

Infinite Exchange User Agreement

1. Introduction

- A. This is an agreement between you and Infinite Exchange Pty Ltd (ACN: 626 539 071) trading as Infinite Exchange ('User Agreement').
- B. Infinite Exchange provides digital asset (for example, Bitcoin and Ethereum) related services.
- C. Any references in this User Agreement to 'us', 'we' or 'our' are to Infinite Exchange and references to 'you' or 'your' are to the person entering this Agreement with Infinite Exchange.
- D. You are required to agree to our User Agreement in order to open an account with us.
- E. The User Agreement includes following:
 - I. our Terms and Conditions set out below,
 - II. our Privacy Policy which is available on our website www.infinitex.com.au and on our mobile app;
 - III. our Risk Disclosure & Disclaimer which is available on our website www.infinitex.com.au and on our mobile app;
 - IV. our Fee Schedule which is available on our website www.infinitex.com.au and on our mobile app;
 - V. The Customer Risk Acknowledgment which is available on our website www.infinitex.com.au and on our mobile app;
 - VI. Our Anti-Money Laundering ('AML') & Counter Terrorism Financing Policy and Know Your Customer ('KYC') Policy, which is available on our website www.infinitex.com.au and on our mobile app
- F. By signing up to open an account with Infinite Exchange through our website at www.infinitex.com.au, any associated authorised website, the Infinite Exchange mobile app, or any other data feed system, you acknowledge that you have read, understood, and agree to the User Agreement which includes each of our Terms and Conditions, Privacy Policy, Risk Disclosure and Disclaimer, our Fee Schedule, the Customer Warranties for Digital Asset Transfers and our Anti-Money Laundering ('AML') & Counter Terrorism Financing Policy and our Know Your Customer ('KYC') Policy,
- G. If you apply in your personal capacity, you must only apply for an account with us using your legal name. Businesses must sign up using the correct entity details. We may terminate or suspend any accounts which we believe may have been opened without the authorisation of the named account holder.
- H. Subject to this User Agreement, to use our services, you must be a resident of Australia, you must be registered as an account holder with us and have your identity successfully verified by us.
- I. The operation of your account will be subject to legislative compliance. We must be able to identify our customers ("KYC"), and our customer's activities are

subject to relevant legislation including Anti-Money Laundering ('AML') & Counter Terrorism Financing (CTF) laws.

- J. We may revise our User Agreement documents from time to time, and the latest revision will be published on our website and we may provide notification of a revision to you by email. If you do not agree to the revised terms and conditions, we may refuse to continue to provide our services to you and suspend or terminate your account subject to your assets being transferred to your nominated location.

Terms and Conditions

2. Account Registration

- A. We will request information from you for the purposes of opening and maintaining an account with us. The requested information can include your name, a business name, a corporation's name and ACN, email address and a password.
- B. We may be required under applicable laws to collect and use additional information, such as bank statements, to verify your bank account .
- C. Corporate consent to the User Agreement will be required pursuant to *s 127 of the Corporations Act 2003*, which requires the signature of the secretary and a director for corporations with more than one director, and for sole director corporations the sole director and secretary must sign to evidence the consent of the corporation.
- D. For corporate account applicants and accountholders, we may require a resolution of your board to confirm consent to our User Agreement.
- E. We may refuse to open an account for you at our absolute discretion, and we are under no obligation to disclose our reasons for doing so.
- F. You agree to us verifying your identity using the information you have provided, and you agree to us holding your information and authorise us to provide it to a 3rd party for the purposes of verifying your identity.
- G. We may, at any time, request that you provide to us information about yourself or your business, and we reserve the right to suspend your account if you do not comply with our request within the timeframe sought.
- H. Our services are only available to Australian residents using our services within Australian territory. Using our services from overseas either directly or via a VPN is prohibited.
- I. If you are applying as an individual, you must be at least 18 years old, and have legal capacity, to be eligible to use our services.
- J. Any account credentials (username, password) that you provide must not be defamatory or offensive.

- K. Each user must have only one account.

