

Website Terms of Use

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By agreeing to these Terms of Use, you acknowledge and agree that:

- the transmission of information over the internet may not be secure or free of errors;
- emails to and from us may undergo email filtering and virus scanning, including by third party contractors which may not be effective in removing viruses or other potentially harmful code;
- your use of this Website (and obtaining and transmitting data to it) is at your own risk, that it is provided on an 'as is' basis and that Little Phil does not make any representations or warranties as to the security, availability of the Website or that your access or use will be uninterrupted, timely or secure;
- you are accountable for maintaining and preserving the confidentiality of your account information, the personal information you provide to Little Phil, the strength level of your password, protecting your digital currency by using a digital wallet and any other activities you undertake when using our services; and
- holding digital currencies is may involve risk and losses can be substantial; and
- you have considered whether transacting or holding digital currencies is suitable for you in light of your financial situation and risk appetite.

In using this Website, you must not:

- reverse engineer, disassemble or otherwise attempt to construct, copy or replicate the Website's source code, formulas or processes;
- interfere with the security or safe use of the Website by others, including by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Website or its users; or
- do anything else which may interfere with or negatively affect the operation of the Website.

Little Phil does not guarantee that this website or Third Party Websites will be free from viruses, or that access to this website or Third Party Websites will be uninterrupted.

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- we, or our related bodies corporate (as defined in the *Corporations Act 2001 (Cth)*), own or are licensed to use all Intellectual Property Rights in the Website (including, but not limited to,

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- any trade marks or logos which appear on the Website are owned by or licensed to Little Phil or its related bodies corporate, and you must not do anything to prejudice the rights of the trade mark owner or licensee to such trade marks or logos.

Liability and complying with laws

2. To the maximum extent permitted by law:
 - Little Phil excludes all liability of any kind, including in respect of any loss of data, interruption of business or any indirect or consequential loss, loss of profits, loss of opportunity or incidental damages, in relation to the use of the Website; and
 - Little Phil excludes all warranties and representations (express and implied) which may arise out of or in connection with the use of the Website or the use of or reliance on information relating to the Website.
3. Little Phil will not be liable not liable for any virus, malware, trojan or similar malicious software program or code infecting your software or hardware as a result of your use of the Website or your interactions with third parties on the Website.
4. You should independently satisfy yourself as to the accuracy of all information provided through the Website.
5. To the extent any legislation prohibits the exclusion of any implied warranties, you agree that Little Phil's liability in respect of any claim is limited (at Little Phil's option) to:
 - in the case of the services:
 - the supply of the services again; or
 - the payment of the costs of having the services supplied again; or
 - in the case of any goods (including any downloadable apps):
 - the resupply of the goods; or
 - the payment of the costs of having the goods resupplied.

You must comply with all laws in relation to your access or use of material on this Website, including laws of the country in which you reside or from which you access this Website.

Indemnity

You agree to indemnify Little Phil, its officers and employees or agents from and against any loss, claim, liability, cost or expense incurred by Little Phil in respect of a third party claim arising from or in

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any way related to your breach of these Terms of Use, any applicable laws or any other terms and conditions which govern your use of the Website.

General

The agreement set out in these Terms of Use and your access to this Website may be cancelled at any time by Little Phil without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by Little Phil will continue after cancellation.

If a provision of these Terms of Use is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of these Terms have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

A right of Little Phil under these Terms of Use may only be waived in writing signed by Little Phil.

You represent and warrant to Little Phil that you are at least 18 years of age and otherwise have the power, authority and capacity to agree to these Terms of Use with Little Phil.

These Terms of Use are governed by and construed in accordance with the laws of the State of Western Australia and the Commonwealth of Australia, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and the Commonwealth of Australia.