service.

4. Provision of Platform and Services

- 4.1. You acknowledge that we provide our Platform and Services in reliance on Third-Party Inputs and Third-Party Content. Subject to the forgoing, we use all reasonable endeavours to provide the Platform and perform the Services with due care and skill and in accordance with Applicable Laws.
- 4.2. We shall cooperate with you to ensure that the Services can be provided efficiently during our Business Hours.
- 4.3. On notice to you (either from us or the FAAA), we may add, remove or change any feature or functionality on our Platform and the Services provided at any time.

5. Account

- 5.1. You will be required to register an account with us to use and access the Platform and Services (**Account**). You may invite your Personnel to use and access the Platform and the Services as a User under your Account.
- 5.2. To create an Account, you must:
 - (a) provide true, accurate, complete and up-to-date information on registration (**Account Information**); and
 - (b) comply with all reasonable requests by us to verify your identity
- 5.3. You must:
 - (a) not provide your login ID and password (**Credentials**) to any other person; and
 - (b) immediately change the Credentials if any computer, electronic device, email account or network used to access the Platform and Services is compromised, or suspected of being compromised, by security breach or cyber incident, and promptly notify us of the same.
- 5.4. You must promptly update your Account Information if, at any time, it is or becomes outdated, incorrect or incomplete.
- 5.5. You are responsible for all acts or omissions that occur through your Account, including all risks of unauthorised access and transactions under your Account.
- 5.6. In addition to any rights that we may have in respect of your conduct (including that of your Users), we reserve the right to suspend, restrict or disable your Account, if in our reasonable opinion, you have failed to comply with any terms of the Agreement, or any User has failed to comply with the End User Agreement.

6. Fees and payment

6.1. As an FAAA Practice:

- (a) you are entitled to the special rates set out in the FAAA Subscription Agreement to use and access the Platform and Services, which may be subject to change in accordance with the terms of the FAAA Subscription Agreement; and
- (b) unless you seek products or services directly from KordaMentha, all fees in relation to your use and access to the Platform and the Services are payable to the FAAA.

6.2. You shall be notified of any changes to fees by the FAAA.

7. Use and restrictions

7.1. Subject to:

- (a) your compliance with the FAAA Subscription Agreement;
- (b) your compliance with our Agreement; and
- (c) each of your Users compliance with the End User Agreement,

we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable and personal licence for the Term to use and access the Platform and the Services solely for internal and standard business purposes (**Licence**).

7.2. You acknowledge that you and each User have no right, title or interest in the Platform or Services, other than the Licence.

7.3. You must not, and ensure that your Users do not, directly or indirectly:

- (a) record, copy, reproduce, lease, licence, sub-licence, rent, sell, resell or otherwise make available all or any part of the Platform and Services to any other person;
- (b) attempt to disassemble, decompile or otherwise reverse engineer the Platform or the Services;
- (c) create, download, alter, customise or modify derivative works from the Platform or the Services;
- (d) use or access the Platform and Services in any way that is improper or breaches any Applicable Laws, or gives rise to any civil or criminal liability;
- (e) encumber or allow the creation of any security interest in respect of the Platform or Services;
- (f) remove, obliterate or alter any proprietary notice on the Platform or Services;
- (g) access, store, distribute or transmit:
 - i. any virus, worm, trojan or other malicious code that corrupts, degrades or disrupts the operation of the Platform and the Services;
 - ii. material that is unlawful, unethical, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethically offensive or a contravention of the rights of a third party;
 - iii. material that facilitates illegal activity; or
 - iv. material that abuses or causes damage or injury to any person or property;

- (h) frame, reformat, replicate or mirror any part of our Platform, or use data mining robots or other extraction tools in relation to the Platform and Services;
- (i) infringe any third party's rights, including as to confidentiality and Intellectual Property Rights;
- (j) use and access the Platform and Services to build or support products or services competitive or substantially similar to that provided by KordaMentha;
- (k) circumvent user authentication or security of any of our networks, accounts or hosts, or those of any third party;
- (l) interfere with, or interrupt the supply of, the Platform and Services, or any other person's access to or use of the Platform and Services;
- (m) use any robot, spider or other automatic device or manual process to monitor, copy or extract any web pages from the Platform or any other content contained within;
- (n) take any action that would impose an unreasonable or disproportionately large load on the infrastructure of the Platform;
- (o) subscribe to the Platform and Services using automated means or under false or fraudulent pretences; and
- (p) impersonate any person, misrepresent your affiliation with any person, misrepresent your authorisation to act on behalf of another or misidentify the sender of any electronic messages.

8. Your obligations

- 8.1. Without limiting any other obligations under the Agreement, you acknowledge and agree:
- (a) to comply with the terms and conditions of the Agreement;
 - (b) to comply with all Applicable Laws in respect of your use and access of the Platform and Services;
 - (c) to provide all assistance, information, documentation and other things reasonably necessary to enable us to provide you with access to the Platform and to perform the Services;
 - (d) to provide Data in a format compatible with the Platform and Services;
 - (e) to ensure that the Data does not contain any harmful or deleterious software, viruses or other programming routines and code designed to interrupt, destroy or limit the functionality of the Platform; and
 - (f) to ensure that you have the written consent of the Customer or any other person as lawfully required to use our Platform and Services

9. Third-Party Inputs

- 9.1. You acknowledge that the Platform and Services may interact with, or be reliant upon, certain Third-Party Inputs. We do not make any representation, statement or warranty in respect of the Third-Party Inputs, including as to their accuracy, completeness, suitability, fitness for performance, timeliness or availability.
- 9.2. You acknowledge that certain Services or aspects of the Platform may be conditional upon you agreeing to or accepting (including by conduct) standardised agreements, terms, conditions or notices applicable to a Third-Party Application (**Third-Party Terms**). Third Party Terms may be provided to you by notification through the Platform or by email, or in the form of, without limitation, shrink-wrap,

clickthrough or click-wrap agreements, or any other acknowledgments, pop-up screen, dialog-box or embedded hyperlinks. Without limiting any other obligations under this Agreement, you acknowledge that you must comply with, and procure that your Users comply with, the Third-Party Terms.

9.3. If a Third-Party Input:

- (a) ceases to be available for any reason outside of our control; or
- (b) imposes (in our reasonable opinion) unreasonable, uncommercial or unfair terms,

then we may cease to make that specific Third-Party Input available to you and you acknowledge and agree that you are not entitled to any form of compensation.

9.4. We are not responsible or liable for:

- (a) the Third-Party Input;
- (b) the timeliness or availability of the Third-Party Input;
- (c) the suitability or fitness for performance of the Third-Party Input; or
- (d) the results produced by the Third-Party Inputs from your Data (including any copies, modifications or extensions).

9.5. To the maximum extent permitted by Applicable Law, we are not responsible or liable for, and you release us from and against any Liability caused or contributed to by, arising from or otherwise connected with your access and use of the Third-Party Inputs.

9.6. If any Third-Party Inputs are subject to their own end user licence agreements (**Third-Party Licences**) and we notify you of these Third-Party Licences, you agree to

- (a) observe all terms and conditions of the Third-Party Licences; and
- (b) not do, or omit to do, any act, matter or thing, which places us in breach of the Third-Party Licences.

9.7. Without limiting this section 9, where access to DVS is required, you must:

- (a) ensure that you meet the relevant requirements of the Commonwealth Attorney-General's Department, or as specified by KordaMentha or a Third-Party Input; and
- (b) comply with the DVS Terms specified by the Commonwealth Attorney-General's Department from time to time.

9.8. Where section 9.7 applies, you:

- (a) acknowledge and agree all disclaimers, exclusions, limitations of liability and indemnities that form part of the terms of the Agreement enure for the benefit of, and can be directly enforced by the DVS Manager; and
- (b) represent and warrant that you carry on business in Australia and are subject to Applicable Laws (including Privacy Laws) or are otherwise permitted by the DVS Manager to access DVS.

