

TERMS AND CONDITIONS (*Terms*)

1. ACCEPTANCE OF TERMS

- a. Incent Loyalty Pty Ltd ACN 617 123 636 (***we, us, or our***) owns and operates the Incent loyalty service (***Service***), and the website www.incentloyalty.com through which access to the Service is made available (***Website***). We issue a cryptographically-based digital currency known as ***INCNT***.
- b. When you create an account with us (***Account***) you become a member of the Service who has not yet been verified (***Unverified Member***). Once you have satisfied the criteria set out in clause 1616.b you will become a ***Verified Member***. A reference in these Terms to ***Member*** includes both an Unverified Member and Verified Member.
- c. These Terms along with the Website Terms of Use form the contract between you and us for use of the Service and other products, services or applications we may provide, unless separate terms and conditions expressly apply to those products and services, and creating and using the Account. You are bound by these Terms and the Website Terms of Use (including any variations to these Terms) by opening and continuing to use your Account.
- d. From time to time you may be required to agree to and comply with additional terms and conditions from us, and from other service providers of applications we have integrated.
- e. Your ongoing membership of the Service and ability to use your Account is conditional upon your agreement to and compliance with these Terms, as well as compliance with any other terms and conditions, terms of use, statements, policies, notices, and disclaimers contained elsewhere on the Website or otherwise communicated by us to you.

2. CHANGES TO TERMS, SERVICE AND ACCOUNT

- a. We can unilaterally change these Terms at our discretion and will notify you of changes by posting the revised Terms on the Website. Your continued use of the Service and/or your Account will constitute acceptance of any changes to the Terms.
- b. From time to time we will release new loyalty incentives (***Reward Programs***) as part of the Service or change Reward Programs offered as part of the Service. Each Reward Program will have its own eligibility requirements and conditions as disclosed on the Website from time to time which may be varied unilaterally at our discretion.
- c. We can unilaterally vary (including discontinue) Reward Programs, specifications, conditions, eligibility requirements, rates, rewards, rules, conditions and content of any aspect of the Service at any time at our discretion.

3. ELIGIBILITY

- a. Only individual persons may create an Account and become Members. Companies, trusts, and entities or organisations other than individual persons are ineligible to become Members at this time.
- b. You must be at least eighteen (18) years of age to use the Services or create an Account. Individuals below 18 years of age are not eligible to use the Website, the Service or create an Account.
- c. You may only apply for and use one Account. You cannot attempt to create multiple Accounts for one individual.
- d. You must not join as a Member nor use the Service on behalf of any other person, including a family member.
- e. You must not allow any other individual to use the Service or your Account on your behalf.
- f. A maximum of six (6) memberships per postal address applies.
- g. By creating an Account or using the Service you warrant that you satisfy all eligibility requirements set out in these Terms.
- h. We reserve the right in our absolute discretion to refuse any application for membership for any reason we determine. We do not need to provide you with any reason for our refusal.

4. REGISTRATION PROCESS

- a. You must provide a valid email address (***Registered Email Address***) when you register to become a Member and create an Account. To activate your Membership, you must validate your Registered Email Address by clicking on a link within an email we send to you after registration.
- b. We reserve the right to cancel any Account created with an email address that in our opinion is offensive, obscene, profane or indecent.

- c. The Registered Email Address must be an active email address in regular use by you. You must promptly notify us if you discontinue use of the Registered Email Address and provide us with a new, active email address that you regularly use which will become your Registered Email Address. You can advise us of a new email address in the 'Accounts Setting' section of the Website (**Accounts Settings**). You will be required to re-validate your new Registered Email Address.
- d. Your Registered Email Address must not be the same Registered Email Address used for another Account with the Service or Website.

