



Luca Terms of Service

Thank you for selecting Luca offered by The Block Ledger Pty Ltd ACN 626 594 983 and/or its subsidiaries and affiliates (referred to as "TheBlockLedger", "we", "our", or "us").

Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legally binding agreement between You and TheBlockLedger. By clicking "I Agree," indicating acceptance electronically, or by installing, accessing or using the Services, You agree to be bound by the terms of this Agreement. If You do not agree to this Agreement, then You may not use the Services. If You do not agree with these Terms of Service, You must not accept this Agreement, register, use or access the Services as an authorized representative.

DEFINITIONS

Agreement means these Terms of Service.

ATO means the Australian Taxation Office.

Bank Feeds means Luca Bank Feeds, the service which enables You to electronically receive daily or monthly updates of transaction details for nominated Business accounts, including bank accounts and credit cards.

Bank Feeds Data means the transaction information relating to any account linked to Bank Feeds, which is available for You to access as part of Luca.

Business means the business for which accepted this Agreements and uses Luca. This includes, but is not limited to, sole traders, partnerships, joint ventures, companies and trading trusts.

Claims has the meaning given to it in clause 9.3

Content has the meaning given to it in clause 6.1

Data means any data inputted by You or with Your authority into the Website.

Data Supplier means the organisation(s) that You have authorised to supply us with Bank Feeds Data, including Your bank and other nominated financial institutions.

Employees means employees of the Business

Fees means the fees and charges relating to the provision of Luca, as notified to You from time to time and published on our website at <https://www.theblockledger.net> (Australia).



GST means that term as defined in the GST Act

Loss or Claim means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses.

Luca means any of the services, features or functionality which form part of Luca and which we make available to You from time to time. This includes the specific Luca subscription and/or product module purchased by *You*.

Other Application means an application or service developed by a third party to integrate and be used in conjunction with Luca.

Personal Information means that term as defined in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth) as updated, amended or replaced from time to time.

Services means TheBlockLedger online services provided to You on this website, including Content, updates and new releases

Tax Laws means the *Taxation Administration Act 1953* (Cth) and *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**'GST Act'**) as updated, amended or replaced from time to time, and any binding regulation, ruling or direction issued by the ATO or any Australian state or territory revenue offices (as applicable) from time to time.

Third Party means any person we have contracted with to help us provide Luca. This includes any other service providers engaged by us for the delivery, maintenance and administration of Luca. In the case of Bank Feeds, any Data Supplier that You authorise to provide Bank Feeds Data to us is also a Third Party under this Agreement.

User means a person authorised to use Luca.

You means the Business and any authorised representatives of the Business, including each User connected to the Business.

INTERPRETATION

In the interpretation of this Agreement:

(a) Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or deeds also mean those documents or deeds as changed, novated or replaced, and words denoting one gender include all genders;



- (b) Grammatical forms of defined words or phrases have corresponding meanings;
- (c) Parties must perform their obligations on the dates and times fixed by reference to the state of Victoria;
- (d) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (e) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (f) References to a party are intended to bind their executors, administrators and permitted transferees;
- (g) Obligations affecting more than one party bind them jointly and each of them severally.

GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing Your use of the TheBlockLedger online services provided to You on this website, including Content, updates and new releases (collectively, the “**Services**”). This Agreement includes by reference:

- (a) TheBlockLedger's Privacy Statement.
- (b) Additional terms and conditions made available to You, which may include those from third parties.

Any terms provided separately to You for the Services, including product or program terms, ordering, activation, payment terms, etc.

2. YOUR RIGHTS TO USE THE SERVICES

2.1. The Services are protected by copyright, trade secret, and other intellectual property laws.

You are only granted the right to use the Services and only for the purposes described by TheBlockLedger within this Agreement. TheBlockLedger reserves all other rights in the Services. Until the termination of this Agreement and as long as You meet any applicable payment obligations and comply with this Agreement, TheBlockLedger grants to You a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2. You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. You agree You will not:

- (a) Provide access to or give any part of the Services to any third party.
- (b) Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
- (c) Decompile, disassemble, or reverse engineer the Services.