10. Third-Party Content

10.1. You acknowledge that we may provide you with access to Third-Party Results, materials, information, content or other data which is owned or developed by a Third Party (**Third-Party Content**). We do not make any representation, statement or warranty in respect of the Third-Party Content, including as its accuracy, completeness, suitability, fitness for performance, timeliness or availability.

- 10.2. Subject to the Applicable Law, we are not responsible or liable for the accuracy, completeness, suitability, fitness for performance, timeliness or availability of any Third-Party Content.
- 10.3. Any provision of or link to Third-Party Content does not imply any endorsement, approval of, or recommendation for, that Third Party Content.
- 10.4. If you rely on Third-Party Content, subject to the Applicable Law, you do so solely at your own risk and subject to any limitations, exclusions, terms and conditions that may apply to that Third-Party Content as are reasonably brought to your attention.
- 10.5. To the maximum extent permitted by Applicable Law, we are not responsible or liable for, and you release us from and against any Liability caused or contributed to by, arising from or otherwise connected with your access and use of the Third-Party Content.

11. Intellectual Property Rights

- 11.1. We retain all Intellectual Property Rights in the Core IP.
- 11.2. We shall own all Developed IP.
- 11.3. Our third party providers (including Vigilance) shall own all Intellectual Property Rights in their relative Third-Party Inputs.
- 11.4. You:
 - (a) irrevocably assign us all rights, title and interest (including future copyright) in all Developed IP and any materials that are based upon or derived from the Developed IP free from any encumbrance or other third party right or interest; and
 - (b) unconditionally waive all Moral Rights arising from section 11.4(a). If you are the author of any copyright material that forms the Developed IP, you must procure their consent and waiver of Moral Rights.
- 11.5. You grant us a royalty-free, non-exclusive, world-wide, perpetual, irrevocable and transferable licence to reproduce, use, modify, distribute and incorporate into our products and services (without any attribution of any kind) any suggestions, enhancements, requests, improvements, recommendations, corrections or other feedback provided by you, including your Personnel.
- 11.6. You must:
 - (a) not represent yourself as the owner of, or having any interest in the Core IP or Developed IP, other than the Licence;
 - (b) not use or allow the use of the Core IP or Developed IP in a manner that is contrary to, or conflicts with, or in any way damages our title and interest, including that of our licensors;
 - (c) not use any of our logos, brand names, trade names or trademarks, unless we authorise you in writing;
 - (d) not challenge or call into question in any way our rights, title, interest or good will in the Core IP or Developed IP, or those of our licensors;
 - (e) not register or attempt to register our Core IP or Developed IP, or that of our licensors; and
 - (f) not infringe, or encourage or permit any infringement of, any Core IP or Developed IP.

11.7. We warrant and represent that:

- (a) we own or have rights to licence the Platform (including the Third-Party Inputs) and the Services to you and your Users; and
- (b) subject to your compliance with the Agreement, the Third Party Terms and Third Party Licences, your use and access to the Platform (including the Third-Party Inputs) and the Services shall not infringe the Intellectual Property Rights of any person.

11.8. Subject to clause 18.2, if a third party initiates any action, claim, proceeding or demand against you alleging that your use or access to the Platform (including the Third-Party Inputs) and the Services infringe the Intellectual Property Rights of that third party (**Infringement Action**) and that Infringement Action is substantiated, we may, at our cost:

- (a) procure the right for you to use the Intellectual Property Rights without infringement;
- (b) replace the infringing Intellectual Property Rights; or
- (c) to the extent that 11.8(a) or 11.8(b) is not achievable or practicable, we may terminate this agreement by written notice to you.

12. Data

12.1. All rights, title and interest in Analytical Data is, and becomes on creation, our property and shall form part of our Intellectual Property Rights.

12.2. Subject to this section 12, all rights, title and interest in the Data remains your property.

12.3. You are responsible for the accuracy, completeness, fitness for purpose and integrity of your Data.

12.4. You acknowledge and agree that we may use and access your Data:

- (a) to fulfil our rights, duties and obligations under the Agreement;
- (b) to generate Analytical Data to:
 - i. conduct internal research, data analysis, monitor user activity and identify insights as part of the provision, development, maintenance and support of the Platform and Services;
 - ii. enhance, modify and improve our Platform and Services; and
 - iii. supply to third parties.

12.5. You warrant and represent to us that you have obtained all necessary rights, releases and permissions to provide, or have the Data provided to us, and to grant us the rights set out in this section 12.

12.6. To the maximum extent permitted by Applicable Laws, we are not responsible or liable for, and you release us from any Liability caused or contributed to by, arising from or otherwise connected with your incomplete, inaccurate, or out-of-date Data. You will be liable to the FAAA for any transaction costs arising from repeating or resubmitting Data to us to undertake the relevant checks and verification processes.

13. Confidential Information

13.1. Each party acknowledges and agrees that:

- (a) the Confidential Information:
 - i. is valuable, confidential and commercial sensitive to the Disclosing Party;
 - ii. is disclosed to the Receiving Party as reasonably necessary in connection with this Agreement and for no other reason; and
 - iii. shall at all times remain the sole property of the Disclosing Party;
- (b) the Receiving Party shall take all reasonable steps to secure and keep secure the Confidential Information;
- (c) except as set out in this Agreement, the Receiving Party shall not disclose the Confidential Information to any other person; and
- (d) the Receiving Party will not use the Confidential Information for any purpose other than performing its obligations or exercising its rights under the Agreement.

13.2. Section 13.1 will not prohibit the Disclosing Party from:

- (a) disclosing any Confidential Information with the prior written consent of the Disclosing Party;
- (b) disclosing any information that is in the public domain, other than as a result of a breach of section 13.1;
- (c) disclosing any Confidential Information to one or more of its Personnel who needs to know that information for the purposes of this Agreement, provided that such Personnel are under confidentiality obligations substantially similar to this section 13;
- (d) where we are the Disclosing Party, disclosing the Confidential Information to third parties to facilitate Third-Party Inputs; and
- (e) disclosing any Confidential Information subject to a statutory obligation to disclose that information or where compelled to make disclosure by law, provided that to the extent practicable, the Disclosing Party is consulted by the Receiving Party about the disclosure prior to it occurring and is afforded the opportunity to object to such disclosure to the Court or Government Authority compelling disclosure.

14. Privacy

14.1. Each party must comply with the Privacy Laws.

14.2. Our Privacy Policy applies to your use and access to our Platform and Services.

14.3. You must ensure that the collection, use, processing, disclosure, storage and transmission of Data conforms, to the extent relevant to this Agreement, with the requirements of our Privacy Policy and Privacy Laws. You warrant and represent to us that you have the legally valid consent to share the Data with us (including our Third-Party Inputs) and the storage of that Data in Australia and New Zealand.

14.4. Without limiting this section 14.3, you must ensure that:

- (a) you have collected, used, stored, processed, disclosed, and transmitted Data in accordance with the Privacy Laws;

- (b) we are capable of collecting, using, storing, processing, disclosing and transmitting Data in the manner contemplated by this Agreement, without infringing any third-party rights or violating any Privacy Laws;
- (c) we are capable of disclosing and transferring Data to Third-Party Inputs for processing, without infringing any third-party rights or violating any Privacy Laws;
- (d) you have informed the persons to whom the Data relates, that it might be necessary to disclose the Data to third parties in order to comply with AML / CTF Laws and associated obligations; and
- (e) if you are aware of any actual or potential breach of the Privacy Act, you shall immediately notify us and cooperate with our reasonable requests for information and assistance about the breach.

14.5. Where the Data includes any information or opinion about an identified individual, or an individual who is reasonably identifiable in the European Economic Area or the United Kingdom, you must notify us immediately and, where required, enter into a data processing agreement with us.

15. Use of AI

15.1. You acknowledge that the Platform and Services, including our Third-Party Inputs may incorporate or utilise certain AI features.