5. SUSPENSION, TERMINATION AND CANCELLATION

- a. These Terms are effective and in force until terminated by us. We may terminate these Terms and the Service at any time without notice.
- b. We reserve the right to cancel your membership, your Account and terminate your use of the Service at any time, without cause or reason. If we do so, we will give you notice via email to your Registered Email Address. Without limiting our general rights, we may cancel your membership and terminate your use of the Service, immediately without notice, if you (or we reasonably suspect you have or are likely to):
 - i. breach or violate any conditions or requirements in these Terms; or
 - ii. act against our business interests or reputation or the business interests or reputation of our affiliated organisations and clients.
- c. If we terminate the Service or your use of the Service or your Account for any reason we will in our absolute discretion decide whether you are eligible to redeem any INCNT allocated to your Account as at the date of termination.
- d. You can cancel your membership of the Service and your Account at any time. You will be required to enter your password in order to cancel your membership.
- e. If you cancel your membership:
 - i. the cancellation is final, and your membership cannot be re-activated.
 - ii. you will forfeit all of the INCNT accumulated in/allocated to your Account and any rights to have INCNT allocated to your Account in accordance with any relevant Reward Program.
- f. Where you are an Unverified Member, if your Account is inactive for a period of one (1) month (as reasonably determined by us), we reserve the right to cancel your membership, your Account and terminate your use of the Service, in which case you will forfeit any INCNT allocated to your Account.
- g. We can in our absolute discretion suspend your use of the Service or your Account (either temporarily or permanently) where we reasonably suspect any non-compliance with these Terms including where we reasonably suspect any unauthorised, fraudulent or illegal use of the Service or an Account or where we are carrying out any investigation into these matters. During the period of suspension you are not able to redeem any INCNT allocated to your Account.
- h. You are not eligible to re-apply for membership after having your membership cancelled by us or your use of the Services terminated by us.

6. MONITORING

- a. We reserve the right to monitor the Service and your Account and retain and disclose information as required or allowed by law to any law enforcement authority in any jurisdiction.
- b. In the case of a Member suspected of using the Service or an Account to conduct illegal activity, we will inform the appropriate authorities, and we may cancel your membership and terminate your use of the Services and your Account. We may also commence proceedings against you for any damages or expenses arising directly or indirectly from your actions.

7. PROHIBITED ACTIVITY

You must:

- a. not intentionally or unintentionally use TOR or any other anonymous network or protocol to access the Website, the Account or our Services;
- b. not use the Account, Services or the Website in any way that causes or may cause damage to the Service or the Website, or impairment of the availability or accessibility of the Service or Website, or in any way which is unlawful, illegal, fraudulent or harmful;

- c. not access our Website, your Account or the Services by any means other than the interfaces we provide for use in accessing them;
- d. not use the Service to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking;
- e. abide by the terms and conditions of other websites you visit in using the Service. For example, where you visit other websites which prohibit you from conducting systematic or automated data collection activities (including without limitation scraping, data extraction, data harvesting, and data mining) without prior notification and / or written permission, you must not use the Service on those websites without having elicited that permission from those other websites.

8. PERSONAL AND PROFILE INFORMATION

- a. You must provide us with information about yourself, and you agree to us keeping a record of that information for as long as you remain a Member of the Service. You will be required to provide personally identifiable information on the Website before you are able to claim any reward or incentive from the Service and Website.
- b. From time to time we may also request from you information about you, including but not limited to information that does not personally identify you.
- c. The information you provide to us must be true, accurate and complete.
- d. You must keep the information that you have provided to us current and up-to-date. You can do this by updating the relevant information on the Website or as we otherwise direct.

9. ACCURACY, HONESTY AND INTEGRITY

- a. At all times in your dealings with us and our partners and suppliers you must act with integrity and honesty.
- b. When completing online market research surveys that you have been invited to participate in by an email sent by us, or on our Website and Service, you must answer questions accurately and truthfully, with carefully considered responses. You must not rush through the survey and submit partial, nonsense responses, or not answer some questions. You must not use inappropriate or profane language in your responses

10. UNSOLICITED MESSAGES AND SPAM

- a. In these Terms and Conditions, 'Spam' means the use of email, online message boards, online chat rooms, or an electronic messaging service to send a message which:
 - i. is addressed to a person with whom the sender does not have an existing relationship;
 - ii. is not sent with the implied or express consent of the recipient;
 - iii. is typically, but not always, sent or posted in excess volume; and
 - iv. contains information that is unsolicited or may be unwelcome.
- b. You must not send unsolicited messages or Spam to promote the Service.
- c. You must not use the Service to send Spam.

