

Terms of Use

These Terms of Use constitute a legal agreement between you, as the user of the Website (www.thamescapitalgroup.com.au), and Thames Capital Group Pty Ltd, as the owner and operator of the Website. Throughout these Terms of Use we will refer to **you** as "**you**", and we will refer to **Thames Capital Group Pty Ltd** as "**we**", "**us**" or "**Thames Capital**".

1. Application and Acceptance

These Terms of Use set out the general terms governing your use of the Website. They apply to you as you first use the Website, and you are deemed to have agreed to be bound by them upon your first use of the Website. If you do not wish to continue to be bound by these Terms of Use, please stop using the Website.

2. Relationship to Other Agreements

In addition to these Terms of Use, our Privacy Policy and Risk Warning applies to you and everyone else who uses the Website. We refer to the Terms of Use and the Privacy Policy as the "Website Agreements".

During the course of your use of the Website, you may choose to agree to be bound by certain other agreements. The Website Agreements will continue to apply to you even after you have agreed to any other agreement with Thames Capital Group Pty Ltd.

3. Wholesale Client status

The Website is for "Wholesale Clients" as defined as per the definition of the section 761G of the Corporations Act 2001 (Cth) (Corporations Act) and not Retail Clients. Other jurisdictions may use varying nomenclature to define this investor type e.g. "sophisticated investor", "high net worth investor" or "restricted investor".

A "wholesale client" is defined as a person/s/entity:

- With net assets of at least \$2,500,000 and/or
- \$250,000 gross income per annum over the last two financial years
- Investing an amount of over \$500,000 into any one investment

4. Confidentiality & Non-Circumvention

By using the website, you acknowledge your compliance with the non-disclosure of all and any investment documentation including, but not limited to an Information Memorandum, Pitch Deck, Teaser, Proposals, Financial models together with any other documents or information provided (financial, marketing or otherwise) in relation to the prospective investment ('Confidential Information').

You acknowledge that the use of this Confidential Information is solely for the purposes of evaluating the investment opportunity ('Permitted Purpose'), to use the confidential information exclusively for the Permitted Purpose and will desist from using the Confidential Information for any other purposes, to inform every person or entity with whom you disclose the Confidential Information to that the information is Confidential Information and to obtain his/her/its agreement to maintain confidentiality on the same terms as this agreement

You will also agree that you shall not circumvent Thames Capital Group Pty Ltd or any related other party and use the Confidential Information to make direct contact with business associates, consultants, contractors and partners to the detriment of Thames Capital Group Pty Ltd or otherwise, including but not limited to, and any of its employees, agents, contractors or other third parties.

4. Use of the website

By accepting the Terms of Use you agree that you will not:

- Use the Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms of Use or act fraudulently or maliciously, for example, by using another User's account, or by hacking into or inserting malicious code, including Viruses, or harmful data, into the Website,
- Transmit any material that is defamatory, offensive or otherwise objectionable,
- Use the Website in a way that could damage, disable, overburden, impair or compromise the security of the Website or interfere with other users;
- Attempt to decipher any transmissions to or from the servers running the Website;
- Perform any security testing of the Website either manually or utilising any automated system;
- Copy any of the code within the Website nor any concepts in the Content or Documents;
- Rent, lease, sub-license, loan, distribute, disclose, or otherwise commercially exploit the Website or otherwise make it available in whole or in part to any third party;
- Make alterations to, or modifications of, the whole or any part of the Website, or permit the Website or any part of it to be combined with, or become incorporated in, any other programs, unless such alterations or modifications are carried out or approved, overseen and managed by the us; or
- Disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Website or attempt to do any such thing.
- Post any material, link to any material which may bring Thames Capital Group Pty Ltd into disrepute, or that suggests that Thames Capital Group Pty Ltd is not independent from any person involved in transactions.
- Infringe the rights of any other person or Thames Capital Group Pty Ltd as a result of using defamatory, discriminatory, misleading, inappropriate, abusive, offensive, sexually or racially vilifying, indecent or unlawful material in relation to the website.
- Impersonate or claim (falsely) to be a person or organisation using the website

5. Intellectual Property

The Website may include at any given time text, graphics, logos, icons, images, sound clips, video clips, pitch books, teasers, information memorandums, presentations, trademarks, trade names and data compilations, and together with the Website's page layout, underlying code and software we refer to all of these as "Content".

All of the Content is the sole property of Thames Capital Group Pty Ltd, our affiliates or third parties with whom we do business, and this means that it is protected by Australian and international intellectual property laws and other relevant laws. This means that you may not reproduce, use, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Thames Capital Group Pty Ltd. For the avoidance of doubt, data mining or scraping the Website without the express written permission of Thames Capital Group Pty Ltd is not permitted.

6. Links to Other Websites

This Website may contain links to other websites. Unless we expressly say otherwise, you should assume that these other websites are not under the control of Thames Capital Group Pty Ltd or our affiliates. We assume no responsibility for the content of such websites, and we disclaim liability for any and all forms of loss or damage arising out of the use of them. Additionally, even if we include a link to another website on this Website, that does not mean that we endorse that other website or in any way recommend that you should use it.

7. Disclaimers

You need to be aware that:

- We make no warranty or representation (express or implied) that the Website or its Content will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, or that all information provided will be accurate.

- We make no guarantee of any specific results from the use of the Website or its Content.
- No part of this Website or Content is intended to constitute any form of financial or other advice, and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- The Website and its Content is provided "as is" and on an "as available" basis, and we give no warranty that it will be free of defects and / or faults.
- We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war, or legal restrictions and censorship.
- To the maximum extent permitted by law, we accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from your use of the Website or any Content contained in it, and you use the Website and its Content at your own risk. This is not intended to exclude or restrict our liability for death or personal injury arising from your use of the Website.
- Users should be aware that they use the Website and its Content at their own risk.
- By accepting the Website Terms and Conditions you fully indemnify Thames Capital Group Pty Ltd and any related other party from any losses, damages, expenses, costs, penalties, fines, claims, proceedings and legal fees relating to the above points and any breaches you make of these Terms and Conditions, your use of the Website and Content and any interaction with third parties introduced via the Website.
- Thames Capital Group Pty Ltd, their directors and related entities may hold securities and/or receive monetary and non-monetary payments/incentives in relation to investments on the Website.

8. Severability

We have made every effort to ensure that these Terms of Use adhere strictly with the relevant provisions of Australian Consumer Law (ACL) and other applicable laws. However, in the event that any of these provisions are found to be unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from these Terms of Use and shall not affect the validity and enforceability of the remaining Terms of Service. This clause on "Severability" shall apply only within jurisdictions where a particular term is illegal.

9. No Waiver

In the event that either you or we fail to exercise any right or remedy contained in these Terms of Use, that does not mean you or we (as applicable) have waived that right or remedy and so shall not be construed as a waiver.

10. Revisions

From time to time we may update these Terms of Use to take account of changes in the law or for any other reason. If we update these Terms of Use, we will post a new version on the Website, and as soon as you use the Website after they are posted, you will be deemed to have agreed to the updated version, but you will still be bound by the terms of any previous versions to which you have agreed or been deemed to agree. If there is a conflict between two versions of the Terms of Use to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

11. Communications

If you wish to communicate with us about anything related to these Terms of Use, you may do so by sending an email to Thames Capital Group Pty Ltd on Info@thamescapitalgroup.com.au

12. Complaints

If you wish to make a complaint about Thames Capital Group Pty Ltd, please send the details of your complaint to info@ThamesCapitalGroup.com.au. We will do everything in our power to resolve your complaint to your satisfaction.

13. Choice of Law

These Terms of Use, and the relationship between you and Thames Capital Group Pty Ltd created by it, shall be governed by and construed in accordance with the laws of New South Wales, Australia.

14. Jurisdiction

You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia. This means that if you want to bring a legal action against us, or we want to bring a legal action against you, it must be done in one of these courts.

15. Definitions

We have used a few capitalised terms in this agreement, which means that they have specific definitions. In some cases, the definition is set out when they are first used, but in a few cases, we give the meaning below instead.

- Privacy Policy means the privacy policy of the Website, available at **Privacy Policy**;
- Terms of Use means the terms of use of the Website, available at **Terms of Use**;
- Risk Warning means the risk warning of the Website, available at **Risk Warning**, and;
- Website means the website that you are currently using (**www.thamescapitalgroup.com.au**) and any sub-domains of this site unless expressly excluded by their own terms and conditions.