16. Disclaimers

- 16.1. **(General documentation):** Any template style or generalised document, form or information provided on or as part of the Platform or the Services is provided for general information purposes only and on an “as is” basis. Whilst we, and our third-party providers of the Third-Party Inputs, use all reasonable endeavours to keep the information up-to-date, we make no representations, statements or warranties that any template style or generalised document, form or information is accurate, complete, suitable, up-to-date or fit for purpose.
- 16.2. **(Specific advice):** If you seek to rely on any template style or generalised document, form or information provided on or as part of the Platform or the Services, you should consider the need to obtain appropriate and specified advice on how and whether that template style or generalised document, form or information is relevant to your circumstances, needs or requirements. We make no representations, statements or warranties as to the usefulness, reliability or fitness for purpose of any template style or generalised document, form or information provided on or as part of the Platform or the Services to your specific circumstances, needs or requirements.
- 16.3. **(Legal advice):** Any materials or information provided on our Platform or as part of our Services should not be construed as legal advice. You are responsible for making your own inquiries and obtaining independent legal advice in relation to your obligations under the AML / CTF Laws.
- 16.4. **(Situations or events outside our reasonable control):** There are certain situations or events that may occur which are not within our reasonable control, including the availability of Third-Party Inputs. Where this occurs, we will notify you of these circumstances and attempt to provide the Platform and Services, or any part thereof, as soon as we are able. In such circumstances, there may be a delay before we can start or resume providing the Platform and Services and you agree that you shall not be entitled to any compensation.
- 16.5. **(AI Outputs):** Whilst all reasonable endeavours are used to ensure data is trained, tested or validated to provide for an AI system that is representative, complete and free of bias in accordance with industry best practice, we make no representation, statement or warranty, either expressly or implicitly, in relation to the accuracy, completeness, suitability, performance or timeliness of any AI systems or any AI Outputs that form part of the Platform and Services. Given the early-stage nature of the use of AI

systems and the accuracy concerns in respect of even the most prominent, large language models on the market, any use of AI is for expediency purposes only. Reliance on AI systems and/or AI Outputs is solely at your own risk and human intervention is required to review all AI Outputs to ensure they are appropriate to your requirements.

- 16.6. **(Third Party Content):** Without limiting section 10, unless we are expressly engaged to perform verification services, we do not independently verify the Third-Party Content.
- 16.7. **(Your Data):** Our Platform and Services are provided based on the Data you provide us. You are responsible for ensuring all information is accurate, complete and up to date. If your Data is not accurate, complete and up to date, this may result in errors within the Platform and Services, including the results generated from your Data.
- 16.8. **(Your compliance with Applicable Laws):** Our Platform and Services are intended to assist you in undertaking your obligations under AML / CTF Laws, however you are, and shall remain responsible, for your own compliance with all AML / CTF Laws, including identifying and verifying Customers, risk assessments, record keeping and relevant reporting obligations.
- 16.9. **(Equipment):** You are responsible for all equipment, operating systems, networks, internet services, software and other applications that you use to access the Platform and Services, including the maintenance, upkeep, repair and performance of that equipment and systems (**Equipment**). If your Equipment is not compatible with, not configured to, or is otherwise not properly functioning, this may result in errors with your use or access to the Platform and Services.
- 16.10. **(Availability):** From time to time, we or our Third-Party Inputs may perform such reasonable scheduled and emergency maintenance and updates in relation to the Platform and Services in order to continue to supply the Platform and Services to you (**Scheduled or Emergency Maintenance**). You agree that access to, or the functionality of all or part of the Platform or Services may need to be suspended for a time for us to perform Scheduled or Emergency Maintenance, and to the maximum extent permitted by Applicable Law, we will not be liable to you for any interruptions or downtime to the Platform or Services as a result of any Scheduled or Emergency Maintenance.
- 16.11. For each of the matters set out in sections 16.1 to 16.10, to the maximum extent permitted by Applicable Law, we will not be responsible or liable to you, and you waive and release us from and against, any Liability.

17. Assumption of risk

- 17.1. You use the Platform and Services solely at your own risk.
- 17.2. Whilst we do use, and procure all Third-Party Inputs to use all reasonable endeavours and safeguards to implement and provide you with access to the Platform and Services, we do not make any representations, statements, warranties, or guarantees that your use and access shall be timely, secure, free from interruption (whether due to any temporary and/or partial breakdown, repair, upgrade or maintenance) or free from error. Your use of the Platform and Services may be suspended or unavailable for any reason whatsoever, including due to technical difficulties with network connection, the host provider, system failure, maintenance and repair works.
- 17.3. Whilst we do endeavour to provide accurate and timely information, the information available on the Platform, or as part of the Services, may include inaccuracies, be incomplete or contain errors. We reserve the right to make modifications to that information at any time, for any reason, without notice to you.

- 17.4. You assume sole risk of making use of and/or relying on the information on or generated from our Platform or provided as part of our Services, including Third-Party Results. We make no representations about the accuracy, completeness, timeliness, reliability or suitability of this information.
- 17.5. We assume no liability or responsibility for any errors or omissions of Third-Party Content and Third-Party Inputs as provided as part of our Platform and Services, any failures, delays or interruptions in the Platform or Services, any Loss arising from your use of the Platform or Services, or any unauthorised access or use of the Platform or Services.
- 17.6. To the maximum extent permitted by Applicable Law, the Platform and Services are provided on an “as is” and “as available” basis and we disclaim any and all representations and warranties with respect to the Platform and Services, whether express or implied, arising by law, custom, prior oral or written statement or otherwise, including any warranties and conditions of merchantability and fitness for a particular purpose.

18. Indemnity

- 18.1. Subject to section 19.1, you agree to indemnify us and our Personnel (**Indemnified Parties**) for all direct Liabilities which are suffered or incurred by the Indemnified Parties from any action, claim, demand or proceedings instituted against all or any one of the Indemnified Parties by a third party as a result of a breach of the Agreement, including any Third Party Terms or Third Party Licence, by you or a User, except to the extent that we caused or contributed that Loss or Liability.
- 18.2. Subject to section 19.1, we agree to indemnify you in relation to the defence of an Infringement Action, except to the extent that you, your Personnel or your Users caused or contributed to that Infringement Action. This indemnity is subject to:
- (a) you promptly notifying us in writing of the Infringement Action on receipt or service, together with the corresponding documents in respect of the Infringement Action;
 - (b) you cooperating and providing us with assistance in relation to the conduct of the Infringement Action, as is reasonably requested by us; and
 - (c) unless we decline to act in the conduct of the defence of the Infringement Action, you assigning us sole conduct of the Infringement Action.

19. Limitation of liability

- 19.1. No party to this Agreement shall be liable for any Loss which does not arise naturally from the usual course of a breach of contract, under statute, in equity, in tort or otherwise, and includes loss of profits, business, revenue, goodwill, opportunity or anticipated savings.
- 19.2. Nothing in this Agreement excludes, restricts or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited, such as the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**).
- 19.3. If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under any Applicable Law (such as the ACL) and cannot be excluded (**Non-Excludable Provision**), then to the maximum extent permitted by Applicable Law, our liability for breach of any Non-Excluded Provision is limited to one or more of the following, at our option:
- (a) In the case of goods, to:
 - (i) the replacement of the goods or the supply of equivalent goods;

- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired.

(b) In the case of services, to:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

19.4. If any Non-Excludable Provision under the ACL applies to our provision of the Platform and Services to you, then we provide the following notice:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

19.5. To the maximum extent permitted by Applicable Law, our maximum aggregate Liability arising out of or in any way related to this Agreement (and/or the relationship between us and you) is limited to the fees paid for our Platform and Services to the FAAA in the twelve (12) month period prior to any claim, action or demand is made against us or \$1,000 (whichever is greater). Clause 18.2 does not apply to this clause.

20. Term, suspension and termination

20.1. You shall be entitled to use and access the Platform and Services as an FAAA Practice until expiration of the Term, unless:

- (a) your FAAA Subscription Agreement is terminated earlier by you or the FAAA; or
- (b) we terminate the Agreement in accordance with this section 20.