11. PRIVACY

- a. We take the security and privacy of your personal and profile information very seriously. Our Privacy Policy contains detailed information about how, why and when personal information is collected, held, used and disclosed by us, including:
 - i. the purposes for which we collect your personal information;
 - ii. the consequences if you don't provide your personal information to us;
 - iii. the third parties to which we disclose your personal information;
 - iv. how to access and seek correction of your personal information;
 - v. how to complain about a breach of our obligations in respect of your personal information and how we will deal with such a complaint; and
 - vi. whether your personal information is likely to be disclosed by us to overseas entities and in which countries these entities reside.
- b. Our Privacy Policy is available at www.incentloyalty.com. You may request a copy of the Privacy Policy in hard copy.
- c. You will be taken to have read and accepted our Privacy Policy when you accept these Terms.

12. SECURITY

- a. You must keep your Account password confidential at all times. You are responsible for all transactions made on your Account. We are not liable for any loss or damage arising out of the unauthorised use of your Account.
- b. You must always log into your Account through the Website to review your Account. Do not log in via links in emails or any other communication or notice purporting to be from us.

13. INFORMATION WE COLLECT ABOUT YOUR INTERNET USE

- a. When you become a Member, you agree to us collecting information from you about your internet use. This information includes the URL of any website you visit, and how long you spend on any website, if you make purchases online, other online behaviour and such other information as notified by us from time to time (including as notified by us in our Privacy Policy). We will only collect the root URL of any website you visit, and will not collect information of any subpages of any website.

14. COMMUNICATIONS FROM US

- a. When you become a Member you consent to us sending you emails, with or without any incentive or reward, in connection with providing the Service to you. These emails (**Service Emails**) may include (but are not limited to):
 - i. Verification or validation emails;
 - ii. Account statements;
 - iii. Important information or notices about the Service and your use of the Service;
 - iv. Responses to a customer service enquiry you have made;
 - v. Notification or confirmation of any transaction you initiate; and
 - vi. Requests for additional information from you.
- b. Because Service Emails are required and necessary for us to provide the Service to you, the only way to unsubscribe from receiving Service Emails from us is to terminate your use of the Service by closing your Account and thereby cancelling your membership and access to the Services.
- c. When you become a Member you give us consent to send you information on ways to earn rewards, specific offers to earn rewards and commercial advertising messages via email and mobile phone, if you have supplied your mobile number details.
- d. Receiving advertising emails (**Incent Emails**) are an optional part of the Service. Therefore, you may opt-out of receiving such communications at any time after your registration is complete. This can be done in the Accounts Settings section of the Website.
- e. After opting-out of receiving Incent Emails, you must allow up to 10 days for your email address to be removed from advertising email campaigns. This is because selection of the recipients for an advertising email campaign may take place well before the actual date the emails are sent.
- f. We make no guarantee or representation as to the minimum or maximum number of Incent Emails you will receive from us.

15. ACCUMULATING INCNT

- a. We will maintain against your member Account a notional balance of INCNT which may be accumulated through your use of the Service and receiving rewards in accordance with the eligibility requirements and conditions of any Reward Program.
- b. We legally and beneficially own all INCNT allocated to your Account until you have become a Verified Member.
- c. You do not have any ownership rights (legal or beneficial) in respect of INCNT allocated to your Account until you are a Verified Member.
- d. Your Account can only accumulate INCNT. No other forms of digital currency or value may be held, or will be supported, in your Account.
- e. The amount of INCNT to be allocated to your Account will be calculated by us with respect to Australian Dollars at the end of each period of time during which you are engaged in eligible behaviour using the rates advertised on the Bittrex exchange (<https://bittrex.com/>) for these calculations. Eligible behaviour is that behaviour in which you engage in using the Service as set out in the eligibility requirements or conditions for any Reward Program.