(d) Make the Services available on any file-sharing or application hosting service.

3. PAYMENT

3.1 For Services offered on a payment or subscription basis, the following terms apply, unless TheBlockLedger or any Third Party notifies You otherwise in writing. This Agreement also incorporates by reference and includes payment terms provided to You on the website for the Services:

- (a) Payments will be billed to You by TheBlockLedger in Australian Dollars (AUD), or other currencies which may be made available (plus any and all applicable taxes, including, without limitation, GST) as shown in the subscription terms, and Your account will be debited when You subscribe and provide Your payment information, unless stated otherwise in the payment terms on the website for the Services.
- (b) You must pay with one of the following:
 - (i) A valid credit card acceptable to TheBlockLedger;
 - (ii) A valid debit card acceptable to TheBlockLedger;
 - (iii) Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
 - (iv) By another payment option TheBlockLedger provides to You in writing.

3.2 If Your payment and registration information is not accurate, current, and complete and You do not notify us promptly when such information changes, we may suspend or terminate Your account and refuse any further use of the Services.

3.3 If You do not notify us of updates to Your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by Your card provider (e.g., updater services, recurring billing programs, etc.) to try to update Your payment information, and You authorise us to continue billing Your account with the updated information that we obtain.

3.4 TheBlockLedger will automatically renew Your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated in accordance with this Agreement.



3.5 Additional cancellation or renewal terms may be provided to You on the website for the Services.

4. USE WITH YOUR MOBILE DEVICE

4.1 Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that You are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of Your agreement with Your mobile device and telecommunications providers.

4.2 To the extent permitted by law, TheBlockLedger makes no warranties or representations of any kind, express, statutory or implied as to:

- (a) The availability of telecommunication services from Your provider and access to the services at any time or from any location;
- (b) Any loss, damage or security intrusion of the telecommunication services; and
- (c) Any disclosure of information to Third Parties or failure to transmit any data, communications or settings connected with the services

5. YOUR PERSONAL INFORMATION

You can view TheBlockLedger's Privacy Statement provided with the Services, which is also made available on the website for the Services. You agree to the applicable TheBlockLedger Privacy Statement and any changes published by TheBlockLedger and notified to You via the website. You agree that TheBlockLedger may use and maintain Your data according to the TheBlockLedger Privacy Statement, as part of the Services. This means that TheBlockLedger may use Your data to improve the Services or to design promotions and to develop new products or services. TheBlockLedger is a global company and may access or store personal information in multiple countries, including countries outside of Australia to the extent permitted by applicable law.

6. CONTENT AND USE OF THE SERVICES

6.1. Responsibility for Content and Use of the Services

- a. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including You) provide through Your use of the Services. By making Your Content available through Your use of the Services, You grant TheBlockLedger a worldwide, royalty-free,



non-exclusive license to host and use Your Content. Archive Your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. TheBlockLedger is not responsible for any of Your Content that You submit through the Services.

- b. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:
 - i. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including, without limitation, conduct that is excessively violent, incites or threatens violence, encourages "flaming" others or criminal or civil liability under any local, state, federal or foreign law;
 - ii. Content that would impersonate someone else or falsely represent Your identity or qualifications, or that may constitute a breach of any individual's privacy; is misleading or deceptive, or creates a safety or health risk to an individual or the public;
 - iii. Except as permitted by TheBlockLedger in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;
 - iv. Virus, Trojan horse, worm or other disruptive or harmful software or data; and any Content that You do not own or have the right to use without permission from the intellectual property rights owners thereof.