20.2. We may suspend your Account and access the Platform and Services (in whole or in part) (**Affected Service**):

- (a) on the lawful and reasonable direction or instruction of the FAAA; or
- (b) if we are of the reasonable opinion that it is necessary for the following reasons:
 - (i) because you or a User are in breach of any obligations under this Agreement, or we reasonably anticipate that you or any User will be in breach of any obligations under this Agreement if we do not exercise our rights under this section;
 - (ii) for the protection or safety of any person or property; or
 - (iii) to comply with any Applicable Law, court order or direction of any Government Authority.

(each a **Suspension Reason**).

20.3. We may suspend the Affected Services to the extent that, and as long as, the Affected Services may be subject to one or more of the Suspension Reasons.

20.4. We may terminate the Agreement with you in circumstances where:

- (a) we provide you with at least thirty (30) days prior written notice and have the written consent of the FAAA;
- (b) our agreement with the FAAA is ceases;
- (c) you commit a material breach of this Agreement and:
 - (i) the breach is not capable of being cured, in which case, we may terminate immediately by notice in writing; or
 - (ii) the breach is capable of being cured, but you fail to cure it within 10 Business Days of notice in writing; or
- (d) a Force Majeure Event continues for more than 45 Business Days, in which case, we may terminate by providing you with at least 5 Business Days' notice in writing.

20.5. Termination is without prejudice to any rights or liabilities accruing up to that date.

20.6. All provisions which by their nature should survive expiration or termination of the Agreement shall survive, including sections in these Terms of Service related to ownership provisions, Intellectual Property Rights, Confidential Information, warranties, disclaimers, indemnities, limitation of liabilities, dispute resolution, definitions and interpretation.

21. **Dispute resolution**

21.1. You agree to notify us should you have concerns relating to our performance of the Agreement.

21.2. A party must not commence court proceedings relating to any dispute, controversy, or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity, or termination) (**Dispute**) without first meeting with a senior representative of the other party to seek (in good faith) to resolve the Dispute.

21.3. If the parties cannot agree on how to resolve the Dispute at that initial meeting, the Dispute may be referred to mediation. If the parties cannot agree on who the mediator should be, either party may ask the Australian Disputes Centre to appoint a mediator. The mediator will decide the time, place, and rules for mediation. The parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the parties.

21.4. Nothing in this section 21 will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

21.5. If the dispute relates to any act, matter or thing in relation to the FAAA or the FAAA Subscription Agreement, you must contact the FAAA.

22. **Export Laws**

22.1. We and our Personnel may be subject to export control laws of Australia, the United States or other jurisdictions that prohibit or restrict transactions with certain parties, and the type and level of technologies and services that may be exported (**Export Laws**).

22.2. You agree to comply fully with all applicable Export Laws.

22.3. Neither the Platform, the Services nor its underlying software, information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) Cuba, North Korea, Iran, Russia, Sudan, Syria or any other country to which Australia or the United States has

embargoed goods; or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, Non-proliferation Sanctions or General Orders, or similar lists or orders in Australia or other jurisdictions. By using the Platform and the Services, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you acknowledge that you are responsible to obtain any necessary Australian or United States government authorisation to ensure compliance with such laws.

23. **Compliance with Modern Slavery Requirements and Anti-Corruption Requirements**

Each party agrees to comply with applicable Modern Slavery Requirements and Anti-Corruption Requirements.

24. **Notices**

24.1. **(Form of notices):** Any notice, approval, consent or other communication in relation to the Agreement must:

- (a) be in writing; and
- (b) be sent to the following address: KordaMentha, Rialto South Tower, Level 31/525 Collins Street, Melbourne, Victoria 3000 or email faaasupport@kordamentha.com

24.2. **(Effect of notices):** A notice, approval, consent or other communication takes effect from the time it is received, unless a later time is specified in it.

24.3. **(Effective time of receipt):** A notice, approval, consent or other communication is deemed to be received:

- (a) if by hand delivery, when it is delivered;
- (b) if posted in Australia, on the third day after posting;
- (c) if posted overseas, on the seventh day after posting; and
- (d) if by email, at the time shown in a delivery confirmation report generated by the sender's email system.

25. **General**

25.1. These Terms of Service are governed by the law applying in Victoria, Australia.

25.2. Each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with the Agreement.

25.3. No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

25.4. Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

25.5. An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

- 25.6. You cannot assign, novate or otherwise transfer any of its rights or obligations under the Agreement. However, we may assign, novate or otherwise transfer our rights and obligations under the Agreement to any other person.
- 25.7. This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the Agreement.
- 25.8. The communications between us are undertaken by electronic means. For contractual purposes, you:
- (a) consent to receive communications from us in an electronic form;
 - (b) agree that all terms, conditions, agreements, notices, disclosure and other communications that we provide to you electronically shall satisfy any legal requirements that such communications would satisfy if it were to be in writing; and
 - (c) agree that the foregoing does not affect your statutory rights.

20. Definitions and interpretation

20.1. (Definitions): In these Terms of Service:

Account has the meaning given to that term in section 5.1 of these Terms of Service.

Account Information has the meaning given to that term in section 5.2(a) of these Terms of Service.

Affected Service has the meaning given to that term in section 20.3 of these Terms of Service.

Agreement has the meaning given to that term in section 1.1 of these Terms of Service.

AI means artificial intelligence which includes any form of statistical analysis or machine learning algorithms based upon information and/or data contained in a database with or without human intervention or interaction including assigning or training of such algorithm.

AI Inputs means any Data or any other information or material that is processed using AI systems employed by us or Third-Party Inputs, including any data, information or other material used to train, test and validate those AI systems.

AI Outputs means any outputs generated and returned by AI Inputs.

AML / CTF means Anti-Money Laundering and Counter-Terrorism Financing.

AML / CTF Laws means:

- (a) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (**AML / CTF Act**);
- (b) the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007* (No.1)(Cth); and
- (c) any other Applicable Laws in respect of AML / CTF in Australia.

Analytical Data means anonymised and aggregated statistical and analytical data sets.

Applicable Law means:

- (a) any law, statute, subordinate legislation, by-law, treaty, rule, regulation, order, ordinance, standard, guideline, policy or direction; and

(b) any judgment, common law and principles of equity as applied from time to time,

that govern or are intended to govern any person, property, transaction, activity, event or other matter required or undertaken in connection with a party to these Terms of Service.

Anti-Corruption Requirements means all Applicable Laws relating to anti-bribery, anti-corruption, anti-money laundering and countering the financing of terrorism.

Business Day means any day (other than Saturday, Sunday or public holiday) on which trading banks are open for business in Victoria, Australia.

Business Hours means 9.00 am to 5.00 pm on a Business Day and in the time zone of Victoria, Australia, unless we or the FAAA notify you of any other others of operation.

Confidential Information means:

- (a) any information (regardless of form) disclosed to the Receiving Party and is expressly designated at the time of disclosure by the Disclosing Party as confidential, sensitive or private (or similar description);
- (b) any information (regardless of form) that is disclosed to the Receiving Party by the Disclosing Party that a reasonable person would (given the nature of the information) consider to be confidential, sensitive or private; and

for the purposes of the Agreement, our confidential information includes our Core IP and your confidential information includes your Data and Customers.

Core IP means all Intellectual Property Rights owned by, or licenced to KordaMentha, including:

- (a) the Platform, the Services and any modifications, adaptations, enhancements, improvements or derivative works of the Platform and the Services; and
- (b) our website, domain name(s), product and service names, trademarks (whether or not registered) brands, logos and other marks.

Credentials has the meaning given to that term in section 5.2(a) of these Terms of Service.

Customer means:

- (a) a 'customer' within the meaning given to that term in the AML/CTF Act; and
- (b) any client or customer of the FAAA Practice.

Data means all data or information (in whatever form), including Personal Information, that is owned by you, stored or processed on your behalf, or provided by you or your Users (including your client or potential clients Personal Information) in using and access the Platform and the Services, but does not include Analytical Data and Third-Party Results.

Developed IP means all Intellectual Property Rights created, produced or acquired in connection with the performance of the Agreement, the Platform and the Services, but does not include Data.

Disclosing Party means the party disclosing the Confidential Information.

