

WEBSITE TERMS & CONDITIONS OF USE

1. About the Website

(a) Welcome to www.circletrust.com.au (**Website**). The Website allows you to access and use the CircleTrust (**Services**).

(b) The Website is operated by NextAura Solutions Pty Ltd, ACN/ABN . Access to and use of the Website, or any of its associated products or Services, is provided by NextAura Solutions Pty Ltd. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

(c) NextAura Solutions Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When NextAura Solutions Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. Where the option is available in the user interface, you may also accept the Terms by clicking to accept or agree to the Terms.

3. About the Service

(a) CircleTrust is a B2B referral platform where businesses build invite-only partner networks and exchange leads with people they actually trust. Referrals kick off a shared email thread between business, affiliate, and client – no forms, no chasing. Trust scores and deal tracking keep the whole network accountable.

(b) Personal Account for individual, for business clients Free Trial and Professional accounts are currently offered. You acknowledge and agree that the accounts offered, as well as the account features may change from time to time, and may be governed by separate terms which apply specific to the account. Where special account-specific terms apply, you will be informed, and must accept those terms before you are given such an account. For the avoidance of doubt these Terms apply unless otherwise agreed or amended by

account-specific terms.

(c) Some accounts may be governed by a separate Software Licensing Agreement with NextAura Solutions Pty Ltd, which may amend the terms of use. For the avoidance of doubt these Terms apply unless otherwise agreed or amended by the terms of an applicable Software Licensing Agreement.

4. Acceptable Use of the Service

(a) CircleTrust, its related features, and website must only be used lawfully. NextAura Solutions Pty Ltd reserves the right to suspend, cancel, or otherwise deny access to users and accounts who use the service:

(i) To engage in any act that would disrupt the access, availability, and security of CircleTrust and other NextAura Solutions Pty Ltd services, including but not limited to:

- Tampering with, reverse-engineering, or hacking our servers.
- Modifying, disabling, or compromising the performance of CircleTrust or other NextAura Solutions Pty Ltd services.
- Overwhelming, or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources.
- Compromising the integrity of our system, including probing, scanning and testing the vulnerability of our system unless expressly permitted by NextAura Solutions Pty Ltd.

(ii) For any illegal purpose, or to violate any laws, including and without limitation to data, privacy, and export control laws.

(iii) To stalk, harass or threaten users and any member of the public.

(iv) To discriminate against, exclude, or otherwise treat any user, prospective partner, or member of the public unfavourably on the basis of a protected attribute, including but not limited to age, disability, race, sex, gender identity, sexual orientation, religion, national origin, or any other characteristic protected under applicable Australian federal or state anti-discrimination legislation, including the Age Discrimination Act 2004 (Cth), Disability Discrimination Act 1992 (Cth), Racial Discrimination Act 1975 (Cth), Sex Discrimination Act 1984 (Cth), and the Equal Opportunity Act 2010 (Vic). This prohibition applies to all activities conducted through CircleTrust, including the selection of referral partners, the exchange of leads, and participation in invite-only networks.

(v) To misrepresent or defraud any user or member of the public through phishing, spoofing, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with NextAura Solutions Pty Ltd or any third party.

(vi) To access or search any part of the Service, or any other Service owned by NextAura Solutions Pty Ltd other than our publicly supported interface, or otherwise allowed for in an applicable Software Licensing Agreement.

- (vii) To post, upload, share, or otherwise circulate content in violation of CircleTrust's content policy.
- (viii) To distribute, transmit, or store content containing malware, viruses, or malicious code that could harm users, systems, or data integrity, or to use the Service to facilitate unauthorised access to third-party systems or networks.

5. Security and Data Privacy

NextAura Solutions Pty Ltd takes your privacy seriously and information provided through your use of the Website and/or Services are subject to NextAura Solutions Pty Ltd's Privacy Policy, which is available on the Website. The Privacy Policy also addresses NextAura Solutions Pty Ltd's processes, policies, and obligations in respect of CircleTrust security breaches.

