

Alkasa Terms and Conditions for Business Users

These Terms and Conditions ("Terms") govern "Business Users" ("you", or "your") and your use of the products and services provided by Sixthree Holdings Pty Ltd ("Alkasa," "we," "us," or "our") including, but not limited to, the Alkasa mobile application ("App") and the Alkasa website ("Website").

You are considered a "Business User" if you are representing a sole-trader, partnership, company or are listing advertisements on the App or Website for the purposes of your business. We will only accept you registering an account as a Business User if you have an ABN verifiable on abr.business.gov.au. By accessing or using the App or Website, you agree to be bound by these Terms.

****1. Subscription and Payment****

- 1.1. Your Alkasa subscription begins as soon as your initial payment is processed.
- 1.2. To list your business on the App or Website, you are required to pay a monthly or yearly subscription fee ("Subscription Fee"). When confirming your purchase of the subscription, you agree to pay the price stated at the time of your order.
- 1.3. Your subscription will renew automatically each billing cycle (monthly or yearly) without notice until you cancel.
- 1.4. You authorise us to store your payment method(s) and to automatically charge your payment method(s) each billing cycle until you cancel.
- 1.5. Discount eligibility is determined at the time of order. Discounts cannot be applied retrospectively.
- 1.6. The Subscription Fee is payable in advance of each billing cycle. If the payment date falls on a weekend or public holiday, payment will be processed on the next business day.
- 1.7. Alkasa reserves the right to modify prices and fees at any time. We will provide you with 30 days notice if the Subscription Fee is changed from what was stated at the time of your order. Should you decide against continuing your subscription at the revised price, you may cancel your subscription in accordance with our cancellation terms (see "2. Cancellation Terms").

****2. Cancellation Terms****

- 2.1. You may cancel your subscription at any time through the Alkasa website.
- 2.2. A cancellation period of five business days applies to all cancellations. Your advertisement on the App will remain active until the end of the billing period for which you last paid.

2.3. If the billing date for your next billing cycle falls within the cancellation period, you will be charged for that next billing cycle and your advertisement on the App will remain active until the end of that billing cycle.

2.3.1. E.g. ABC Pty Ltd is a Business User with a monthly listing subscription to the App. Their next payment is due on Tuesday 12 March 2024. They decide to cancel their subscription on Friday 8 March 2024. Due to the cancellation period, cancellation will only take effect on Friday 15 March 2024. Therefore, they will be charged a final time on Tuesday 12 March 2024, and their listing on the App will remain active until the end of the billing cycle on 11 April 2024.

2.4. Any transactions which have failed or been rejected due to insufficient funds or otherwise will be gathered before the cancellation date. If we are unable to process the outstanding payments, an invoice will be generated for the remaining debt.

****3. Advertisement Content****

3.1. These provisions apply to any and all content and advertisements which you contribute to the App, the Website and/or our products and services, and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter.

3.2. You are solely responsible for any content or advertisements that you submit, publish or display on the App or Website or transmit to other users of the App or Website.

3.3. You are solely responsible for your advertisements listed on the App or the Website. You understand that all information publicly posted or privately transmitted through the App or Website is the sole responsibility of the person from which such content originated and that we will not be liable for any errors or omissions in any content or as a result of any user's use of the App or Website. You understand that we cannot guarantee the identity of any other users with whom you may interact in the course of using our products and services. Additionally, we cannot guarantee the authenticity of any data which users may provide about themselves or relationships they may describe.

3.4. Business Users listing advertisements on the App or Website are required to provide accurate and up-to-date information regarding their business details and halal status, including but not limited to: business hours, address, phone number, halal certification, meat suppliers, food preparation practices, etc.

3.5. Business Users are encouraged to add photos of their business and/or products to their profile after account creation. If you do not provide any photos, you consent to us using stock photos and/or images from your social media accounts to populate your profile on the App or Website.

3.6. The following is a non-exhaustive list of the criteria that content and advertisements must comply with. Content and advertisements must:

3.6.1. be accurate (where they state facts);

3.6.2. be genuinely held (where they state opinions); and

3.6.3. comply with applicable law in Australia and in any country from which they are posted.

3.7. Alkasa reserves the right to modify or delist advertisements of Business Users that do not maintain up-to-date information.

****4. Compliance with Halal Standards****

4.1. Businesses must accurately describe the degree to which they comply with halal standards when providing information to Alkasa.

4.2. Alkasa reserves the right to modify or delist a business's listing if they are discovered to have violated halal standards or provided misleading or false information on their business advertisement.

****5. Suspension, Termination and Delisting****

5.1. We may immediately delete your advertisement and terminate your access to the App, the Website, or any of our products and services without prior notice at our sole discretion. The deletion or otherwise of an advertisement should not be viewed as an indication of wrongdoing on the part of the Business User.

5.2. Business Users will be provided with a statement of reasons for delisting, termination or suspension and shall have the opportunity to clarify the facts and circumstances leading to the suspension or termination of their account or the delisting of their advertisement.

5.3. Without limiting the foregoing, the following may lead to a deletion by us of a Business User's advertisement and/or termination or suspension of access to the App, the Website, or our other products and services: (a) a breach of these terms; (b) the posting of manifestly illegal content on the Alkasa platform; (c) the making of manifestly unfounded notices or complaints in relation to illegal content on the platform (including, for example, the provision of false information in relation to such notices or false impersonation) (d) a request by law enforcement or other government agencies about you or any content that you have submitted to us; (e) a request by you (self-initiated deletion(s)); (f) unexpected technical issues or problems; and (g) extended periods of inactivity.

5.4. In relation to suspension of access to the App or Website, you agree that suspension of your use of the App or Website by us shall be made in our sole discretion.

****6. Refunds and Delisting****

6.1. If Alkasa decides to delist a Business User's advertisement due to a violation of these Terms, the Alkasa Community Guidelines, our policies, the laws of Australia or the jurisdiction in which the advertisement was placed, or due to misleading or false information provided by the Business User, no refunds will be provided, and the advertisement will be removed immediately from the App and the Website.

6.2. If we choose to delist an advertisement for reasons other than those in Clause 6.1, Alkasa may, but is not required to, provide a pro rata refund for the unused portion of the Subscription Fee. The amount of the refund will be calculated as:

$$\frac{(\text{Days between delisting date and billing period end date}) \times (\text{Subscription Fee})}{(\text{Total days in subscription period})}$$

****7. Responsibility****

7.1. You are solely responsible for the content appearing in any of your advertisements and for the goods and/or services sold following advertisement. We are not responsible for the goods or services appearing on the App or the Website that you advertise, nor are we responsible for the content appearing in any of the advertisements.

7.2. To the fullest extent permitted by law we disclaim any and all liability in respect of any claim arising from any reliance placed on the content of any advertisement by any user of the App or Website or any claims arising in respect of any goods and services to which the content relates.

****8. Modification of Terms****

8.1. Alkasa reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the App or Website. Your continued use of the App and/or Website after the posting of modified Terms constitutes your acceptance of such changes.

****9. Disclaimer of Liability****

9.1. The App, the Website and our services are provided on an 'as is' basis only. You may not rely on any content and/or other material on the App, the Website and/or our services to make (or refrain from making) any decision or to take (or refrain from taking) any action on which reliance should be placed.

9.2. We disclaim all liability (whether in contract, tort or otherwise) arising out of or in connection with any reliance placed on such content and/or materials by any user of the App, the Website and/or our services, or by anyone who may be informed of any of the

content. We accept no responsibility for keeping the information on the App, the Website and/or our products and services up to date or complete or liability for any failure to do so.

9.3. The content and other material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we expressly exclude:

9.3.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

9.3.2. any liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, any direct or any indirect or consequential loss or damage incurred by any user in connection with the App, the Website and/or our products and services or in connection with the use, inability to use, or results of the use of the App, the Website and/or our products and services, any websites linked to it and any materials posted on it however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

9.4. We shall not be liable for any failure to perform any of our obligations under these Terms caused by matters beyond our reasonable control. Under no circumstances will we be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the App or the Website.

9.5. Although we make all reasonable endeavours to ensure that the Website is free from viruses and defects, we shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious or impairing computer programs or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the App, the Website and/or our products and services or to your downloading of any material posted on it, or on any website linked to it.

9.6. We do not guarantee the security of the online services or any systems connected with the use of the App or the Website (including the internet and your hardware and software) used in accessing the services, or any information passed through such systems. We do not guarantee access to the App or the Website or any systems used in accessing our services will be continuous or virus or error free.

****10. Indemnity****

10.1. You shall indemnify and keep us, our holding company and subsidiaries, and our and their respective officers, directors, shareholders, employees, agents, licensors and suppliers (each an "Indemnified Person") indemnified on demand from and against all judgments, awards, penalties, settlements, fines, costs and expenses (including without limitation,

reasonable legal and accounting fees) suffered or incurred by an Indemnified Person and arising out of or in connection with any of the following:

10.1.1. any breach of these Terms;

10.1.2. your access to or use of the App, the Website, or our products and services in a manner that infringes or is alleged to infringe any applicable law or the rights (including, without limitation, the privacy or intellectual property rights) of any other person.

****11. Disclaimer of Endorsement****

11.1. Content on the App or the Website referring to any products, process or service by trade name, trademark, manufacturer or otherwise, does not constitute or imply its endorsement, recommendation or validation by us. We have not independently verified the accuracy of any description of any goods or services advertised on the App or the Website.

11.2. The views, opinions and other content posted by users on the App and the Website are not ours, shall not be attributed to us by you and shall not be used by you for any advertising or product endorsement purposes unless we expressly authorise it.

11.3. While we have trusted partners for whom we promote ancillary products and services, we are not responsible or liable for the performance of those products and services or the quality thereof.

****12. Links from the App and the Website****

12.1. Where the App or the Website contains links to other apps or websites and resources provided by advertisers using the App or Website or other third parties, these links are provided for your information only.

12.2. We have no control over the contents of those websites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you link to any such websites you leave the App or the Website and do so entirely at your own risk.

****13. Governing Law****

13.1. These Terms shall be governed by and construed in accordance with the laws of New South Wales, Australia.

****14. Waiver, Rights Cumulative****

14.1. A failure by Alkasa to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

14.2. No single or partial exercise of a right or remedy provided by these Terms or by law prevents further exercise of that right or remedy or the exercise of another right or remedy.

14.3. The rights and remedies contained in the Terms are cumulative and not exclusive of rights or remedies provided by law.

****15. Severability****

15.1. If the whole or any part of a provision of the Terms is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of the Terms and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of the Terms.

****16. Assignment and Entire Agreement****

16.1. We may assign or subcontract any or all of our rights and obligations under the Terms with you to a third party at any time, at our discretion. You may not, without our prior written consent, assign or dispose of any of your rights or obligations arising under the Terms.

16.2. By agreeing to the Terms you are also agreeing to the transfer of, by way of novation, all respective rights and obligations outlined in this document.

16.3. The Terms contain the entire agreement and understanding between the parties relating to the App, the Website and our products and services, and supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either you or us. In the event of any inconsistency between any of our policies and the Terms, then the Terms shall take priority.

****17. Contact Information****

17.1. If you have any questions or concerns regarding these Terms, please contact us at hello@alkasa.com.au.

By accessing or using the Alkasa App or Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree with any part of these Terms, you must not access or use the App or Website.

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