Dispute has the meaning given to that term in section 21.2 of these Terms of Service.

Document Verification Service or DVS means the data service provided by the Commonwealth of Australia represented by the Attorney-General's Department (ABN 92 661 124 436) to approved business users subject to the DVS Terms.

DVS Manager has the meaning given to it in the DVS Terms.

DVS Terms means the Document Verification Service Business User Terms and Conditions of Use as published by the Attorney-General's Department from time to time available at: <https://www.idmatch.gov.au/resources/document-verification-service-business-user-terms-and-conditions>.

End User Agreement means the end user agreement that each User must accept to use and access the Platform and Services under your Account.

Export Laws has the meaning given to that term in section 20.1 of these Terms of Service.

FAAA means Financial Advice Association Australia Limited.

FAAA Practice means a party to a current FAAA Subscription Agreement. For the purposes of this definition, a "current FAAA Subscription Agreement" means an FAAA Subscription Agreement that has not expired or been terminated by you or the FAAA.

FAAA Subscription Agreement means an agreement between you and the FAAA, in which you are granted rights to use and access the Platform and Services.

Force Majeure Event means any occurrence or omission as a result of which the party relying on it is prevented or delayed in performing any of its obligations under the Agreement and is beyond the reasonable control of a party, including failure of Third-Party Inputs, forces of nature, epidemic, industrial action, act of God, fire, lighting, explosions, fire, subsidence, insurrection or civil disorder or military operations, terrorist acts, government restraint, expropriation, prohibition, intervention, strikes, lock-outs or other industrial dispute of any kind, but does not include a lack of funds.

Government Authority means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Infringement Action has the meaning given to that term in section 11.8 of these Terms of Service.

Intellectual Property Rights means any intellectual or industrial property protected by Applicable Law, including any patent, invention, copyright, design (whether or not registrable), trade secret, circuit layout design or right in relation to circuit layouts, right to confidential information, technical information, processes, techniques and know-how, patterns, designs, specifications, drawings, artwork, transparencies, proofs, documents, samples, dies, tools, jigs, equipment and other materials, regardless of where in the world created (**Intellectual Property**) and includes:

- (a) all rights to own, use and exploit Intellectual Property;
- (b) all applications or rights to apply for registration of the Intellectual Property;
- (c) all renewals and extensions of registration of Intellectual Property; and
- (d) all licences and rights granted to use or exploit Intellectual Property.

Liability means any Loss, claim, notice, entitlement, investigation, demand, proceeding, or judgment (whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to the Agreement.

Licence has the meaning given to that term in section 7.1 of these Terms of Service.

Loss means any loss, damage, liability, charge, expense, outgoing, payment or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind.

Moral Rights has the meaning given to that term in the *Copyright Act 1968* (Cth).

Non-Excludable Provision has the meaning given to that term in section 19.3 of these Terms of Service.

Platform means the software as a service AML / CTF platform known as FAAA SafeID, including all Third-Party Inputs, applications, products, services, documentation, forms, databases, data objects, libraries, tools, methodology, third party software, add-ins, interfaces, integration components, web components and any other thing or material necessary for the operation of the AML / CTF platform.

Personal Information has the meaning given to that term in the Privacy Act.

Personnel means the officers, employees, contractors or agents of a party.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means the Privacy Act, the *Spam Act 2003* (Cth) and any other legislation, principles, industry codes and policies relating to the collection, use, disclosure, handling, storage of or granting of access rights to Personal Information.

Privacy Policy means our privacy policy published on our website at: <https://kordamentha.com>

Receiving Party means the party receiving the Confidential Information from the Disclosing Party.

Service means outsourcing, verification and any other services as may be offered from time to time.

Suspended Reason has the meaning given to that term in section 20.3 of these Terms of Service.

Term means the term, duration or time period to use and access the Platform set out in the FAAA Subscription Agreement, unless suspended or terminated under the terms of the FAAA Subscription Agreement or these Terms of Service.

Terms of Service mean this document titled 'terms of service'.

Third Party Content has the meaning given to that term in section 10.1 of these Terms of Service.

Third-Party Inputs means software, products, services, features, functionality or integrations provided by third parties and can include searches of public and private databases.

Third-Party Licences has the meaning given to that term in section 9.6 of these Terms of Service.

Third-Party Results means the information or results based on your Data that is generated from your use of the Platform and Services, including the Third-Party Inputs, and may include KYC checks, UBO checks, PEP + Sanctions results.

Third-Party Terms has the meaning given to that term in section 9.2 of these Terms of Service.

URL Terms means any terms, conditions, notices and disclaimers that are incorporated by URL reference or hyperlink into these Terms of Service and form part of the Agreement by that reference, but does not include in the FAAA Subscription Agreement.

User means a person that accesses and uses the Platform and/or the Services under your Account.

20.2. **(Interpretation):** Unless the contrary intention appears, a reference in these Terms of Service to:

- (a) **'KordaMentha', 'We', 'Us', or 'Our'** refers to KordaMentha Pty Ltd atf KM Unit Trust (ABN 36 220 576 038);
- (b) **'You' or 'Your'** is the FAAA Practice;
- (c) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (d) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (e) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (f) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (g) **(reference to a group of persons):** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (h) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (i) **(these Terms of Service)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms of Service, and a reference to these Terms of Service includes all schedules, exhibits, attachments and annexures to it;
- (j) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (k) **(references to statutes):** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (l) **(dollars):** an amount of money in reference to the lawful currency of Australia;
- (m) **(calculation of time):** a period of time that dates from a given date or the day of an act or event is to be calculated exclusive of that day;
- (n) **(reference to a day):** a day is a calendar day and is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (o) **(next day):** if an act under these Terms of Service to be done by a party on or by a given day is done after 5:00 pm on that day, it is taken to be done on the next Business Day;
- (p) **(next Business Day):** if an event under this Agreement must occur on a stipulated day which is not a Business Day, the stipulated day will be taken to be the next Business Day;
- (q) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (r) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and

- (s) (**adverse interpretation**) no provision of these Terms of Service will be interpreted adversely to a party because that party was responsible for the preparation of these Terms of Service or that provision.

End User Agreement

THIS END USER AGREEMENT APPLIES TO USERS ONLY

Last updated: 10 December 2025

1. General

- 1.1. This End User Agreement and URL Terms (**Agreement**) applies to the User and governs your use and access to the Platform and Services.
- 1.2. This Agreement forms a legally binding contract between you and KordaMentha. By:
 - (a) clicking “I ACCEPT” (or similar act); or
 - (b) using and accessing our Platform and Services,you agree to be bound by this Agreement.

2. Order of priority

- 2.1. To the extent of any inconsistency between the documents forming this Agreement, and notwithstanding anything contrary in those documents, the following order of priority shall apply:
 - (a) this End User Agreement; and
 - (b) the URL Terms.

3. Modification

- 3.1. We reserve the right to modify or vary the Agreement (including the URL Terms) at any time without liability to you (including to reflect any changes in the law, technology, our operations, the Platform or Services). We or the FAAA may send you a notice advising of any update.
- 3.2. It is also your responsibility to periodically review this End User Agreement for any changes (which shall be reflected by the date appearing at the top of this End User Agreement).
- 3.3. Subject to section 3.4, your continued use of our Platform and the Services constitutes your acceptance of any modified End User Agreement.
- 3.4. If you do not agree with our modifications, your sole remedy is to cease using the Platform and Services.

4. Provision of Platform and Services

- 4.1. You acknowledge that we provide our Platform and Services in reliance on Third-Party Inputs and Third-Party Content. Subject to the forgoing, we use all reasonable endeavours to provide the Platform and perform the Services with due care and skill and in accordance with Applicable Laws.
- 4.2. On notice to you (either from us or the FAAA), we may add, remove or change any feature or functionality on our Platform and the Services provided at any time.

5. Account

- 5.1. You must promptly update your account information if, at any time, it is or becomes outdated, incorrect or incomplete.