Where NextAura Solutions Pty Ltd processes personal information on your behalf in connection with the Services (for example, referral contact data, client details, or deal-related personal information submitted by you or your Organisation), NextAura Solutions Pty Ltd acts as a data processor and you act as the data controller for the purposes of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. In such cases:

- (a) NextAura Solutions Pty Ltd will only process personal information on your behalf in accordance with your reasonable instructions and as necessary to provide the Services;
- (b) NextAura Solutions Pty Ltd will implement and maintain appropriate technical and organisational security measures to protect personal information from unauthorised access, loss, or disclosure;
- (c) NextAura Solutions Pty Ltd will not engage any sub-processors to process personal information on your behalf without providing you with prior written notice and the opportunity to object. A current list of sub-processors will be made available on request;
- (d) NextAura Solutions Pty Ltd will promptly notify you of any data breach involving personal information processed on your behalf, in accordance with the Notifiable Data Breaches scheme under Part IIIC of the *Privacy Act 1988* (Cth);
- (e) upon termination of the Services, NextAura Solutions Pty Ltd will delete or return all personal information processed on your behalf in accordance with Section 6 of these Terms; and
- (f) where personal information is disclosed to recipients located outside Australia in connection with the Services, NextAura Solutions Pty Ltd will comply with Australian Privacy Principle 8 (cross-border disclosure of personal information).

For Organisation Accounts on Professional subscriptions, NextAura Solutions Pty Ltd may enter into a separate Data Processing Addendum upon request, which will supplement and, to the extent of any conflict, prevail over this Section.

6. Data Use

NextAura Solutions Pty Ltd collects, stores, and processes your data on CircleTrust. The data is used to provide Services to you, as well as to facilitate NextAura Solutions Pty Ltd's business operations. The Privacy Policy outlines how your data is collected, stored, and processed by NextAura Solutions Pty Ltd. The Privacy Policy also addresses NextAura Solutions Pty Ltd's processes, policies, and obligations in respect of data encryption and removal requests.

You retain all ownership rights to referral data, deal information, contact lists, and business intelligence you create or upload to CircleTrust (User Content). NextAura Solutions Pty Ltd retains only a limited licence to host, display, and operate the Services. NextAura Solutions Pty Ltd will not use, analyse, aggregate, or disclose User Content for competitive purposes, including creating competing referral networks, selling insights to competitors, or using deal data for NextAura Solutions Pty Ltd's own business development. Upon account termination, User Content will be deleted within 30 days unless legally required to retain.

Upon account termination, NextAura Solutions Pty Ltd will: (i) provide 30 days for you to export all User Content in standard formats (CSV, JSON, PDF); (ii) delete all User Content within 30 days of termination or export completion, whichever is later; (iii) provide written confirmation of deletion within 30 business days; (iv) retain only data legally required (tax records, dispute evidence) for maximum 7 years, with notification of retention scope; and (v) ensure deletion is permanent and non-recoverable, with technical verification available upon request.

7. Subscription to Use the Service

- (a) In order to access the Services, you must first purchase a subscription through the Website (**Subscription**) and pay the applicable fee for the selected Subscription (**Subscription Fee**). After purchasing a Subscription, you will be considered a member (**Member**).
- (b) In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.
- (c) Before, during or after you have purchased the Subscription, you will then be required to register for an account through the Website before you can access the Services (**Account**).
- (d) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including but not limited to name, email address, phone number, billing address, payment card details, company name, ABN, usage data, and device information.
- (e) You warrant that any information you give to NextAura Solutions Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- (f) Once you have completed the registration process, you will be a registered user of the Website and agree to be bound by the Terms (**User**). As a Member you will be granted immediate access to the Services from the time you have completed the registration process until the subscription period expires (**Subscription Period**).
- (g) All Subscription Fees are non-refundable except as expressly provided in Section 9. All credits do not expire during the Subscription Period but upon account termination or

cancellation by either party, all remaining unused AI credits are forfeited and will not be refunded in any form. Users acknowledge that AI credits are non-transferable and have no cash value.