- f. We make no guarantee as to value of INCNT at any time, nor do we guarantee that the value of INCNT will either rise or fall in relation to any other form of value, including fiat currency, or other digital currencies, such as Bitcoin™ or Ethereum™.
- g. You should obtain your own advice about any tax obligations or implications that apply to any INCNT allocated to or redeemed by you.
- h. At this time, the rate of INCNT to be accumulated to an Account for a Member engaging in eligible activity will be \$0.20 Australian per hour, to a maximum of five (5) hours per day (\$1.00 Australian). We generally use the rates advertised on the Bittrex exchange (<https://bittrex.com/>) for these calculations.
- i. A day is defined as one 24-hour period, with reference to Greenwich Mean Time (GMT).
- j. We reserve the right to decline to allocate INCNT to you, including if we suspect there has been any fraudulent, unauthorised or illegal activity connected with your interaction with the Service, the Website, your Account or any other relevant or related activity or entity.
- k. Where an amount of INCNT has been allocated to your Account and we at any time have evidence or reason to believe that the INCNT was allocated due to fraudulent, deceptive or dishonest actions by you or any other person, we reserve the right to reverse the transaction by deducting from your Account the amount of INCNT which we deem to be equal to the value of the suspicious quantity of INCNT allocated to your Account.
- l. If INCNT is allocated to your Account due to a human or computer error, we reserve the right to adjust or reverse the transaction without notice.
- m. If INCNT is not allocated to your Account, and you think it should have been, it is your responsibility to provide us with adequate evidence of the allocation. We reserve the right to make the final decision about whether INCNT should be allocated to your Account.
- n. Subject to these Terms, and any specific eligibility requirements or conditions of any Reward Program or other requirements notified to you from time to time, INCNT allocated to your Account does not have an expiry date. Any INCNT accumulated in compliance with these Terms will remain allocated against your Account until you redeem them (after you have become a Verified Member), as long as your Account remains active (as we reasonably determine) and you continue to comply with these Terms, and any other terms of use, statements, policies, notices, and disclaimers contained elsewhere on the Website.
- o. We do not make any guarantee or representation, whether express or implied, as to the amount of INCNT you may accumulate as a Member.

16. BECOMING A VERIFIED MEMBER AND REDEMPTION OF INCNT

- a. The ability to become a Verified Member is not available until 30 June 2018 (or such other date as we nominate at our absolute discretion).
- b. In order to become a Verified Member:
 - i. you must provide all proof of identification documents and/or other identification information requested by us;
 - ii. your identity must be successfully verified by us, to our satisfaction, in accordance with our customer due diligence obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML Act)*; and
 - iii. you must not be subject to any sanction or countermeasure, a person that is a terrorist organisation or a person that resides in a foreign country prescribed under the AML Act.
- c. We will notify you by email once you have become a Verified Member in accordance with clause 16b. Once you have become a Verified Member you will become the owner of the INCNT allocated to your Account and will be able to deal with the INCNT you own in accordance with any relevant terms of use imposed by us.

17. INDEMNIFICATION

- a. If you have a dispute with one or more users of the Service (**Dispute**), you release us, our affiliates and service providers, and each of our/their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with the Dispute.
- b. You agree to indemnify and hold us, our affiliates and service providers, and each of our or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any

claim or demand (including legal representatives' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of these Terms or your violation of any law, rule or regulation, or the rights of any third party.

18. LIMITATION OF LIABILITY

- a. In no event will we, our affiliates and/or service providers, or any of our or their respective officers, directors, agents, joint venturers, employees or representatives, be liable for and you expressly release and hold us harmless in respect of:
 - i. any INCNT allocated to your Account; or
 - ii. the loss of any expected profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorised or unauthorised use of the Website or the Service, or these Terms, even if we have been advised of, or knew or should have known the possibility of such damages;
 - iii. any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack as a result of using the Services or accessing the Account.
- b. The Service is provided to members on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory. We make no representations or warranties that access to the Website, any part of the Service or the Account will be continuous, uninterrupted, timely, fit for purpose or without error.
- c. We make no representations about the accuracy or completeness of current or historical INCNT price data available on the Website. We will make reasonable efforts to ensure that INCNT is allocated to your Account in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing which may be dependent upon many factors outside of our control.

19. COMPETITIONS

- a. From time to time we may run competitions and promotions for Members. Additional terms and conditions apply to those competitions, and you should read those terms and conditions before entering into any competition.
- b. Unless stated otherwise in the competition terms and conditions, by entering into a competition run by us, you agree to have your name, suburb and state published on the Website and in print media if you are a winner.
- c. Unless stated otherwise in the competition terms and conditions, by entering into a competition run by us, you agree to provide us with a testimonial and photograph if you are a prize winner. When you provide us with a testimonial and photograph you must agree to us publishing your testimonial and photograph both on the Website and in print, online and social media for marketing and promotional purposes.

