

1 Application of these Terms of Use

Finitly Consulting Pty Ltd (ACN 111 470 270) (**Finitly, we, our, us**) licenses the Datasets to you in accordance with the following terms and conditions (**Terms of Use**).

By accessing, or allowing any of your employees to access, the Datasets, you accept these Terms of Use. If you do not agree with these Terms of Use, you must not access or use, or permit any of your employees to access or use, the Datasets. Your ongoing access and use of the Datasets are subject to you complying with these Terms of Use.

Finitly may revoke your right to access and use the Datasets if you breach these Terms of Use.

2 Licence of the Datasets

Finitly grants to you a limited, non-exclusive, non-transferable, royalty-free and revocable licence during the Term to access and use the Datasets solely for the Authorised Use.

This licence allows your employees to view, save an electronic copy or print out the information available on the Datasets.

3 Delivery and Access

Subject to these Terms of Use and any terms required by Snowflake, Inc (**Snowflake**), the Datasets will be made available to you on the Snowflake data platform. Regardless of the method or application through which you access the Datasets:

- (a) you must protect the Datasets from unauthorised access and use and implement appropriate controls to ensure the Datasets are not accessed or used by any person outside your organisation;
- (b) without limiting clause 3(a), you must create a password to access the Datasets. You must, and any employees that access the Datasets must, keep passwords confidential; and
- (c) you must ensure that access to the Datasets remains restricted via password protection or via user authentication.

You may store the Datasets for the Term. After that time, you must destroy or return the Datasets and anything derived from them and, if Finitly requires, certify to Finitly that you have done so.

You must take your own precautions to ensure that the process which you employ for accessing and using the Datasets does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

4 Licence Restrictions

You may not use the Datasets in production or for any commercial purpose. Any use of the Datasets, any information or work product derived from the Datasets and any other content or feature we make available to you other than an Authorised Use,

including any attempt to reproduce, distribute, reverse engineer, sell, license or otherwise grant access to any part of the Datasets to any third party, or use for any commercial purpose, is prohibited and will constitute a breach of these Terms of Use.

You must not access or use the Datasets in any manner or for any purpose which:

- (a) is illegal or prohibited by any laws that apply to you;
- (b) violates our rights in any way; or
- (c) is prohibited by these Terms of Use.

5 Our rights in Our Content

Finitly reserves all rights, including copyrights and other intellectual property rights, whether statutory or common law based, in the Datasets, and in all materials and content made available by Finitly (**Our Content**). Nothing in these Terms of Use transfers or assigns any rights in Our Content to you.

Without restricting the preceding paragraph, any word or device to which the TM or a symbol is attached and which is provided by Finitly to you, is a trademark in which we claim proprietary rights. You must not use any of our trademarks.

6 Third party information and sites

The Datasets may contain information sourced from third parties (**Third Party Information**). Finitly is not responsible for monitoring or verifying the accuracy of any Third Party Information, or for any errors or mistakes whether originally existing in the Third Party Information or caused by the method of reproduction of the Third Party Information into the Datasets.

7 Consumer Laws

Consumers have certain rights under the Australian Consumer Law in Australia, Consumer Guarantees Act in New Zealand and similar laws in other jurisdictions (**Consumer Laws**), which cannot be excluded. If you have rights under the Consumer Laws in respect of the use of the Datasets, including rights arising from any statutory guarantee, nothing in these Terms of Use operates to exclude them.

To the extent permitted by the Consumer Laws, our liability to you for breach of any guarantee implied by Consumer Law is limited in any case to, within a reasonable time and at our discretion:

- (a) in relation to services:
 - (i) the re-performance of the services; or
 - (ii) the payment of the costs of having the services re-performed; and
- (b) in relation to goods:
 - (i) the replacement or resupply of the goods;

- (ii) the repair of the goods; or
- (iii) the payment of the costs to have the goods replaced or repaired.

10

Privacy

You may be asked to input information about yourself or other people within your organisation when accessing the Datasets and using the Datasets. Finitly will comply with all applicable Australian privacy legislation in respect of any personal information that you submit to us and Finitly will only use that information in accordance with our Privacy Policy.

8 Disclaimer

Subject to clause 7, you acknowledge and agree that:

- (a) the Datasets are provided "AS-IS", and Finitly disclaims all warranties and representations in relation to the Datasets or any content of the Datasets;
- (b) Finitly has no obligation to provide technical support in relation to your use of the Datasets or to grant you a licence of the Datasets following the Term;
- (c) your use of the Datasets is entirely at your own risk;
- (d) Finitly does not accept responsibility for any interference, loss or damage to your data, computer systems, or mobile devices which arises in connection with your use of the Datasets; and
- (e) Finitly does not guarantee the Datasets will be continually available or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted through the Datasets.

11

Suspension and termination

If:

- (a) you do not comply with these Terms of Use or if Finitly has reasonable grounds to believe that you are likely to breach them;
- (b) Finitly has reasonable grounds to believe your Access Details have been misused or compromised; or
- (c) you are insolvent or presumed to be insolvent, or if a liquidator, provisional liquidator or mortgagee in possession is appointed, or if you enter into an arrangement or composition with one or more of its creditors or if you ceases to carry on business or threatens to do so or anything occurs which has a substantially similar effect to any of above,

Finitly may suspend or terminate your access to the Datasets or any part or feature of it, at any time and without notice.

If Finitly suspends or terminates your access to the Datasets, you must promptly return to Finitly all copies of the Datasets in your possession or control. If Finitly requests, you must also certify to Finitly that all copies of the Datasets in your possession or control have been destroyed.

9 Liability and Indemnification

Subject to clause 7, neither Finitly, nor our directors, officers, agents, employees or contractors are liable to you in respect of any and all claims, loss or damage, however arising (whether in negligence or otherwise), in connection with:

- (a) your use, misuse or reliance on the Datasets and any information provided through or in connection with the Datasets;
- (b) your permanent or temporary inability to access the Datasets delivered by Finitly in accordance with these Terms of Use;
- (c) errors, faults or failures in transmission of information in or via the Datasets; or
- (d) Third Party Information,

(Loss), except to the extent such Loss arises from the fraud of Finitly, or to the extent Finitly's liability for such Loss cannot lawfully be excluded (in which case, Finitly's liability is limited by the following paragraph).

Subject to clause 7, the maximum aggregate liability of Finitly under or in connection with these Terms of Use, whether in contract, negligence or on any other basis, will be limited to AU\$1,000.

12

General and Jurisdiction

We do not accept any liability for our failure to comply with these Terms of Use where the failure is due to circumstances beyond our reasonable control.

Failure or delay by a party in exercising any rights available to it under these Terms of Use does not mean the party has waived these rights on the occasion or in the future.

If any of the Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

The Terms of Use are governed by the laws in force in New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the courts in that place.

13

Definitions

Access Details means any individual username and/or password information provided by Finitly to access the Datasets.

Authorised Use means viewing the Datasets solely to assess your potential future use of the Datasets pursuant to a separate commercial agreement with Finity.

Business Day means a day when banks are open for business in Sydney, NSW, excluding any Saturday, Sunday or public holiday.

Datasets means the datasets to be provided in accordance with these Terms of Use, as may be updated by Finity from time to time.

Privacy Policy: means
<http://www.finity.com.au/privacy-policy>.

Term means the period commencing on your first access to the Datasets and ending 20 Business Days later or when Finity gives notice of termination under these Terms of Use.