- (h) You may not use the Services and may not accept the Terms if:
- (i) you are under 18 years of age. CircleTrust is a business-to-business platform intended solely for use by adults who are at least 18 years of age. By registering for an Account or using the Services, you represent and warrant that you are at least 18 years of age. If NextAura Solutions Pty Ltd becomes aware that a user is under 18 years of age, NextAura Solutions Pty Ltd will immediately suspend or terminate that user's Account and delete any associated personal information in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles; or
 - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

NextAura Solutions Pty Ltd does not knowingly collect, use, or disclose personal information from individuals under 18 years of age. If you believe that a person under 18 years of age has provided personal information to NextAura Solutions Pty Ltd through the Services, please notify NextAura Solutions Pty Ltd immediately via the 'Contact Us' link on the Website. NextAura Solutions Pty Ltd will take prompt steps to verify the report and, where confirmed, delete all such personal information without undue delay in accordance with its obligations under the *Privacy Act 1988* (Cth), the Australian Privacy Principles, and the *Online Safety Act 2021* (Cth).

- (i) Your Subscription will automatically renew at the end of each Subscription Period for a subsequent period of the same duration, unless you cancel your Subscription before the end of the then-current Subscription Period. NextAura Solutions Pty Ltd will send you a reminder notification at least 14 days before each automatic renewal, to the email address associated with your Account, informing you of the upcoming renewal date and applicable Subscription Fee.
- (j) You may cancel your Subscription at any time via your Account settings or by contacting NextAura Solutions Pty Ltd via the 'Contact Us' link on the Website. If you cancel your Subscription:
 - (i) your Subscription will remain active until the end of the then-current Subscription Period;
 - (ii) you will not be entitled to a refund of any Subscription Fees already paid for the current Subscription Period, except where required by the Australian Consumer Law;
 - (iii) any outstanding Subscription Fees will become immediately due and payable; and
 - (iv) you will retain access to your Account and the ability to export your User Content for the remainder of the Subscription Period and for the 30-day export period described in Section 6.
- (k) NextAura Solutions Pty Ltd may offer you a free trial to allow you to evaluate the Services (**Free Trial**). NextAura Solutions Pty Ltd reserves the right to determine the

eligibility, duration, and features available during any Free Trial at its sole discretion.

- (l) At the end of your Free Trial:
 - (i) if you have provided payment details, your Free Trial will automatically convert to a paid Subscription at the applicable Subscription Fee, and you will be charged on the first day following the end of the Free Trial;
 - (ii) NextAura Solutions Pty Ltd will send you a notification at least 7 days before the end of the Free Trial, informing you of the upcoming conversion and applicable Subscription Fee; and
 - (iii) if you do not wish to be charged, you must cancel your Subscription before the end of the Free Trial via your Account settings or by contacting NextAura Solutions Pty Ltd.
- (m) If you do not provide payment details during the Free Trial, your access to the Services will be suspended at the end of the Free Trial until you purchase a Subscription.

8. Payments

- (a) Subject to the terms of any applicable Software License Agreement, the Subscription Fee may be paid by all payment methods available on the Website, and may change from time to time.
- (b) Payments made in the course of your use of CircleTrust may be made using third-party applications and services not owned, operated, or otherwise controlled by NextAura Solutions Pty Ltd. You acknowledge and agree that NextAura Solutions Pty Ltd will not be liable for any losses or damage arising from the operations of third-party payment applications and services. You further acknowledge and warrant that you have read, understood and agree to be bound by the terms and conditions of the applicable third-party payment applications and services you choose to use as a payment method for CircleTrust services.
- (c) You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Subscription Fee.
- (d) You agree and acknowledge that NextAura Solutions Pty Ltd can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription.
- (e) Where NextAura Solutions Pty Ltd proposes to vary the Subscription Fee, it will provide you with at least 60 days' written notice prior to the commencement of the next Subscription Period. You may terminate this Agreement without penalty by providing written notice within 60 days of receiving notice of any Subscription Fee variation.
- (f) Where any proposed Subscription Fee increase exceeds 10% of the current fee, NextAura Solutions Pty Ltd will provide a detailed written explanation of the reasons for the increase, including any relevant market factors or cost drivers, to enable you to assess the business impact on your operations.