20. COMMUNICATION FACILITIES

- a. The Service contains electronic message boards (**Forums**), and electronic messaging and feedback systems, and other communication facilities which may allow you to communicate with us, with third parties, and with other Members (**Communication Facilities**).
- b. It is a condition of your use of any Communication Facility and your access to the Service that you do not do any of the following:
 - i. restrict or inhibit any other Member from using or enjoying any aspect of the Service or the Communication Facility;
 - ii. post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
 - iii. post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;

- iv. post or transmit any material of any kind which contains a computer virus or other harmful component;
 - v. post, transmit or in any way exploit any material of any kind for commercial purposes, or which contains any promotional material or advertising, unless we receive consideration or payment for such posting or promotion as part of the service we provide to our members and clients;
 - vi. impersonate any other person or entity;
 - vii. solicit donations for any person or any organisation.
- c. If you breach any of the conditions relating to the use of Communication Facilities we may suspend your access to use, and ability to post to, any Communication Facility, we may cancel your membership of the Service and your Account, and we may refer you to any relevant regulatory or legal authority. You indemnify us for any claim, loss or damage we suffer as a result of, in relation to or in connection with your use of the Communication Facility.
 - d. We may from time to time monitor or review the contents of the Communication Facilities. While we reserve the right to edit, delete, or refuse to post any information, content or materials (in whole or in part) that we, in our sole discretion, determine to be in any way objectionable or in violation of any applicable law or these Terms, we have no obligation whatsoever to monitor any Communication Facility or to edit, delete or refuse to post any information, content or materials, nor are we responsible for any information, content or materials posted by you or any other Member or user of the Service.
 - e. You acknowledge and agree that the Communication Facilities provide a means of public and not private communications.
 - f. We reserve the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any information, content or materials which violate any applicable or relevant law.

21. THIRD PARTY WEBSITES, SURVEYS, AND ADVERTISEMENTS

- a. The Service and the emails sent by us may contain advertisements and links to websites and online market research surveys operated by third parties or their licensees or contractors. Third party links, advertisements and market research surveys are independently operated by the relevant third party and are not a recommendation or endorsement by us or our affiliates or our respective employees. We make no express or implied warranties in relation to the content of these third party advertisements or web sites, including the accuracy, completeness, reliability or suitability of the web sites or the products and services advertised for any purpose.
- b. In some instances, the advertisement or web site linked may contain representations or offers by the third party, which you can accept by executing the relevant transaction. You acknowledge that we do not make such offers, and the third party is solely responsible to you for the delivery of any goods or services obtained from the third party.
- c. If you have an enquiry or complaint about a particular merchant, business, advertisement, link, email, or survey, you may contact us. We will do our best to answer your question or resolve the issue, however in some circumstances you may need to contact the merchant, business or advertiser directly.

22. COPYRIGHT

- a. All content and material on the Website and Service and sent to you by us via email is protected by Australian and international copyright law, and may also be protected as a trade mark, service mark, or under other rights and laws.
- b. Except for the creation of a temporary copy on your computer which is inherent to the process of the normal use of the Website or Service, the content and material referred to above may not be copied, reproduced, published, stored in a retrieval system, altered or otherwise used in any form or by any means, in whole or in part, without our prior written approval, or the approval of the relevant copyright owner.

23. DISCLAIMER OF WARRANTY

- a. You acknowledge that you have not relied upon or been induced by any representation by us and that we make no warranty or representation as to:
 - i. the results that may be obtained through membership of the Service;
 - ii. the Service being fit for any purpose;

- iii. the accuracy, reliability or otherwise of any information obtained through membership of the Service;
- iv. any benefits which may be obtained through membership of the Service;
- v. the Website or Service being uninterrupted, timely or error free; and
- vi. the goods and/or services purchased or obtained through the Website or Service, including goods and or services offered by third parties, except where expressly indicated.

24. SEVERABILITY

- a. If any part of these Terms is or becomes illegal, invalid or unenforceable, it shall not affect the validity or enforceability of any other part or provision of these Terms.

25. GOVERNING LAW

- a. These Terms shall be governed by and construed in accordance with the laws of the State of New South Wales and of the Commonwealth of Australia. You submit to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia.