

**NEURON WALLET**  
**CLOCKCHAIN PTY LTD**  
**USER AGREEMENT**

**GENERAL**

1. The following User Agreement (Terms) relates to your rights and obligations when accessing the applications, websites, content, products, and services (together, the Services) made available by us. By downloading, installing and using the Services, you agree to be bound by these Terms and to our Privacy Policy. If you do not accept these Terms, you must immediately cease using the Services.
2. We reserve the right to amend these Terms from time to time. Amendments will be effective as soon as such changes are notified on the Website or via our Application. Your continued use of the Services following such notification constitutes agreement by you to be bound by these Terms and our Privacy Policy as amended. You should regularly review these Terms. Where there is inconsistency between the content on the Website or Application (including the Terms of Use) and the Services (including these Terms), the content on the Services will prevail.

**DEFINITIONS**

3. In these Terms, the expressions:
  - (a) **Account** means an online account opened by the User via our Website or Application;
  - (b) **App or Application** means the application operated by us;
  - (c) **Neuron Wallet** refers to our secure digital wallet used to store, send and receive cryptocurrency via our Services;
  - (d) **Personal Information** refers to information which may be used to reasonably identify you. For example, your name, address, date of birth, gender, email address, and telephone number is generally considered to be Personal Information. Personal Information may also include information we collect about your individual preferences;
  - (e) **Services** include services provided and controlled by Clockchain Pty Ltd, including but not limited to its website services and Application;
  - (f) **Clockchain Pty Ltd or UNIHASH** refers to Clockchain Pty Ltd (ACN 631 403 097);
  - (g) **User** means a person who has signed up to our Services;
  - (h) **User Account** means an online account opened by the User via our Website or Application;
  - (i) **User Content** includes all information and/or content that a User submits, posts and/or otherwise sends via our Services.
  - (j) **We, Our, Us** and similar terms means Clockchain Pty Ltd (ACN 631 403 097) and our related entities;
  - (k) **Website** means our website or App and/or any other website we may operate from time to time;
  - (l) **You** means a User of the Services.
4. These Terms constitute the entire agreement between you and us with respect to their subject matter and supersede all prior agreements and understandings between you and us in connection with the Services.

## THE SERVICES

5. The Services we provide constitute an online Application which enables Users to store, send and receive cryptocurrencies.
6. The Services requires a smartphone to access. To use the Services, you will need:
  - (a) a smart phone that meets the Services' system and compatibility requirements, which may change from time to time;
  - (b) a working internet connection; and
  - (c) compatible software.
7. You are responsible for ensuring that your device meets the system requirements for the Services and we will not be liable for any telephone costs, telecommunications costs or other costs that you may incur in accessing the Services.

## USER ACCOUNT

8. To fully utilise most aspects of the Services you must register for, and maintain, an active account (**Account**).
9. To obtain an Account you must be 18 years of age or older and have capacity to enter into these Terms and Conditions.
10. Unless authorised by us, you may only possess one account. Sale, resale, transfer or trading of your Account is prohibited.
11. Creating your User Account may require you to provide multiple methods of authentication or verification.

## PASSWORD VERIFICATION

12. Unless you create an account using a third-party login credential (e.g. Google or Facebook), you must nominate a password for your Account. This should include a combination of numbers, upper and lowercase letters and symbols.
13. You must keep your username and password secret and secure at all times in the same way as a cardholder would a banking password or PIN, including by:
  - (a) not sharing it with anyone;
  - (b) not carrying a record of it within the device you use to access the Services or within anything capable of being stolen with your device;
  - (c) not choosing an easily guessable password such as your date of birth or a recognisable part of your name;
  - (d) keeping the device you use to access the Services safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date antivirus software on it; and
  - (e) removing any stored username or password for the Services before disposing of the device you use to access the Services.
14. We assume that any person using the Services with your username and password is either you or is authorised to act for you. You are solely responsible for any activity that occurs on your Account.
15. Please contact us immediately if you suspect a security breach in relation to your device or computer system or that an unauthorised person has used your passcode or other credentials to access the Services.
16. If we receive a report from you regarding a security breach or unauthorised use, we will suspend your use of the Services to protect you from further loss or liability. We will not be liable for any security breaches or unauthorised transactions conducted using the Services.

17. You must provide us with and maintain accurate, complete and current Account information including a valid email address, phone number, as well as at least one valid payment method (either a credit/debit card or one of our payment partners). If you fail to maintain accurate, complete and up-to-date Account information, including by supplying an invalid payment method or not updating a payment method when it expires, your access to the Services may be restricted, suspended or cancelled.
18. You agree to comply with all applicable laws when using the Services and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to us, Merchants, or any other party.
19. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you fail or refuse to provide such proof of identity.
20. We cannot assist you with Wallet password retrieval. You are solely responsible for storing and keeping secure your Wallet password. Any Virtual Currency you have associated with such Wallet may become inaccessible if you do not know or keep secret your Wallet password and we are not responsible for any loss incurred as a result of lost or compromised passwords. Any third party with knowledge of one or more of your credentials (including, without limitation, a backup phrase, wallet identifier or password) can dispose of virtual currency in your wallet.

## **USER CONDUCT**

21. By accessing our Services, you acknowledge and agree:
  - (a) to comply with all applicable laws and regulations regarding online conduct and acceptable material;
  - (b) not to attempt, through any means, to gain unauthorised access to any part of the App/Website and/or any service, other account, computer system and/or network connected to any Clockchain Pty Ltd server;
  - (c) Not to deep-link to the App/Website and/or access the App/Website manually and/or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy and/or monitor any portion of the App/Website and/or any materials and/or other content on the App/Website, unless Clockchain Pty Ltd has given you specific permission to do so in writing;
  - (d) not to use the App/Website for illegal purposes, or as prohibited by these terms;
  - (e) not to use the App/Website to engage in commercial activities apart from sanctioned use of Clockchain Pty Ltd services;
  - (f) not to copy any content for republication in print or online;
  - (g) not to license, sell and/or otherwise provide access to and/or use of the App/Website to any third party, including without limitation to build a competitive product and/or service;
  - (h) not to upload or transmit viruses or other harmful, disruptive or destructive files; and
  - (i) not to disrupt, interfere with, or otherwise harm or violate the security of the App/Website, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the App/Website or affiliated or linked sites (including those of our restaurant partners).
22. You agree that the consequences of commercial use or re-publication of content or information from the App/Website may be so serious that monetary compensation may not be sufficient and that Clockchain Pty Ltd will be entitled to temporary and permanent injunctive relief to prohibit such misuse.

## **PROPER USE OF THE SERVICE**

23. You are prohibited from doing any act that we, acting reasonably, consider to be inappropriate, or which is unlawful or prohibited by any laws applicable to the Services, including but not limited to any act which would constitute a breach of privacy, using the Services to defame or libel us, our employees or any other person or for fraudulent purposes.
24. You must not:
- (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any content, software, products or services contained within or derived from the Services without our prior written approval;
  - (b) reverse engineer the code contained in the Services or upload files which contain viruses or malware which may cause damage to our property or the property of other individuals or post or transmit to the Services any material which we have not authorised including material which is, in our sole opinion, likely to cause annoyance, or which is racist, defamatory, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our security protocols;
  - (c) create internet links to the Services, or "mirror" the Services on any other server or wireless or internet-based device;
  - (d) build a product using similar ideas, features, functions or graphics or copy any such materials contained in the Services;
  - (e) damage, disrupt, interfere with, impair the operation of or misuse the Services, including by data mining, hacking, data harvesting or scraping or using similar data gathering and extraction tools in respect of the Services;
  - (f) launch any automated program or script, including web crawlers, web robots, web indexers, bots, viruses or worms or any program which makes multiple server requests per second or impairs the operation and/or performance of the Services; or
  - (g) use any device, software or routine intended to damage or interfere with the proper working of the Services or to intercept or sequester any system, data, images or other multimedia elements from the Services.

## **ELECTRONIC COMMUNICATIONS**

25. We may as part of the normal business operations send an SMS to your device, call you on your phone number, send an email to the email address you have supplied to us or write to you using the postal address you have supplied to us.
26. You hereby consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this App/Website or through the other services, such as our "live support" and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **USER DATA**

27. You grant Clockchain Pty Ltd an irrevocable license to use, copy, display, publish, modify, remove, translate, create derivative works from, distribute and/or otherwise use User Content on the App/Website and in all forms of media now known or hereafter invented (collectively, the "Uses"), without notification to and/or approval by you.
28. You further grant Clockchain Pty Ltd a license to use your username and/or other user profile information, including without limitation, your ratings history and how long you have been a member of the Services, to attribute User Content to you in connection with our Service, if we choose to do so, again without notification to and/or approval by you.

29. User Content transmitted to certain parts of the App/Website, including, without limitation, restaurant pages and certain Interactive Areas, may be posted in public areas on our App/Website, including without limitation in a compilation format, and publicly visible and accessible.
30. All comments, feedback, suggestions, ideas and other submissions disclosed, submitted or offered to Clockchain Pty Ltd or otherwise disclosed, submitted or offered in connection with your use of the App/Website shall be and remain Clockchain Pty Ltd's property.

## **NEURON WALLET**

31. The Neuron Wallet is exclusively provided by Clockchain Pty Ltd and is only capable of supports Bitcoin and Unihash Coin. Under no circumstances should you attempt to store Virtual Currencies in your Wallet that the Wallet does not support.
32. When you create a Wallet, the Wallet software generates a cryptographic private and public key pair that you may use to send and receive any supported Virtual Currency via the relevant Virtual Currency network.
33. You are solely responsible for storing a backup of any Wallet, private key or transaction information that you maintain in your Wallet or otherwise with our Services. If you do not maintain a backup of your Wallet data outside of our Services, you may not be able to access Virtual Currency previously accessed using your Wallet in the event that we discontinue or no longer offer some or all of the Services or may otherwise lose access to Virtual Currency.

## **TRANSACTIONS**

34. In order to form a complete Virtual Currency transaction, the transaction created with the Wallet must be confirmed and recorded in the Virtual Currency ledger associated with the relevant Virtual Currency network. These networks are owned by third parties and not owned or operated by Clockchain Pty Ltd.
35. Clockchain Pty Ltd has no control over any Virtual Currency network and therefore cannot and does not ensure that any transaction details you submit via our Services will be confirmed on the relevant Virtual Currency network. You agree and understand that the transaction details you submit via our Services may not be completed or may be substantially delayed by the Virtual Currency network used to process the transaction.
36. We do not guarantee that the Neuron Wallet can transfer title or right in any Virtual Currency or make any warranties whatsoever in regard to title.
37. Once the transaction details have been submitted to a Virtual Currency network, we cannot assist you in cancelling or otherwise modifying your transaction or transaction details. Clockchain Pty Ltd has no control over any Virtual Currency network and does not have the ability to facilitate any cancellation or modification requests.
38. In the event of a Fork, Blockchain may not be able to support activity related to your Virtual Currency. You agree and understand that in the event of a Fork, the transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. Clockchain Pty Ltd is not responsible for any loss incurred to you in whole or in part, directly or indirectly, by a Fork.

## **FEES**

39. Clockchain Pty Ltd does not currently charge a fee for receiving, sending or controlling Virtual Currency using the Neuron Wallet. However, we reserve the right to do so in the future. In these circumstances, you will be notified prior to incurring the fee.
40. Network fees, including but not limited to “Miner’s fees”, may apply to a transaction. You are solely responsible for paying any such fees and Clockchain Pty Ltd will not be responsible for advancing such a fee on your behalf nor will neither advance nor fund such a fee on your behalf, nor be responsible for any excess or insufficient fee calculation we may give you.

## **PRIVACY POLICY**

41. We undertake to comply with the terms of our Privacy Policy which is available on our Website and Application.
42. As a user of these Services, you acknowledge that you may provide company or personal information regarding yourself, including your tastes and preferences. You hereby authorise Clockchain Pty Ltd to use such information in connection with any online or offline offering or any electronic mail offering directed to you. You permit us to share your device, payment, location and account information with your debit card or credit card issuer and network. Where necessary, you permit us to collect transaction, account and other personal information from third parties, including your credit or debit card issuer.

## **WARRANTIES AND DISCLAIMER**

43. In Australia, our Services come with guarantees that cannot be excluded under Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* (**Australian Consumer Law**).
44. Nothing in these Terms excludes, restricts or modifies or purports to exclude, restrict or the conditions, warranties and undertakings arising under the Australian Consumer Law.
45. The Services are provided to you strictly on an “as is” and “as available” basis. You acknowledge that:
  - (a) your use of the Services is at your own risk and is also subject to the terms and conditions of our Merchants and affiliated entities offering products or services that you access via the Services;
  - (b) prior to accepting these Terms you have been given a reasonable opportunity to examine and satisfy yourself regarding the Services which are the subject of these Terms; and
  - (c) at no time prior to accepting these Terms have you relied on our skill or judgment and that it would be unreasonable for you to do so.
46. To the maximum extent permitted by law, all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition. In particular, we do not warrant:
  - (a) that your access to the Services will be free from interruptions, errors or viruses;
  - (b) the accuracy, adequacy or completeness of information on the Services (nor do we undertake to keep the Services updated).
47. To the extent that we are in breach of any consumer guarantee or any other warranty or condition that cannot be excluded from these Terms:

- (a) your sole remedy will be for us to provide the features or service that was previously provided; and
- (b) our maximum liability to you is limited to the purchase price of the goods or services you purchased in your last transaction using the Services.

## LIMITATION OF LIABILITY

48. To the maximum extent permitted by law, we do not accept responsibility for any loss or damage (including indirect, special or consequential loss or damage), however caused and whether or not foreseeable (whether in contract, tort, for breach of statutory duty or otherwise), even if we have previously been advised of the possibility of such loss or damage which you may directly or indirectly suffer in connection with:

- (a) your use of the Services or any linked Website (including interference with or damage to your computer system or mobile devices arising in connection with any such use);
- (b) the Services being interrupted or unavailable;
- (c) errors or omissions from the Services;
- (d) viruses, malicious codes or other forms of interference emanating from the Services or from any affiliate website or other website to which the Services are linked;
- (e) your use of or reliance on information contained on or accessed through the Services, which may be incorrect, incomplete, inadequate or outdated;
- (f) goods or services supplied pursuant to or in any way connected with the Services;
- (g) unauthorised access to or use of our servers and/or any information stored on them; or
- (h) any failure or omission on our part to comply with our obligations as set out in these Terms.

49. To the extent that Clockchain Pty Ltd is able to limit the remedies available under these Terms and Conditions, Clockchain Pty Ltd expressly limits its liability for breach of a non-excludable statutory guarantee to the following remedies:

- (a) the supply of the services again; or
- (b) the payment of the cost of having the services supplied again.

## COPYRIGHT

50. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, and written and other materials that are part of the App/Website are copyrights, are owned, controlled or licensed by Clockchain Pty Ltd.

51. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act* 1968 (Cth) and similar legislation which applies in the jurisdiction in which you are located, and except as expressly authorised by these Terms or in writing by us, you may not in any form or by any means:

- (a) copy adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Services; or
- (b) commercialise any information, products or services obtained from any part of the Services.

52. All rights not expressly granted under these Terms are expressly reserved.

## TRADEMARKS

53. All other trademarks, service marks, product names and company names or logos appearing on the App/Website are the property of their respective owners. Any use of such trademarks, service marks, product names and company names or logos, including the reproduction, modification, distribution or republication of same without the prior written permission of the owner of same, is strictly prohibited.
54. The materials on the App/Website, and the App/Website as a whole, are intended solely for personal, non-commercial use by you. You may download or copy the downloadable materials displayed on the App/Website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the materials on the App/Website, the App/Website as a whole, or any related software without the prior written permission of Clockchain Pty Ltd.

## SECURITY OF INFORMATION

55. No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us.

## LINKS IN THE SERVICES

56. The Services may contain links to other websites (**Linked Websites**). Those links are provided for convenience only and may not remain current or be updated by us.
57. We are not responsible for the content or privacy policies or practices of persons or companies associated with Linked Websites. We will not be liable to you or any other person for any loss or cost arising in respect of use or access to Linked Websites. When you access any Linked Websites you do so entirely at your own risk.
58. Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

## SERVICE ACCESS

59. While we endeavour to ensure the Services are available twenty four (24) hours a day, we are not under any obligation to do so, and will not be liable to you if the Services are unavailable at any time or for any period. Your access to the Services may also be occasionally restricted or suspended temporarily at any time and without notice to you to allow for repairs, maintenance or the introduction of new facilities or services.

## TERMINATION AND SUSPENSION OF SERVICES

60. As long as you hold your own personal private keys we cannot, under any circumstances terminate your Neron Wallet service.

## DISPUTE RESOLUTION

61. In the event of a dispute arising in respect of any aspect of these Terms and Conditions, the parties agree to refer the matter to mediation as provided below and only upon failure to settle the dispute through mediation will the parties initiate legal proceedings.

62. The mediation procedure is as follows:

- (a) a party may commence mediation by serving a mediation notice on the other party;
- (b) the notice must state that a dispute has arisen and identify the nature of the dispute;
- (c) the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within seven (7) days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator;
- (d) once the mediator has accepted the appointment the parties must comply with the mediator's instructions;
- (e) if the dispute is not resolved within thirty (30) days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.
- (f) The mediator may fix charges for the mediation which charges must be borne equally by the parties.

#### **SEVERABILITY**

63. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof will to that extent be severed and deemed not to form part of these Terms but the legality, validity and enforceability of all other provisions of these Terms will not be affected.

#### **GOVERNING LAW**

64. The Services are created and controlled by Clockchain Pty Ltd in the State of Victoria in Australia. These Terms are governed by the laws in force in the State of Victoria, Australia and you agree to submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising from these Terms.