9. Refund Policy

(a) NextAura Solutions Pty Ltd offers refunds in accordance with the *Australian Consumer Law* and on the terms set out in these terms and conditions. Any benefits set out in these terms and conditions may apply in addition to consumer's rights under the *Australian Consumer Law*.

(b) NextAura Solutions Pty Ltd will only provide you with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if the manager of NextAura Solutions Pty Ltd makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Member (**Refund**).

10. Copyright and Intellectual Property

(a) The Website, the Services and all of the related products of NextAura Solutions Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by NextAura Solutions Pty Ltd or its contributors.

(b) All trademarks, service marks and trade names are owned, registered and/or licensed by NextAura Solutions Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:

- (i) use the Website pursuant to the Terms;
- (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (iii) print pages from the Website for your own personal and non-commercial use.

(c) NextAura Solutions Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by NextAura Solutions Pty Ltd.

(d) NextAura Solutions Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

- (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
- (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
- (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

(e) You may not, without the prior written permission of NextAura Solutions Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or

third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

(f) NextAura Solutions Pty Ltd respects the intellectual property rights of third parties. If you believe that any content on CircleTrust infringes your copyright or other intellectual property rights, you may submit a written notice to NextAura Solutions Pty Ltd via the 'Contact Us' link on the Website, including:

- (i) identification of the intellectual property right claimed to have been infringed;
- (ii) identification of the material alleged to be infringing, with sufficient detail to enable NextAura Solutions Pty Ltd to locate the material;
- (iii) your contact details, including name, address, telephone number, and email address;
- (iv) a statement that you have a good faith belief that the use of the material is not authorised by the intellectual property owner, its agent, or the law; and
- (v) a statement, made under penalty of perjury, that the information in the notice is accurate and that you are authorised to act on behalf of the intellectual property owner.

NextAura Solutions Pty Ltd will review all notices received and, where it determines in good faith that content infringes a third party's intellectual property rights, will take reasonable steps to remove or disable access to the infringing content. NextAura Solutions Pty Ltd will handle all intellectual property complaints in accordance with the safe harbour provisions of the *Copyright Act 1968* (Cth), where applicable.

11. Team and Organisation Administration

11.1 Organisation Accounts and Admin Roles

Where a Subscription is purchased on behalf of a business entity (**Organisation Account**), the individual who registers the Organisation Account will be designated as the primary administrator (**Primary Admin**). The Primary Admin may appoint additional administrators (**Team Admins**) and team members (**Team Members**) within the Organisation Account.

The Primary Admin is responsible for: (A) managing access permissions for all Team Admins and Team Members; (B) ensuring all users within the Organisation Account comply with these Terms; (C) designating successor administrators; and (D) maintaining accurate records of authorised users within the Organisation Account.

Team Admins may be granted permissions by the Primary Admin to manage partner networks, referral data, deal tracking, and team member access within the scope authorised by the Primary Admin. NextAura Solutions Pty Ltd accepts no liability for any actions taken by Team Admins or Team Members within the Organisation Account.

11.2 Content Ownership Within an Organisation Account

All referral data, partner network information, deal records, contact lists, trust scores, and business intelligence created or uploaded by Team Members or Team Admins in the course of their employment or engagement with the Organisation (**Organisational Content**) shall be owned by the Organisation, not the individual user who created it, unless otherwise agreed in writing between the Organisation and the individual.

The Primary Admin and any authorised Team Admin shall have full access to all Organisational Content within the Organisation Account at all times, including content created by individual Team Members.

Any content created by a Team Member using personal credentials that is unrelated to the Organisation's business operations (**Personal Content**) remains the property of that individual. The Primary Admin is responsible for establishing and communicating internal policies distinguishing Organisational Content from Personal Content.

11.3 Departure of Team Members or Administrators

Upon the departure of a Team Member or Team Admin from the Organisation (whether by resignation, termination, or otherwise), the Primary Admin is solely responsible for promptly revoking that individual's access to the Organisation Account via the account management settings. NextAura Solutions Pty Ltd accepts no liability for any access, use, or disclosure of Organisational Content by a former Team Member or Team Admin where the Primary Admin has failed to revoke access in a timely manner.