6.2. Restricted Use of the Services

You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of TheBlockLedger or could subject TheBlockLedger to liability to third parties, including:

- a. Unauthorized access, monitoring, interference with, or use of the Services or Third Party accounts, data, computers, systems or networks;
- b. Interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks;
- c. Unauthorised collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting;
- d. Viewing or other use of any Content that, in TheBlockLedger's opinion, is prohibited under this Agreement;
- e. Any other activity that places TheBlockLedger in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or
- f. Attempting to probe, scan, penetrate or test the vulnerability of an TheBlockLedger system or network or to breach TheBlockLedger's security or authentication measures, whether by passive or intrusive techniques. TheBlockLedger reserves the right not to authorise and may terminate Your use of the Services based on reasonable suspicion of



Your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

6.3. Community forums

The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. TheBlockLedger does not support and is not responsible for the Content in these community forums. Please use respect when You interact with other users. Do not reveal information that You do not want to make public. Users may post hypertext links to content of third parties for which TheBlockLedger is not responsible.

6.4. TheBlockLedger may freely use feedback You provide

You agree that TheBlockLedger may use Your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant TheBlockLedger a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback You provide to TheBlockLedger in any way.

6.5. TheBlockLedger may monitor Content

TheBlockLedger may, but has no obligation to monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect TheBlockLedger or its customers, or operate the Services properly. TheBlockLedger, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

TheBlockLedger does not give professional advice

1. Unless specifically included with the Services, TheBlockLedger is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when You need this type of assistance.



We may tell You about other TheBlockLedger Services

2. You may be offered other services, products, or promotions by TheBlockLedger. Additional terms and conditions and fees may apply to those other TheBlockLedger Services. With some TheBlockLedger Services You may upload or enter data from Your account(s) such as names, addresses and phone numbers, purchases, etc. to the Internet. You grant TheBlockLedger permission to use information about Your Business and experience to help us to provide the TheBlockLedger Services (including other products and services You might be interested in), to develop new products and services, and to enhance the Services.

Communications

3. TheBlockLedger may be required by law to send You communications about the Services or Third Party products. You agree that TheBlockLedger may send these communications to You via email or by posting them on our websites.

You will manage Your passwords and accept updates

4. You are responsible for securely managing Your password(s) for the Services and to contact TheBlockLedger if You become aware of any unauthorised access to Your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

1. Your use of the services, software, and content is entirely at Your own risk. except as described in this Agreement and to the maximum extent permitted by law, the services are provided "as is."TheBlockLedger and Third Party providers, licensors, distributors or suppliers disclaim all warranties, conditions, representations and guarantees, expressed or implied, including any warranty, condition, representation or guarantee that the services are fit for a particular purpose, title, merchantability, data loss, non-interference with or non-infringement of any intellectual property rights, or the accuracy, reliability, quality of content in or linked to the Services. TheBlockLedger and related Third Parties do not warrant that the services are secure, free from bugs, viruses, interruption, errors, theft or destruction.
2. If TheBlockLedger's liability for breach of any implied condition, guarantee, representation or warranty cannot be excluded by law, it is limited to the maximum extent such condition, guarantee, representation or warranty can be limited under any applicable laws.



3. TheBlockLedger and related Third Parties disclaim any representations or warranties that Your use of the services will satisfy or ensure compliance with any legal obligations or laws or regulations.

9. LIMITATION OF LIABILITY AND INDEMNITY

1. To the maximum extent permitted by law, the entire liability of TheBlockLedger and related Third Parties for all claims relating to this Agreement shall be limited to the amount You paid for the services during the twelve (12) months prior to the occurrence of the first cause of action giving rise to a claim. TheBlockLedger and related Third Parties are not liable for any of the following:

- (a) Indirect, special, incidental, exemplary, punitive or consequential damages;
- (b) Damages relating to failures of telecommunications, the Internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet TheBlockLedger systems requirements. the above limitations apply even if TheBlockLedger and related Third Parties have been advised of the possibility of such damages. This Agreement sets forth the entire liability of TheBlockLedger, its affiliates and Your exclusive remedy with respect to the Services and its use.