3. Purchase of Digital Assets

- A. If you are an Australian Resident, or an approved Australian corporation, we may offer the facility to transfer Australian dollars to, and from, your account, using a linked Australian bank account, for the purposes of purchasing supported digital assets.
- B. Your activities related to using our services are subject to Anti-Money Laundering and Counter Terrorism Financing legislation.
- C. If your account is enabled to have the facility to purchase digital assets using Australian dollars ('AUD Funds'), you must follow the procedure on our website in order to transfer the funds to our bank account, which are then to be allocated to your account following our clearing procedure. You must only transfer the funds to the account specified using the personalised reference provided by us for the transfer, and failure to do so may result in the loss of your funds.
- D. Your account must have a linked source for payments, and you authorise us to use the payment method which you specified.
- E. You will be able to transfer AUD Funds from, and to, a nominated Australian bank account.
- F. We cannot guarantee how long an AUD Funds transfer will take to process. Transfers are subject to many factors, such as bank processing times. We will endeavour to process each transfer as soon as practicable.
- G. You will not receive interest on any funds in your account.
- H. The funds in your account will be held on trust, and each instruction you issue to us to transfer those funds is an express authorisation for us to transfer, or otherwise deal, with those funds.
- I. Once you have provided instructions for the purchase of digital assets, you cannot revoke those instructions.
- J. We are not responsible if you make an error in transferring your funds or if you make an error with a digital asset sale purchase, trade or transfer instructed by you. We will assume that any transaction initiated from your account has been authorised by you. If you believe an unauthorised transaction has occurred, you must contact us with supporting information within 48 hours of the transaction occurring.
- K. If we receive instructions after 3:30pm to purchase digital assets using AUD Funds in your account, the transaction may not be processed until the following business day.

- L. The sale or purchase of digital assets will incur a fee, which is listed in our Fee Schedule, and by issuing instruction you accept to pay the associated fee or fees.

4. Digital Asset Services

- A. You will be able to send digital assets to external wallets and receive digital assets from external wallets. It is your responsibility to provide accurate information to ensure a transfer is made to the correct wallet address.
- B. You should be extremely careful when making any digital asset transfer. We are not responsible for any errors in the information you provide. You should check and verify each wallet address that you intend to use prior to making a transfer. The addresses of any external wallets you provide will not be verified by us. If you enter an incorrect transfer wallet address, and send the digital asset to the incorrect wallet address, you can expect to lose the transferred digital asset.
- C. You will be able to hold digital assets using wallets linked to your account. If digital assets are held in an account on which there are no transactions for 6 (six) months, the digital assets may be treated as abandoned.
- D. The type of digital assets we offer services for may vary from time to time, and the latest list is available on our website www.infinitex.com.au.
- E. You issue instruction to transfer digital assets to an external wallet by providing the requested information and clicking the 'Send' button.
- F. You must never transfer an unsupported digital asset to an incompatible wallet. If you do, it is likely that you will lose the transferred digital asset. Prior to making a transfer, you must ensure the digital asset you intend to send or receive is supported. If you are unsure of which digital assets are supported, you can check on our website or contact our customer support team who may be able to help you. We are not responsible for incompatible digital asset transfers which you make.
- G. Digital asset transactions are processed at your request and you are responsible for providing accurate information for each transaction. We are not responsible or liable if you provide incorrect information for a transaction.
- H. We will charge transaction fees for each transaction. Our transaction fees may vary from time to time, and the latest version of our Fee Schedule is available on our website.
- I. The relevant fee is due and payable immediately following our performance of the requested services, and the relevant fee will then be debited from your account.
- J. Unless notified by you, we will assume that you authorised each transaction or transfer using your account. If you believe there has been any transfer or transaction made using your account which was not authorised by you, you must notify our customer support department within 48 hours. You can visit our

Customer Support page at www.infinitex.com.au or send an email to support@infinitex.com.au.

- K. We are not responsible or liable for any transaction or transfer using your account which you made in error, or was made by a party accessing your account using login credentials which were obtained from you. However, we will make reasonable efforts to take steps to assist you to trace the transaction.

5. Exchanging Digital Assets

- A. You will be able to exchange supported digital assets for other supported digital assets subject to the availability of the digital assets which are held in your account's digital asset wallets.
- B. You instruct us to purchase digital assets by clicking on the 'Buy' button, and you instruct us to sell digital assets by clicking on the 'Sell' button on our website or mobile app, and you agree to the transaction being made at the quoted exchange rate, and you agree to pay the transaction fee listed on the Fee Schedule.
- C. If you instruct us to use the funds in your AUD Funds wallet, you are expressly authorising us to use those funds at your request.
- D. If you issue instructions to exchange digital assets, we will endeavour to fulfil your request. If your request cannot be immediately fulfilled, we will continue to attempt to fulfil your request unless you instruct us otherwise.
- E. At our absolute discretion, and without having to provide reasons, we may refuse, reverse or block a transaction or transfer initiated from your account.

6. Suspension, Restriction or Termination Of Your Account

- A. We may suspend, restrict or terminate your account for the following reasons:
- I. we believe you have breached, or you are likely to breach, our User Agreement;
 - II. if any payment system linked to your account is declined;
 - III. if you use, or attempt to access, our system in a way we did not authorise;
 - IV. we have reason to believe that we are required to do so under an applicable law;
 - V. we suspect your account has, is, or will be used in a fraudulent or unauthorised way;
 - VI. we suspect your account may be used for unlawful purposes, including money laundering or terrorist financing;
 - VII. if any litigation or Government investigation may cause non-compliance issues;
 - VIII. if we have other reasonable grounds for doing so;
 - IX. at our sole discretion, by giving you 28 days notice.
- B. If your Infinite Exchange account is suspended, cancelled or terminated, we will immediately cancel all outstanding orders associated with your Infinite Exchange account, prohibit all withdrawals and prohibit the placement of any orders.

- C. Subject to any applicable law, court order, or identification verification, if the User Agreement is terminated, you may:
 - I. transfer your digital assets to a nominated wallet within 28 days
 - II. transfer your Australian dollar equivalent funds, to a nominated account.
- D. You may close your Account with us at any time by contacting us at support@infinitex.com.au with seven days written notice.
- E. Within [90] days of closure of your Account, Infinite Exchange will take reasonable steps to deposit any legal tender in your Account back to your nominated bank account, and in respect of any digital currency held in your Account, either transfer the digital currency to you or sell the digital currency at the current market price and pay the amount raised in legal to your nominated bank account.
- F. On notice of closure of your Account by us or by you, any fees payable in connection with the use of Infinite Exchange services will immediately become due.

7. Liability

- A. You agree that we, our employees, our related entities, our agents or our contractors are not liable for any claim arising from a dispute between you and another user of our services, however caused.
- B. You agree to indemnify us, our related entities, our agents and our officers and employees in respect of any costs, (including legal fees, investigation costs, expert evidence reports, and penalties imposed by regulatory authorities) related to, or arising from:
 - I. your breach of this User Agreement;
 - II. your unlawful acts;
 - III. any dispute between you and any other user of the Infinite Exchange services or our website or mobile app;
 - IV. violation or breach of any third party rights by you, including any intellectual property rights, confidential information or other proprietary rights;
 - V. the obligations under this clause shall continue to apply after the termination or expiration of this Agreement.
- C. You agree that we are not liable for actions of 3rd parties which may affect the operation of our website or services.
- D. To the maximum extent permitted by applicable law, Infinite Exchange will not be liable whether in contract, tort (including negligence) or any other common law, equitable or statutory action for any loss or damages that you incur arising out of or in connection with unauthorised use of your Account information.
- E. You agree that to the maximum extent permitted by applicable law we shall not be liable for the following:

- I. loss of profit including trading profits;
 - II. loss of income;
 - III. trading loss;
 - IV. loss or damages arising from your breach of our User Agreement;
 - V. loss or damages arising from interruption of our services;
 - VI. loss or damages arising from the data provided on our website and mobile app;
 - VII. any breach of this User Agreement arising from circumstances beyond our control;
 - VIII. any loss of damage arising from a 3rd party obtaining your account credentials.
- F. Our services are provided on an 'as is' basis. While we aim to provide a continuous service, we do not represent that our services will be available without interruption.
- G. To the maximum extent permitted by relevant laws, we do not make warranties as to our service being fit for purpose, and we exclude to the extent allowed by law any express or implied warranties as to the quality of or merchantability our service. You accept that websites, mobile apps and the provision of data feeds are subject to interruptions, which is beyond our control. We make no warranties as to the accuracy of the information available on our website, mobile app or data feeds.
- H. We do not provide financial advice. Any information provided by us is subject to your verification and you are solely responsible for any transaction or transfer that you make.
- J. If our website or mobile app malfunctions for any reason resulting in you being unable to use the Infinite Exchange services, to the maximum extent permitted by applicable law, Infinite Exchange will not be liable whether in contract, tort (including negligence) or any other common law, equitable or statutory action for any loss or damages.
- K. The following is a non exhaustive list of reasons for service malfunction which we are not liable for:
- I. during any system shutdown maintenance period announced by Infinite Exchange;
 - II. delay of or error in data transmission or inability to perform data transmission due to telecommunications equipment malfunction;
 - III. system errors of this trading platform caused by force majeure factors such as typhoons, earthquakes, tsunamis, floods, blackouts, wars, terrorist attacks;
 - IV. service interruption or delay caused by temporary or other influences such as hacking, computer virus intrusion, malware, technical adjustments or failures in the telecommunications department, website upgrades, banking problems, and government regulations;
 - V. technical problems that are currently unpredictable or unsolvable by the existing technologies;
 - VI. negligence, default, wilful misconduct or fraud by any third parties.
- H. Notwithstanding the foregoing or anything to the contrary in this User

Agreement, to the maximum extent permitted by applicable law, our total liability to you or otherwise arising out of or in connection with your use of the Infinite Exchange services, our website www.infinitex.com.au and our mobile app, whether in contract, tort (including negligence) or any other common law, equitable or statutory action will in no circumstances exceed the amount of fees that you pay us in the 3 month period immediately preceding the event giving rise to the claim for liability.

- I. This clause shall continue to apply after the termination of your Account.
- J. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by Schedule 2 to the *Competition and Consumer Act 2010* (Cth) ('ACL'), or any other applicable law, that cannot be excluded, restricted or modified by agreement.
- K. To the maximum extent permitted by law (including the ACL), we exclude all warranties, whether express or implied (not including any consumer guarantees under the ACL), including any warranties or representations concerning availability of the website, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the website, all links to or from the website and the transactions through the website. Subject to the consumer guarantees provided for in consumer protection legislation (including the ACL), we do not warrant that you will have continuous access to the website.
- L. To the maximum extent permitted by applicable law, we will not be liable whether in contract, tort (including negligence) or any other common law, equitable or statutory action for any loss or damage or any other expenses you incur in connection with circumstances when the website or the full functionality of the website is unavailable to you for any reason, including in relation to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- M. To the maximum extent permitted by law (including the ACL), our liability in respect of any failure to comply with consumer guarantees under the ACL or non-excludable warranties or conditions relating to the Website, all links to or from the Website and the underlying Digital Assets available through the Website is limited to resupplying the Digital Assets or the reasonable cost of resupplying the Digital Assets, whichever we see fit to provide.

8. Tax

- A. You are liable for any tax which may be payable arising from your digital asset purchase, sale, transfer, holding, or trading activities. It is your responsibility to understand your tax obligations. You should speak with a qualified tax advisor to obtain advice.
- B. It is your responsibility to keep detailed complete records of your use of our services, including your trading, purchasing, sale, holding and transfers of digital assets and AUD funds.
- C. We are not liable for any tax liability arising from your use of our services.

9. User obligations

- A. You must not use our website, or mobile app, for any inappropriate or unlawful behaviour including:
 - I. endangering national security;
 - II. infringing the lawful rights of any State, Country, or group of people;
 - III. instigating resistance to, and violation of, the Constitution of any jurisdiction;
 - IV. providing illegal, threatening, abusive or otherwise inappropriate content;
 - V. fabricating or distorting facts, spreading rumours and disturbing social order;
 - VI. tracking other users of our services.
- B. You agree that Infinite Exchange may assess, save, or disclose to a 3rd party your account information in accordance with applicable laws, and for the following purposes:
 - I. to implement or manage the User Agreement, including investigations of potential violations of the User Agreement or any prohibited activities;
 - II. to comply with or actively cooperate with the requirements of applicable judicial, tax authorities or other government agencies;
 - III. to respond to your requests based on customer service;
 - IV. to detect, prevent or otherwise deal with fraud, security or technical issues;
 - V. to protect the rights, property or personal safety of Infinite Exchange, users using the Infinite Exchange services or our website, and the public;
 - VI. for any other purpose described in our Privacy Policy.

10. Website and mobile app links

- A. Our website or mobile app may contain links to other websites or applications. Those links are provided for your convenience only, and unless expressly stated otherwise, we do not endorse, approve or otherwise accept any responsibility for the quality, accuracy or completeness of the information on linked websites. You agree to take precautions on your own and understand that when using the Infinite Exchange services and our website to link to third party websites, you may be exposed to offensive, harmful, incorrect, misleading, or improper website content, viruses, malicious programs which may be in violation of applicable laws.
- B. Your access to these websites or resources does not constitute any approval, ownership, control, authorisation, sponsorship or representation and warranty by Infinite Exchange to such websites or resources, or the content, products or services available on them.
- C. You assume full responsibility and all risks for your use of such websites or resources.
- D. Infinite Exchange encourages you to understand and check the terms of use, privacy policies, and other administrative documents of each website you may enter when leaving the Infinite Exchange website or mobile app.
- E. You acknowledge and agree that to the maximum extent permitted by

applicable laws, Infinite Exchange is not liable whether in contract, tort (including negligence) or any other common law, equitable or statutory action for any loss or damage or other expenses you incur in connection with your reliance on the quality, accuracy or completeness of information on those linked sites.

11. Intellectual Property Rights

- A. All resources on our website are the property of Infinite Exchange, unless expressly stated otherwise, and are protected by copyright laws, trademark laws and other applicable laws. You may view, copy, and download the information on the website on any computer, but only for personal, non-commercial, and information provision purposes, and you must keep the copyright and other proprietary notices in their integrity.
- B. As between the parties, unless expressly stated otherwise, trademarks, service marks and button icons used on this website are owned by Infinite Exchange. Any software, text, images, graphics, databases, goods traded, bar charts, charts, videos and sounds on this website are all property of Infinite Exchange.
- C. You may not manually or automatically copy, reproduce, modify, reprint, upload, post, transmit, retrieve, collect or disseminate any resources on this website or digital trading platform in any form or by any means. Any use on other websites or public computer networks is strictly prohibited. Any unauthorised use may violate copyright laws, trademark laws and other applicable laws, and may result in criminal or civil liabilities.

12. Risk

- A. You must undertake due diligence to understand the laws relating to digital assets in your jurisdiction. You should understand your legal obligations relating to digital assets and act according to the laws in your jurisdiction.
- B. Trading digital assets involves a high level of risk, and you should not trade more than you can afford to lose.
- C. The value of digital assets is highly volatile, and you may incur losses by holding digital assets.
- D. It is possible that a digital asset you purchase may quickly lose its value.
- E. By using Infinite Exchange services, and our website, mobile app or data feeds, you agree that you fully understand the associated risks, and you waive any and all claims against Infinite Exchange, its agents, related entities, contractors, officers and employees in connection with any loss or damage arising from the risks associated with your purchase, sale, or trading of digital assets.
- F. It is your responsibility to keep your account credential (user name and password) safe, you must not disclose your account access credentials to any 3rd party. If a 3rd party obtains your account credentials, you may lose any AUD Funds and digital assets on your account. If you believe a 3rd party has

accessed your account credentials you should immediately change your password, and contact us at support@infinitem.com.au.

- G. You should use an appropriate anti virus and anti malware software on any device on which you access your account. Failure to do so may result in your account credentials being compromised, and you may lose the balance on your account.
- H. The document Risk Disclosure & Disclaimer, which is incorporated into this User Agreement and available on our website at www.infinitem.com.au, further sets out risks associated with the purchase and sale of digital assets and trading of digital assets.

13. Feedback and Complaints Procedure

- A. We welcome your feedback. If you would like to provide feedback, or if you wish to make a complaint, then please contact our Customer Support using our Customer Support page on our website at www.infinitem.com.au, by using the Customer Support link in our app or by writing to our Customer Support team at PO Box 364 Chatswood NSW, 2067
- B. Please provide enough information for us to identify you, your account and the subject matter of your complaint when you contact us. Please also tell us how you wish for the complaint to be resolved.
- C. Complaints will be considered and we may write to you on a 'without prejudice' basis with a view to resolving any issues you have raised.
- D. Within 28 days, we expect to write to you with our decision. We may reject your complaint, or offer to resolve your complaint as you requested, or offer an alternative solution.
- E. Any offer to resolve a complaint is not an admission of liability.
- F. You agree to use our Complaints Procedure to resolve any disputes or complaints, and if the complaint or dispute is not resolved, you agree to refer the matter to mediation prior to commencing proceedings in court.
- G. We may rely on this agreement in court to seek orders that any proceedings be dismissed or stayed until the Complaints Procedure has been followed.

14. Entire Agreement

This User Agreement, including the incorporated documents which are referred to, comprises the whole agreement between you and Infinite Exchange.

15. Assignment

- A. You cannot assign your rights and obligations under this agreement to another party.

- B. We may assign our rights and obligations under this agreement to another party.

16. Headings

Headings in this User Agreement are for convenience only and do not determine the interpretation or application of the content.

17. Survival

- A. If any section of this User Agreement is deemed invalid or unenforceable, the remainder shall remain in full force and effect.
- B. The provisions of this User Agreement shall survive the termination of this agreement to the extent consistent with or necessary to carry out the purpose thereof.

18. Jurisdiction

This User Agreement is governed by the laws of New South Wales, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute in connection with this User Agreement, the Infinite Exchange services, its website , data feeds, or mobile app.