Upon revocation of access, all Organisational Content created or managed by the departing individual shall remain within the Organisation Account and shall be accessible to the Primary Admin and remaining Team Admins. NextAura Solutions Pty Ltd will not transfer, delete, or otherwise alter Organisational Content as a result of an individual user's departure.

Where the Primary Admin departs the Organisation, the Organisation must notify NextAura Solutions Pty Ltd in writing within 14 days and designate a replacement Primary Admin. Until a replacement is designated, NextAura Solutions Pty Ltd may, at its discretion, suspend administrative functions of the Organisation Account to protect the integrity of Organisational Content.

11.4 Organisational Control Over Partner Network and Referral Data

The Organisation retains full ownership and control over its partner network, referral relationships, deal data, and associated trust scores established through the Organisation Account. Individual Team Members and Team Admins do not acquire any independent rights to the Organisation's partner network or referral data by virtue of their use of CircleTrust.

The Primary Admin may, at any time, export all Organisational Content in available standard formats (CSV, JSON, PDF) via the account management settings. NextAura Solutions Pty Ltd will use reasonable endeavours to ensure export functionality remains available throughout the Subscription Period.

NextAura Solutions Pty Ltd will not share, transfer, or disclose an Organisation’s partner network data, referral data, or deal information to any other Organisation Account or third party without the express written consent of the Primary Admin, except as required by law or as set out in the Privacy Policy.

11.5 Organisation Account Liability

The Organisation is liable for all acts and omissions of its Team Admins and Team Members in connection with the use of CircleTrust and the Organisation Account. The Organisation warrants that it has obtained all necessary consents and authorisations from its Team Members and Team Admins for the collection, storage, and processing of their personal information in connection with the Organisation Account, in accordance with the *Privacy Act 1988* (Cth) and applicable Australian privacy laws.

12. Artificial Intelligence Features and Terms

12.1 AI Features

CircleTrust incorporates artificial intelligence and machine learning features (**AI Features**), which may include, without limitation: automated trust scoring, referral matching and recommendations, deal tracking insights, network analytics, and AI-generated summaries or suggestions (**AI-Generated Outputs**). AI Features are designed to assist you in using the Services and do not constitute professional, legal, financial, or business advice of any kind.

12.2 Ownership of AI-Generated Outputs

As between you and NextAura Solutions Pty Ltd, you retain ownership of any AI-Generated Outputs produced through your use of the Services to the extent permitted by applicable law. You acknowledge that:

- (a) AI-Generated Outputs may not be unique to you and similar or identical outputs may be generated for other users;
- (b) NextAura Solutions Pty Ltd makes no representation that AI-Generated Outputs are capable of intellectual property protection under Australian law, including under the *Copyright Act 1968* (Cth); and
- (c) you are solely responsible for reviewing, verifying, and determining the suitability of any AI-Generated Output before relying upon or acting on it.

12.3 Limitations and Disclaimers on AI Accuracy

AI Features are provided on an “as is” basis. NextAura Solutions Pty Ltd does not warrant or represent that:

- (a) AI-Generated Outputs are accurate, complete, current, reliable, or fit for any particular purpose;
- (b) AI Features will operate without error, interruption, or bias; or

- (c) AI-Generated Outputs will meet your specific business requirements or expectations.

You acknowledge that AI systems may produce outputs that are incorrect, incomplete, or misleading (**AI Errors**). NextAura Solutions Pty Ltd shall not be liable for any loss, damage, or harm arising from your reliance on AI-Generated Outputs or AI Errors, to the maximum extent permitted by law, including the Australian Consumer Law. You are strongly encouraged to independently verify all AI-Generated Outputs before making any business decisions based upon them.

12.4 Use of User Data for AI Model Training

NextAura Solutions Pty Ltd will not use your User Content (including referral data, deal information, contact lists, or business intelligence) to train, fine-tune, or improve any AI or machine learning model, whether operated by NextAura Solutions Pty Ltd or any third party, without your prior express written consent. For the avoidance of doubt:

- (a) anonymised, aggregated, or de-identified usage data (which cannot reasonably be used to identify you) may be used to improve the performance and functionality of AI Features, subject to NextAura Solutions Pty Ltd's Privacy Policy; and
- (b) any use of your personal information in connection with AI Features will be handled in accordance with the *Privacy Act 1988* (Cth), the Australian Privacy Principles, and NextAura Solutions Pty Ltd's Privacy Policy.

12.5 Opt-Out Mechanisms

You may opt out of certain AI Features at any time by:

- (a) adjusting your account settings within the CircleTrust platform to disable AI-powered recommendations and automated scoring, where such settings are made available;
- (b) submitting a written opt-out request to NextAura Solutions Pty Ltd via the 'Contact Us' link on the Website, specifying the AI Features you wish to disable; or
- (c) exercising your rights under the *Privacy Act 1988* (Cth) to request access to, correction of, or deletion of personal information used in connection with AI Features.

You acknowledge that opting out of certain AI Features may limit the functionality or performance of the Services available to you. NextAura Solutions Pty Ltd will process opt-out requests within a reasonable time and will confirm in writing when the opt-out has taken effect.

12.6 Third-Party AI Services

Certain AI Features may be powered by third-party artificial intelligence providers (**Third-Party AI Providers**). NextAura Solutions Pty Ltd will take reasonable steps to ensure that any Third-Party AI Providers engaged in connection with the Services are subject to appropriate data processing and confidentiality obligations consistent with these Terms and the Privacy Policy. NextAura Solutions Pty Ltd shall not be liable for the acts or omissions of Third-Party AI Providers to the extent permitted by law.

12.7 Human Review of Significant Decisions

Where an AI Feature produces an output that materially affects your access to the Services, your trust score, or your standing within the CircleTrust network (**Significant AI Decision**), you may request that NextAura Solutions Pty Ltd conduct a human review of that Significant AI Decision by contacting NextAura Solutions Pty Ltd via the 'Contact Us' link on the Website. NextAura Solutions Pty Ltd will acknowledge your request within 5 business days and provide a written outcome within 20 business days of receipt of your request.

13. Third-Party Services

You may elect to use the Services in conjunction with third-party applications, platforms, integrations, or services, including but not limited to customer relationship management (CRM) systems, email platforms, accounting software, and other business tools (**Third-Party Services**). Your use of any Third-Party Service is subject to the terms, conditions, and privacy policies of that Third-Party Service provider.

NextAura Solutions Pty Ltd does not endorse, warrant, or assume any responsibility for any Third-Party Service, and makes no representations or warranties in relation to the quality, reliability, security, or availability of any Third-Party Service. To the extent permitted by law, NextAura Solutions Pty Ltd expressly disclaims all liability arising from:

- (a) your use of, or reliance on, any Third-Party Service in conjunction with CircleTrust;
- (b) any loss of data, service interruption, or security breach caused by or attributable to a Third-Party Service;
- (c) any transaction, agreement, or relationship between you and any Third-Party Service provider; and
- (d) any changes to, discontinuation of, or incompatibility with any Third-Party Service that may affect the functionality of CircleTrust.

You acknowledge and agree that it is your responsibility to evaluate the suitability, security, and terms of any Third-Party Service before connecting it to your CircleTrust Account. NextAura Solutions Pty Ltd may, at its discretion, disable or restrict integrations with Third-Party Services that it reasonably determines pose a risk to the security or integrity of the Services.

14. Changes to the Service

- (a) NextAura Solutions Pty Ltd may, from time to time, add new features or functionality to, or remove, modify, or discontinue existing features or functionality of, the Services. NextAura Solutions Pty Ltd will use reasonable endeavours to provide you with advance notice of any material changes to the Services that, in NextAura Solutions Pty Ltd's reasonable determination, materially adversely affect your use of the Services.
- (b) Where NextAura Solutions Pty Ltd proposes to remove or materially modify a feature of the Services that is core to the functionality you have subscribed to, NextAura Solutions Pty Ltd will provide at least 30 days' written notice and will use reasonable endeavours to make available a substantially similar alternative feature or migration path.