5.2. You must:

- (a) not provide your login ID and password (**Credentials**) to any other person; and
- (b) immediately change the Credentials if any computer, electronic device, email account or network used to access the Platform and Services is compromised, or suspected of being compromised, by security breach or cyber incident, and promptly notify us of the same.

5.3. You are responsible for all acts or omissions that occur through your registered account, including all risks of unauthorised access and transactions under your account.

5.4. In addition to any rights that we may have in respect of your conduct, we reserve the right to suspend, restrict or disable your account, if in our reasonable opinion, you have failed to comply with any terms of the Agreement.

6. Use and restrictions

6.1. Subject to your compliance with the Agreement and the FAAA Practice having an account with us, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable and personal licence for the Term to use and access the Platform and the Services solely for internal and standard business purposes (**Licence**).

6.2. You acknowledge that you have no right, title or interest in the Platform or Services, other than the Licence.

6.3. You must not directly or indirectly:

- (a) record, copy, reproduce, lease, licence, sub-licence, rent, sell, resell or otherwise make available all or any part of the Platform and Services to any other person;
- (b) attempt to disassemble, decompile or otherwise reverse engineer the Platform or the Services;
- (c) create, download, alter, customise or modify derivative works from the Platform or the Services;
- (d) use or access the Platform and Services in any way that is improper or breaches any Applicable Laws, or gives rise to any civil or criminal liability;
- (e) encumber or allow the creation of any security interest in respect of the Platform or Services;
- (f) remove, obliterate or alter any proprietary notice on the Platform or Services;
- (g) access, store, distribute or transmit:
 - i. any virus, worm, trojan or other malicious code that corrupts, degrades or disrupts the operation of the Platform and the Services;
 - ii. material that is unlawful, unethical, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethically offensive or a contravention of the rights of a third party;
 - iii. material that facilitates illegal activity; or
 - iv. material that abuses or causes damage or injury to any person or property;
- (h) frame, reformat, replicate or mirror any part of our Platform, or use data mining robots or other extraction tools in relation to the Platform and Services;
- (i) infringe any third party's rights, including as to confidentiality and Intellectual Property Rights;

- (j) use and access the Platform and Services to build or support products or services competitive or substantially similar to that provided by us;
- (k) circumvent user authentication or security of any of our networks, accounts or hosts, or those of any third party;
- (l) interfere with, or interrupt the supply of, the Platform and Services, or any other person's access to or use of the Platform and Services;
- (m) use any robot, spider or other automatic device or manual process to monitor, copy or extract any web pages from the Platform or any other content contained within;
- (n) take any action that would impose an unreasonable or disproportionately large load on the infrastructure of the Platform;
- (o) subscribe to the Platform and Services using automated means or under false or fraudulent pretences; and
- (p) impersonate any person, misrepresent your affiliation with any person, misrepresent your authorisation to act on behalf of another or misidentify the sender of any electronic messages.

7. Your obligations

7.1. Without limiting any other obligations under the Agreement, you acknowledge and agree:

- (a) to comply with the terms and conditions of the Agreement;
- (b) to comply with all Applicable Laws in respect of your use and access of the Platform and Services;
- (c) to provide all assistance, information, documentation and other things reasonably necessary to enable us to provide you with access to the Platform and to perform the Services;
- (d) to provide Data in a format compatible with the Platform and Service;
- (e) to ensure that the Data does not contain any harmful or deleterious software, viruses or other programming routines and code designed to interrupt, destroy or limit the functionality of the Platform; and
- (f) to ensure that you have the written consent of the Customer or any other person as lawfully required to use our Platform and Services

8. Third-Party Inputs

- 8.1. You acknowledge that the Platform and Services may interact with, or be reliant upon, certain Third-Party Inputs. We do not make any representation, statement or warranty in respect of the Third-Party Inputs, including as to their accuracy, completeness, suitability, fitness for performance, timeliness or availability.
- 8.2. You acknowledge that certain Services or aspects of the Platform may be conditional upon you agreeing to or accepting (including by conduct) standardised agreements, terms, conditions or notices applicable to a Third-Party Application (**Third-Party Terms**). Third Party Terms may be in the form of, without limitation, shrink-wrap, clickthrough or click-wrap agreements, or any other acknowledgments, pop-up screen, dialog-box or embedded hyperlinks. Without limiting any other obligations under this Agreement, you acknowledge you must comply with the Third-Party Terms.

8.3. If a Third-Party Input:

- (a) ceases to be available for any reason outside of our control; or
- (b) imposes (in our reasonable opinion) unreasonable, uncommercial or unfair terms,

then we may cease to make that specific Third-Party Input available to you and you acknowledge and agree that you are not entitled to any form of compensation.

8.4. We are not responsible or liable for:

- (a) the Third-Party Input;
- (b) the timeliness or availability of the Third-Party Input;
- (c) the suitability or fitness for performance of the Third-Party Input; or
- (d) the results produced by the Third-Party Inputs from your Data (including any copies, modifications or extensions).

8.5. To the maximum extent permitted by Applicable Law, we are not responsible or liable for, and you release us from and against any Liability caused or contributed to by, arising from or otherwise connected with your access and use of the Third-Party Inputs.

8.6. If any Third-Party Inputs are subject to their own end user licence agreements (**Third-Party Licences**) and we notify you of these Third-Party Licences, you agree to

- (a) observe all terms and conditions of the Third-Party Licences; and
- (b) not do, or omit to do, any act, matter or thing, which places us in breach of the Third-Party Licences.

9. Third-Party Content

9.1. You acknowledge that we may provide you with access to Third-Party Results, materials, information, content or other data which is owned or developed by a Third Party (**Third-Party Content**). We do not make any representation, statement or warranty in respect of the Third-Party Content, including as its accuracy, completeness, suitability, fitness for performance, timeliness or availability.

9.2. We are not responsible or liable for the accuracy, completeness, suitability, fitness for performance, timeliness or availability of any Third-Party Content.

9.3. Any provision of or link to Third-Party Content does not imply any endorsement, approval of, or recommendation for, that Third Party Content.

9.4. If you rely on Third-Party Content, you do so solely at your own risk and subject to any limitations, exclusions, terms and conditions that may apply to that Third-Party Content as are reasonably brought to your attention.

9.5. To the maximum extent permitted by Applicable Law, we are not responsible or liable for, and you release us from and against any Liability caused or contributed to by, arising from or otherwise connected with your access and use of the Third-Party Content.

10. Intellectual Property Rights

10.1. We retain all Intellectual Property Rights in the Core IP.

10.2. We shall own all Developed IP.

10.3. Our third party providers shall own all Intellectual Property Rights in their relative Third-Party Inputs.

10.4. You:

- (a) irrevocably assign us all rights, title and interest (including future copyright) in all Developed IP and any materials that are based upon or derived from the Developed IP free from any encumbrance or other third party right or interest; and
- (b) unconditionally waive all Moral Rights arising from section 10.4(a).

10.5. You grant us a royalty-free, non-exclusive, world-wide, perpetual, irrevocable and transferable licence to reproduce, use, modify, distribute and incorporate into our products and services (without any attribution of any kind) any suggestions, enhancements, requests, improvements, recommendations, corrections or other feedback provided by you.

10.6. You must:

- (a) not represent yourself as the owner of, or having any interest in the Core IP or Developed IP, other than the Licence;
- (b) not use or allow the use of the Core IP or Developed IP in a manner that is contrary to, or conflicts with, or in any way damages our title and interest, including that of our licensors;
- (c) not use any of our logos, brand names, trade names or trademarks, unless we authorise you in writing;
- (d) not challenge or call into question in any way our rights, title, interest or good will in the Core IP or Developed IP, or those of our licensors;
- (e) not register or attempt to register our Core IP or Developed IP, or that of our licensors; and
- (f) not infringe, or encourage or permit any infringement of, any Core IP or Developed IP.

11. Privacy

11.1. You must comply with the Privacy Laws.

11.2. Our Privacy Policy applies to your use and access to our Platform and Services.

12. Use of AI

12.1. You acknowledge that the Platform and Services, including through our Third-Party Inputs may incorporate or utilise certain AI features.

13. Disclaimers

13.1. **(General documentation):** Any template style or generalised document, form or information provided on or as part of the Platform or the Services is provided for general information purposes only and on an “as is” basis. Whilst we, and our third-party providers of the Third-Party Inputs, use all reasonable endeavours to keep the information up-to-date, we make no representations, statements or warranties that any template style or generalised document, form or information is accurate, complete, suitable, up-to-date or fit for purpose.

13.2. **(Specific advice):** If you seek to rely on any template style or generalised document, form or information provided on or as part of the Platform or the Services, you should consider the need to obtain appropriate and specified advice on how and whether that template style or generalised document, form or information is relevant to your circumstances, needs or requirements. We make no

representations, statements or warranties as to the usefulness, reliability or fitness for purpose of any template style or generalised document, form or information provided on or as part of the Platform or the Services to your specific circumstances, needs or requirements.

- 13.3. **(Legal advice):** Any materials or information provided on our Platform or as part of our Services should not be construed as legal advice. You are responsible for making your own inquiries and obtaining independent legal advice in relation to your obligations under the AML / CTF Laws.
- 13.4. **(Situations or events outside our reasonable control):** There are certain situations or events that may occur which are not within our reasonable control, including the availability of Third-Party Inputs. Where this occurs, we will notify the FAAA Practice of these circumstances and attempt to provide the Platform and Services, or any part thereof, as soon as we are able. In such circumstances, there may be a delay before we can start or resume providing the Platform and Services and you agree that you shall not be entitled to any compensation.
- 13.5. **(AI Outputs):** Whilst all reasonable endeavours are used to ensure data is trained, tested or validated to provide for an AI system that is representative, complete and free of bias in accordance with industry best practice, we make no representation, statement or warranty, either expressly or implicitly, in relation to the accuracy, completeness, suitability, performance or timeliness of any AI systems or any AI Outputs that form part of the Platform and Services. Given the early-stage nature of the use of AI systems and the accuracy concerns in respect of even the most prominent, large language models on the market, any use of AI is for expediency purposes only. Reliance on AI systems and/or AI Outputs is solely at your own risk and human intervention is required to review all AI Outputs to ensure they are appropriate to your requirements.
- 13.6. **(Third Party Content):** Without limiting section 9, unless we are expressly engaged to perform verification services, we do not independently verify the Third-Party Content.
- 13.7. **(Your Data):** Our Platform and Services are provided based on the Data you provide us. You are responsible for ensuring all information is accurate, complete and up to date. If your Data is not accurate, complete and up to date, this may result in errors within the Platform and Services, including the results generated from your Data.
- 13.8. **(Your compliance with Applicable Laws):** Our Platform and Services are intended to assist you in undertaking your obligations under AML / CTF Laws, however you and the FAAA Practice are, and shall remain responsible, for your own compliance with all AML / CTF Laws, including identifying and verifying Customers, risk assessments, record keeping and relevant reporting obligations.
- 13.9. **(Equipment):** You are responsible for all equipment, operating systems, networks, internet services, software and other applications that you use to access the Platform and Services, including the maintenance, upkeep, repair and performance of that equipment and systems (**Equipment**). If your Equipment is not compatible with, not configured to, or is otherwise not properly functioning, this may result in errors with your use or access to the Platform and Services.
- 13.10. **(Availability):** From time to time, we or our Third-Party Inputs may perform such reasonable scheduled and emergency maintenance and updates in relation to the Platform and Services in order to continue to supply the Platform and Services to you (**Scheduled or Emergency Maintenance**). You agree that access to, or the functionality of all or part of the Platform or Services may need to be suspended for a time for us to perform Scheduled or Emergency Maintenance, and to the maximum extent permitted by Applicable Law, we will not be liable to you for any interruptions or downtime to the Platform or Services as a result of any Scheduled or Emergency Maintenance.

- 13.11. For each of the matters set out in sections 13.1 to 13.10, to the maximum extent permitted by Applicable Law, we will not be responsible or liable to you, and you waive and release us from and against, any Liability.

14. Assumption of risk

- 14.1. You use the Platform and Services solely at your own risk.
- 14.2. Whilst we do use, and procure all Third-Party Inputs to use all reasonable endeavours and safeguards to implement and provide you with access to the Platform and Services, we do not make any representations, statements, warranties, or guarantees that your use and access shall be timely, secure, free from interruption (whether due to any temporary and/or partial breakdown, repair, upgrade or maintenance) or free from error. Your use of the Platform and Services may be suspended or unavailable for any reason whatsoever, including due to technical difficulties with network connection, the host provider, system failure, maintenance and repair works.
- 14.3. Whilst we do endeavour to provide accurate and timely information, the information available on the Platform, or as part of the Services, may include inaccuracies, be incomplete or contain errors. We reserve the right to make modifications to that information at any time, for any reason, without notice to you.
- 14.4. You assume sole risk of making use of and/or relying on the information on or generated from our Platform or provided as part of our Services, including Third-Party Results. We make no representations about the accuracy, completeness, timeliness, reliability or suitability of this information.
- 14.5. We assume no liability or responsibility for any errors or omissions of Third-Party Content and Third-Party Inputs as provided as part of our Platform and Services, any failures, delays or interruptions in the Platform or Services, any Loss arising from your use of the Platform or Services, or any unauthorised access or use of the Platform or Services.
- 14.6. To the maximum extent permitted by Applicable Law, the Platform and Services are provided on an “as is” and “as available” basis and we disclaim any and all representations and warranties with respect to the Platform and Services, whether express or implied, arising by law, custom, prior oral or written statement or otherwise, including any warranties and conditions of merchantability and fitness for a particular purpose.

15. Limitation of liability

- 15.1. No party to this Agreement shall be liable for any Loss which does not arise naturally from the usual course of a breach of contract, under statute, in equity, in tort or otherwise, and includes loss of profits, business, revenue, goodwill, opportunity or anticipated savings.
- 15.2. Nothing in this Agreement excludes, restricts or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited, such as the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**).
- 15.3. If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under any applicable law (such as the ACL) and cannot be excluded (**Non-Excludable Provision**), then our liability for breach of any Non-Excluded Provision to the FAAA Practice is limited to one or more of the following, at our option:
- (a) In the case of goods, to:
 - (i) the replacement of the goods or the supply of equivalent goods;

- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired.

(b) In the case of services, to:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

15.4. If any Non-Excludable Provision under the ACL applies to our provision of the Platform and Services to you, then we provide the following notice:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

15.5. To the maximum extent permitted by Applicable Law, our maximum aggregate Liability arising out of or in any way related to this Agreement (and/or the relationship between us and you as an end user of our Platform and Services) is limited to \$100.

16. Suspension and termination

16.1. We may suspend your account and access the Platform and Services (in whole or in part) (**Affected Service**):

- (a) on the lawful and reasonable direction or instruction of the FAAA or the FAAAA Practice; or
- (b) if we are of the reasonable opinion that it is necessary for the following reasons:

- i. because you are in breach of any obligations under this Agreement, or we reasonably anticipate that you will be in breach of any obligations under this Agreement if we do not exercise our rights under this section;
- ii. for the protection or safety of any person or property; or
- iii. to comply with any Applicable Law, court order or direction of any Government Authority.

(each a **Suspension Reason**).

16.2. We may suspend the Affected Services to the extent that, and as long as, the Affected Services may be subject to one or more of the Suspension Reasons.

16.3. We may terminate the Agreement with you in circumstances where:

- (a) our agreement with your FAAA Practice is terminated;
- (b) you commit a breach of this Agreement; or
- (c) a Force Majeure Event continues for more than 45 Business Days, in which case, we may terminate by providing you with at least 5 Business Days' notice in writing.

17. General

- 17.1. This Agreement is governed by the law applying in Victoria, Australia.
- 17.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with the Agreement.
- 17.3. No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- 17.4. Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.
- 17.5. An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.
- 17.6. You cannot assign, novate or otherwise transfer any of its rights or obligations under the Agreement. However, we may assign, novate or otherwise transfer our rights and obligations under the Agreement to any other person.
- 17.7. This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the Agreement.
- 17.8. The communications between us are undertaken by electronic means. For contractual purposes, you:
 - (a) consent to receive communications from us in an electronic form;
 - (b) agree that all terms, conditions, agreements, notices, disclosure and other communications that we provides to you electronically shall satisfy any legal requirements that such communications would satisfy if it were to be in writing; and
 - (c) agree that the foregoing does not affect your statutory rights.

21. Definitions and interpretation

- 21.1. **(Definitions):** In these End User Agreement:

Agreement has the meaning given to that term in section 1.1 of this End User Agreement.

AI means artificial intelligence which includes any form of statistical analysis or machine learning algorithms based upon information and/or data contained in a database with or without human intervention or interaction including assigning or training of such algorithm.

AI Inputs means any Data or any other information or material that is processed using AI systems employed by us or Third-Party Inputs, including any data, information or other material used to train, test and validate those AI systems.

AI Outputs means any outputs generated and returned by AI Inputs.

AML / CTF means Anti-Money Laundering and Counter-Terrorism Financing.

AML / CTF Laws means:

- (a) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (**AML / CTF Act**);

- (b) the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No.1)* (Cth); and
- (c) any other Applicable Laws in respect of AML / CTF in Australia.

Analytical Data means anonymised and aggregated statistical and analytical data sets.

Applicable Law means:

- (a) any law, statute, subordinate legislation, by-law, treaty, rule, regulation, order, ordinance, standard, guideline, policy or direction; and
- (b) any judgment, common law and principles of equity as applied from time to time,

that govern or are intended to govern any person, property, transaction, activity, event or other matter required or undertaken in connection with this End User Agreement.

Business Day means any day (other than Saturday, Sunday or public holiday) on which trading banks are open for business in Victoria, Australia.

Business Hours means 9.00 am to 5.00 pm on a Business Day and in the time zone of Victoria, Australia, unless we notify, the FAAA or your FAAA Practice notify you of any other hours of operation.

Core IP means all Intellectual Property Rights owned by, or licenced to KordaMentha, including:

- (a) the Platform, the Services and any modifications, adaptations, enhancements, improvements or derivative works of the Platform and the Services; and
- (b) our website, domain name(s), product and service names, trademarks (whether or not registered) brands, logos and other marks.

Customer means:

- (a) a 'customer' within the meaning given to that term in the AML/CTF Act; and
- (b) any client or customer of the FAAA Practice.

Data means all data or information (in whatever form), including Personal Information, that is owned by you, stored or processed on your behalf, or provided by you or your FAAA Practice (including your client or potential clients Personal Information) in using and access the Platform and the Services, but does not include Analytical Data and Third-Party Results.

Developed IP means all Intellectual Property Rights created, produced or acquired in connection with the performance of the Agreement, the Platform and the Services, but does not include Data.

End User Agreement means this document titled 'end user agreement'.

FAAA means Financial Advice Association Australia Limited.

FAAA Practice means a party to a current FAAA Subscription Agreement. For the purposes of this definition, a "current FAAA Subscription Agreement" means an FAAA Subscription Agreement that has not expired or been terminated by the FAAA Practice or the FAAA.

FAAA Subscription Agreement means an agreement between the FAAA Practice and the FAAA, in which you are granted rights to use and access the Platform and Services as a User.

Force Majeure Event means any occurrence or omission as a result of which the party relying on it is prevented or delayed in performing any of its obligations under the Agreement and is beyond the

reasonable control of a party, including failure of Third-Party Inputs, forces of nature, epidemic, industrial action, act of God, fire, lighting, explosions, fire, subsidence, insurrection or civil disorder or military operations, terrorist acts, government restraint, expropriation, prohibition, intervention, strikes, lock-outs or other industrial dispute of any kind, but does not include a lack of funds.

Government Authority means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Intellectual Property Rights means any intellectual or industrial property protected by Applicable Law, including any patent, invention, copyright, design (whether or not registrable), trade secret, circuit layout design or right in relation to circuit layouts, right to confidential information, technical information, processes, techniques and know-how, patterns, designs, specifications, drawings, artwork, transparencies, proofs, documents, samples, dies, tools, jigs, equipment and other materials, regardless of where in the world created (**Intellectual Property**) and includes:

- (a) all rights to own, use and exploit Intellectual Property;
- (b) all applications or rights to apply for registration of the Intellectual Property;
- (c) all renewals and extensions of registration of Intellectual Property; and
- (d) all licences and rights granted to use or exploit Intellectual Property.

Liability means any Loss, claim, notice, entitlement, investigation, demand, proceeding, or judgment (whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party, the FAAA Practice or a party to the Agreement.

Licence has the meaning given to that term in section of this End User Agreement.

Loss means any loss, damage, liability, charge, expense, outgoing, payment or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind.

Moral Rights has the meaning given to that term in the *Copyright Act 1968* (Cth).

Platform means the software as a service AML / CTF platform known as FAAA SafeID, including all Third-Party Inputs, applications, products, services, documentation, forms, databases, data objects, libraries, tools, methodology, third party software, add-ins, interfaces, integration components, web components and any other thing or material necessary for the operation of the AML / CTF platform.

Personal Information has the meaning given to that term in the Privacy Act.

Personnel means the officers, employees, contractors or agents of a party.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means the Privacy Act, the *Spam Act 2003* (Cth) and any other legislation, principles, industry codes and policies relating to the collection, use, disclosure, handling, storage of or granting of access rights to Personal Information.

Privacy Policy means our privacy policy published on our website at: <https://kordamentha.com>

Service means outsourcing, verification and any other services as may be offered to the FAAA Practice from time to time

Suspended Reason has the meaning given to that term in section 16.1 of this End User Agreement.

Term means the term set out in the FAAA Subscription Agreement or:

- (a) if you cease being employed or engaged by the FAAA Practice, at the end of that employment;
- (b) if the Agreement is suspended or terminated under its terms or the FAAA Subscription Agreement, that date of suspension or termination.

Third Party Content has the meaning given to that term in section 9.1 of these End User Agreement.

Third-Party Inputs means software, products, services, features, functionality or integrations provided by third parties and can include searches of public and private databases.

Third-Party Licences has the meaning given to that term in section 8.6 of this End User Agreement.

Third-Party Results means the information or results based on the Data that is generated from your use of the Platform and Services, including the Third-Party Inputs, and may include KYC checks, UBO checks, PEP + Sanctions results.

URL Terms means any terms, conditions, notices and disclaimers that are incorporated by URL reference or hyperlink into these End User Agreement and form part of the Agreement by that reference, but does not include in the FAAA Subscription Agreement.

User means you.

21.2. **(Interpretation):** Unless the contrary intention appears, a reference in this End User Agreement to:

- (a) **‘KordaMentha’, ‘We’, ‘Us’, or ‘Our’** refers to KordaMentha Pty Ltd atf KM Unit Trust (ABN 36 220 576 038);
- (b) **‘You’ or ‘Your’** is the User;
- (c) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (d) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (e) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (f) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (g) **(reference to a group of persons):** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (h) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (i) **(this End User Agreement)** a reference to a party, section, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, section, clause, paragraph, schedule, exhibit, attachment or annexure to or of this End User Agreement, and a reference to this End User Agreement includes all schedules, exhibits, attachments and annexures to it;
- (j) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;

- (k) **(references to statutes)**: a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (l) **(calculation of time)**: a period of time that dates from a given date or the day of an act or event is to be calculated exclusive of that day;
- (m) **(reference to a day)**: a day is a calendar day and is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (n) **(next day)**: if an act under this End User Agreement to be done by a party on or by a given day is done after 5:00 pm on that day, it is taken to be done on the next Business Day;
- (o) **(next Business Day)**: if an event under this Agreement must occur on a stipulated day which is not a Business Day, the stipulated day will be taken to be the next Business Day;
- (p) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (q) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (r) **(adverse interpretation)** no provision of this End User Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this End User Agreement or that provision.