2. For the avoidance of doubt, TheBlockLedger does not exclude liability which cannot be excluded under the *Competition and Consumer Act 2010* (Cth)

3. You agree to indemnify and hold TheBlockLedger and related Third Parties harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of any of the following (collectively, the '**Claims**')

- (a) Your use of the Services in breach of any laws or regulations;
 1. Your breach of clauses 2.2, 6, or 12 of this Agreement;
 2. any breach by You of any third party rights (including intellectual property rights);
 3. Your willful breach of this Agreement
 4. Your breach of clauses 5 or 10 of this Agreement; or
 5. any other breach of this Agreement

TheBlockLedger reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any Claims. You agree to reasonably cooperate as requested by TheBlockLedger in the defense of any Claims.



10. CHANGES

We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify You by other means. We may also change or discontinue the Services, in whole or in part. It is important that You review this Agreement whenever we modify it because Your continued use of the Services indicates Your agreement to the modifications.

11. TERMINATION

TheBlockLedger may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, effective immediately, in whole or in part, if we determine that Your use of the Services:

1. Violates the Agreement;
2. Is in violation of a law or regulatory requirement;
3. Is in a manner not contemplated by this Agreement;
4. Is improper or substantially exceeds or differs from what would be reasonably considered normal use by other users;
5. Raises suspicion of fraud, misuse, security concern, illegal activity or unauthorised access issues;
6. Is contrary to protecting the integrity or availability of the Services or systems and complying with applicable TheBlockLedger policies; or
7. If You no longer agree to receive electronic communications; or
8. If Your use of the Services conflicts with TheBlockLedger's interests or those of another User of the Services.

Upon Your receipt of TheBlockLedger's notice that Your use of the Services has been terminated You must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect TheBlockLedger's rights to any payments due to it. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT RESTRICTIONS

You acknowledge that the Services, its related website, online services, and other TheBlockLedger Services, including the mobile application, delivered by TheBlockLedger are subject to restrictions under applicable Australia export control laws, including Australia trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with Australia laws. You agree that You will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws and regulations, directly or indirectly.



13. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by the laws of Victoria, Australia. All disputes, controversies or claims in connection with this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber Of Commerce (“ICC Rules”), by a single arbitrator mutually agreed to by the parties appointed in accordance with the ICC Rules. The place of arbitration shall be Melbourne, Australia, and all proceedings, including required notices and requests to the parties shall be conducted in the English language. Each party may select its own counsel, including foreign counsel to participate on its behalf. The parties may engage in mutually agreed to, reasonable discovery subject to the ICC Rules. The award by the arbitrator shall be final and binding on the parties, and each party hereby waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal. Notwithstanding the foregoing, the parties agree that each party has the right to seek, to the extent permitted under the laws of any relevant jurisdiction, temporary or permanent injunctive or other similar relief in any court of other authority of competent jurisdiction in respect of any claims of breach of confidentiality or for an order of specific performance or other relief. Each party will be responsible for its own costs of arbitration.

TheBlockLedger does not represent that the Services and/or content within the Services is appropriate or available for use in all jurisdictions or countries. TheBlockLedger prohibits accessing content from within countries or states where such content is illegal. You are responsible for compliance with all applicable laws pertaining to Your use and access to the Services in Your jurisdiction.

14. LANGUAGE

Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In the event of a dispute the parties confirm that they have requested that this Agreement and all related documents be drafted in English.

15. GENERAL

This Agreement, including the Additional Terms below, is the entire agreement between You and TheBlockLedger regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of



Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of TheBlockLedger. However, TheBlockLedger may assign or transfer this Agreement without Your consent to

1. An affiliate;
2. A company through a sale of assets by TheBlockLedger; or
3. A successor by merger.

Any assignment in violation of this Section shall be void. If You want to request a transfer of this Agreement, contact TheBlockLedger via an email to: support@theblockledger.net