(c) If NextAura Solutions Pty Ltd discontinues the Services entirely during your Subscription Period and is unable to provide a substantially similar replacement service, NextAura Solutions Pty Ltd will provide you with a pro-rata refund of Subscription Fees prepaid for the unused portion of your Subscription Period, calculated from the effective date of discontinuation.

(d) Minor updates, bug fixes, security patches, and routine maintenance do not constitute material changes and may be implemented without prior notice. NextAura Solutions Pty Ltd will use reasonable endeavours to schedule planned maintenance outside of peak business hours (AEST) and to provide notice of planned downtime where practicable.

15. General Disclaimer

(a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

(b) Subject to this clause, and to the extent permitted by law:

(i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

(ii) NextAura Solutions Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

(c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you “as is” and “as available” without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of NextAura Solutions Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of NextAura Solutions Pty Ltd) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

(ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);

(iii) costs incurred as a result of you using the Website, the Services or any of the products of NextAura Solutions Pty Ltd; and

- (iv) the Services or operation in respect to links which are provided for your convenience.

16. Limitation of Liability

- (a) NextAura Solutions Pty Ltd's total aggregate liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total Subscription Fees paid by you to NextAura Solutions Pty Ltd in the twelve (12) month period immediately preceding the event giving rise to the claim. Where you have been a Member for less than twelve (12) months, the cap shall be the total Subscription Fees paid during your Subscription Period to the date of the claim.
- (b) You expressly understand and agree that NextAura Solutions Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- (c) The limitation of liability set out in this clause will not apply to: (i) liability for death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of consumer guarantees under the Australian Consumer Law that cannot lawfully be excluded; or (iv) any other liability that cannot be excluded or limited by law.

17. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by NextAura Solutions Pty Ltd as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) not renewing the Subscription prior to the end of the Subscription Period;
 - (ii) providing NextAura Solutions Pty Ltd with days' notice of your intention to terminate; and
 - (iii) closing your accounts for all of the services which you use, where NextAura Solutions Pty Ltd has made this option available to you.
- (c) Any notices pursuant to Clause 17(b) above should be sent, in writing, to NextAura Solutions Pty Ltd via the 'Contact Us' link on our homepage.
- (d) NextAura Solutions Pty Ltd may at any time, terminate the Terms with you if:
 - (i) you do not renew the Subscription at the end of the Subscription Period;
 - (ii) you have breached any provision of the Terms or intend to breach any provision;
 - (iii) NextAura Solutions Pty Ltd is required to do so by law;
 - (iv) the provision of the Services to you by NextAura Solutions Pty Ltd is, in the opinion of NextAura Solutions Pty Ltd, no longer commercially viable.

- (e) Subject to local applicable laws, NextAura Solutions Pty Ltd reserves the right to discontinue or cancel your Subscription or Account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts NextAura Solutions Pty Ltd's name or reputation or violates the rights of those of another party.
- (f) Except in cases of imminent security threats or illegal activity, NextAura Solutions Pty Ltd will provide 14 days' written notice specifying the breach or violation and a 14 day cure period before suspension or termination takes effect, during which time you may remedy the breach or dispute the grounds for suspension through the dispute resolution process set out in these Terms.
- (g) Where NextAura Solutions Pty Ltd terminates the Terms on grounds of commercial viability under Clause 17(d)(iv), NextAura Solutions Pty Ltd must provide 60 days' written notice and demonstrate that service provision has become technically impossible due to regulatory prohibition, infrastructure failure, or documented financial insolvency, and you retain the right to dispute such termination through the dispute resolution process set out in these Terms.
- (h) Upon termination of the Terms, NextAura Solutions Pty Ltd will provide you with 30 days to export or retrieve your data from the Services, after which time NextAura Solutions Pty Ltd may permanently delete all data associated with your Account in accordance with its data retention policies.
- (i) The following provisions of these Terms shall survive any expiration or termination of these Terms and shall continue in full force and effect: Section 5 (Security and Data Privacy), Section 6 (Data Use), Section 10 (Copyright and Intellectual Property), Section 15 (General Disclaimer), Section 16 (Limitation of Liability), Section 18 (Indemnity), Section 19 (Dispute Resolution), Section 20 (Venue and Jurisdiction), Section 21 (Governing Law), and Section 22 (General Provisions), together with any other provision that by its nature is intended to survive termination.

18. Indemnity

You agree to indemnify NextAura Solutions Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.
- (d) any claims arising from your User Content that infringes third-party intellectual property rights, provided such claims do not arise from or are not contributed to by NextAura's negligence, willful misconduct, platform failures, or security breaches.

19. Dispute Resolution

Compulsory

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

Notice

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

Resolution

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Resolution Institute;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Melbourne, Australia.

Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as “without prejudice” negotiations for the purpose of applicable laws of evidence.

Termination of Mediation

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

Individual Capacity

All Disputes must be brought by the Parties in their individual capacity and not as a plaintiff, applicant, or class member in any purported class action, representative proceeding, or group proceeding (including under Part IVA of the *Federal Court of Australia Act 1976* (Cth) or equivalent state or territory legislation). The Parties agree that any Dispute will be resolved solely on an individual basis and that neither Party shall seek to have any Dispute heard as a class action, representative action, or group proceeding.

20. Venue and Jurisdiction

The Services offered by NextAura Solutions Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria.

21. Governing Law

The Terms are governed by the laws of Victoria. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

22. General Provisions

22.1 Marketing Communications

By creating a CircleTrust Account, you consent to receiving operational communications from NextAura Solutions Pty Ltd relating to the Services, including account notifications, security alerts, and service updates. These communications are an essential part of the Services and cannot be opted out of while you maintain an active Account.

NextAura Solutions Pty Ltd may also send you marketing communications, including promotional offers, product updates, newsletters, and partner network opportunities. By providing your contact details during registration, you consent to receiving such marketing communications in accordance with the *Spam Act 2003* (Cth). Each marketing communication will:

- (a) clearly identify NextAura Solutions Pty Ltd as the sender;
- (b) contain accurate sender information; and
- (c) include a functional unsubscribe mechanism that allows you to opt out of future marketing communications at no cost.

You may withdraw your consent to marketing communications at any time by using the unsubscribe link in any marketing message or by adjusting your communication preferences in your Account settings. NextAura Solutions Pty Ltd will process your opt-out request within 5 business days. For the avoidance of doubt, opting out of marketing communications will not affect the delivery of essential service-related and legally required communications.

22.2 Assignment

You may not assign, transfer, or delegate these Terms or any of your rights or obligations under these Terms to any third party without the prior written consent of NextAura Solutions Pty Ltd, except to a successor entity by way of a merger, acquisition, corporate restructure, or sale of all or substantially all of your assets, provided that the successor entity agrees to be bound by these

Terms.

NextAura Solutions Pty Ltd may assign, transfer, or delegate these Terms or any of its rights or obligations under these Terms, in whole or in part, at any time, including in connection with a merger, acquisition, corporate restructure, or sale of all or substantially all of its assets. Where NextAura Solutions Pty Ltd assigns these Terms to a third party, it will provide you with written notice within 30 days of the assignment taking effect.

22.3 Entire Agreement

These Terms, together with the Privacy Policy, any applicable Software Licensing Agreement, Data Processing Addendum, and any other policies or agreements expressly referenced in these Terms, constitute the entire agreement between you and NextAura Solutions Pty Ltd with respect to the Services and supersede all prior representations, agreements, negotiations, and understandings between you and NextAura Solutions Pty Ltd, whether written or oral, with respect to the Services, including any previous versions of these Terms.

22.4 Waiver

No failure or delay by NextAura Solutions Pty Ltd in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy. No single or partial exercise of any right, power, or remedy by NextAura Solutions Pty Ltd shall preclude any other or further exercise of that right, power, or remedy, or the exercise of any other right, power, or remedy under these Terms or at law.

22.5 Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

22.6 Notices

All required notices to you will be sent to the email address associated with your Account or through other legally permissible means. You are responsible for keeping your contact information current and accurate. Notices sent by NextAura Solutions Pty Ltd to the email address associated with your Account shall be deemed received at the time of sending.