

KINLYST PTY LTD

Terms and Conditions

Last Updated: 10 February 2026

1. INTRODUCTION AND AGREEMENT TO TERMS

These Terms and Conditions ("Terms") govern your access to and use of the Kinlyst Pty Ltd website ("Website") and all related services, including our mailing list service. By accessing, browsing, or using the Website in any way, including registering for our mailing list, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Website. These Terms form a binding legal agreement between you and Kinlyst Pty Ltd (ABN to be inserted), an Australian proprietary limited company.

2. DEFINITIONS

In these Terms, unless the context requires otherwise:

ACL means the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth);

Consumer means any individual acquiring goods or services for personal, domestic, or household use;

Content means all text, images, videos, audio, code, and other materials on the Website;

Intellectual Property Rights means all patents, trademarks, service marks, trade names, copyrights, and other intellectual property rights;

Mailing List means our electronic mailing list service for providing newsletters and communications;

Services means all services provided through the Website, including the Mailing List;

We/Us/Our means Kinlyst Pty Ltd and our respective employees, agents, and contractors;

Website means our website and all its pages, content, and services;

You/Your means any person or entity accessing or using the Website.

3. USE OF THE WEBSITE – ACCEPTABLE USE POLICY

3.1 Permitted Use

You may access and use the Website for lawful purposes only. You agree to use the Website in a manner consistent with all applicable laws and regulations.

3.2 Prohibited Conduct

You must not:

- Use the Website for any unlawful purpose or in violation of any laws or regulations;
- Engage in abusive, threatening, harassing, defamatory, obscene, or otherwise objectionable conduct;
- Attempt to gain unauthorized access to the Website or its systems;
- Transmit viruses, malware, or any other harmful code or content;
- Interfere with or disrupt the operation of the Website or servers;
- Scrape, crawl, or otherwise automatically access Content without permission;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity;

- Sell, transfer, or assign your rights or obligations under these Terms;
- Collect or store personal data of other users without consent;
- Engage in any form of spam, unsolicited communications, or commercial activity without permission.

3.3 Monitoring and Enforcement

We reserve the right to monitor your use of the Website and may suspend or terminate your access if we reasonably believe you have violated these Terms.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership

All Content on the Website, including text, graphics, logos, images, audio, video, and software, is the property of Kinlyst Pty Ltd or our licensors and is protected by Australian copyright law, international copyright treaties, and other intellectual property laws. You acknowledge that you do not acquire any ownership rights in the Content by accessing the Website.

4.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to view and download Content for your personal, non-commercial use only. This license does not permit you to:

- Reproduce, distribute, or transmit Content without our written permission;
- Modify, translate, adapt, or create derivative works from the Content;
- Use Content for any commercial purpose;
- Remove or alter any proprietary notices, labels, or marks on the Content.

4.3 User-Generated Content

If you submit any Content to the Website (including comments, feedback, or user-generated materials), you grant us a non-exclusive, royalty-free, perpetual license to use, reproduce, modify, and distribute such Content. You represent that you own or have the necessary rights to grant this license.

5. USER OBLIGATIONS AND RESPONSIBILITIES

5.1 Accuracy of Information

If you register or provide information to us, you agree to provide accurate, complete, and truthful information. You are responsible for maintaining the confidentiality of any account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

5.2 Your Responsibility

You are solely responsible for your use of the Website and any consequences arising from that use. You agree to comply with all applicable laws and these Terms when using the Website.

6. MAILING LIST TERMS

6.1 Sign-Up and Consent

By signing up for our Mailing List with your email address, you consent to receive communications from us, including newsletters, updates, promotional content, and service announcements. You confirm that the email address provided is accurate and that you are authorized to use that email address. You are responsible for ensuring that email communications do not violate your rights or any third-party rights.

6.2 Content of Communications

Mailing List communications may include, but are not limited to, newsletters, promotional offers, service

updates, and other content we deem relevant. We will make reasonable efforts to ensure that Mailing List content is accurate and valuable; however, we make no guarantees regarding the accuracy, timeliness, or completeness of such content.

6.3 Frequency

The frequency of Mailing List communications may vary. We will notify you of any material changes to the frequency or nature of communications.

6.4 Unsubscribe Rights

You may unsubscribe from the Mailing List at any time by clicking the "Unsubscribe" link in any email communication from us or by contacting us directly using the contact information provided in Section 16. Your unsubscribe request will be processed within a reasonable timeframe, typically within 10 business days. Please note that unsubscribing from the Mailing List does not remove you from transactional or service-related communications.

6.5 Data Protection

Your email address and any personal information collected through the Mailing List will be handled in accordance with our Privacy Policy. For information on how we collect, use, and protect your data, please refer to our Privacy Policy.

7. DISCLAIMER OF WARRANTIES

7.1 "As Is" Basis

The Website and all Content are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. To the fullest extent permitted by the Australian Consumer Law and other applicable laws, we disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy.

7.2 Specific Disclaimers

We do not warrant that:

- The Website will be uninterrupted, error-free, or free from viruses or harmful components;
- Any defects in the Website will be corrected;
- The Content is accurate, complete, or current;
- The Website will meet your specific requirements or expectations;
- Your use of the Website will be secure or private.

8. LIMITATION OF LIABILITY

8.1 Limitation of Damages

To the fullest extent permitted by applicable law, in no event shall Kinlyst Pty Ltd, its directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, even if advised of the possibility of such damages.

8.2 Cap on Liability

Our total cumulative liability to you for any claims arising out of or relating to these Terms, the Website, or the Services shall not exceed the amount you have paid to us in the 12 months preceding the claim, or if you have not made any payments, AUD \$100.

8.3 Exceptions to Limitation

The limitations in this Section 8 do not apply to:

- Your indemnification obligations under Section 8.5;
- Liability for fraud, willful misconduct, or gross negligence;
- Liability that cannot be excluded or limited under the Australian Consumer Law or other applicable laws.

8.4 Allocation of Risk

You acknowledge that the prices, terms, and conditions of these Terms reflect the allocation of risk set forth herein, and that we would not provide the Services without these limitations.

8.5 Indemnification

You agree to indemnify, defend, and hold harmless Kinlyst Pty Ltd, its directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) your use of the Website; (ii) your violation of these Terms; (iii) your violation of any applicable laws or regulations; or (iv) your infringement of any third-party rights.

9. PRIVACY

Your privacy is important to us. Any personal information you provide to us, including through the Mailing List, will be collected, used, and protected in accordance with our Privacy Policy. Please review our Privacy Policy for complete information about our privacy practices, including how we collect, use, disclose, and protect your personal data. Our Privacy Policy is incorporated into these Terms by reference.

10. THIRD-PARTY LINKS

10.1 External Links

The Website may contain links to third-party websites. We are not responsible for the content, accuracy, legality, or practices of third-party websites. Your use of third-party websites is at your own risk and subject to their terms and conditions.

10.2 No Endorsement

The inclusion of any third-party link does not constitute an endorsement, approval, or recommendation of that third party or its products or services.

10.3 Disclaimer of Liability

We are not liable for any loss, damage, or inconvenience arising from your use of third-party websites or reliance on third-party content.

11. TERMINATION

11.1 Termination Rights

We may terminate or suspend your access to the Website or Services at any time, without prior notice or liability, for any reason or no reason, including if we reasonably believe you have violated these Terms or any applicable laws.

11.2 User Termination

You may terminate your use of the Website at any time by ceasing to access the Website. You may also unsubscribe from the Mailing List at any time as described in Section 6.4.

11.3 Effect of Termination

Upon termination, your right to use the Website and Services will cease immediately. Sections that by their nature should survive termination will continue in effect, including but not limited to Sections 4 (Intellectual Property), 7 (Disclaimer), 8 (Limitation of Liability), and 12 (Governing Law).

12. GOVERNING LAW AND JURISDICTION

12.1 Governing Law

These Terms are governed by and construed in accordance with the laws of Australia, specifically the laws of New South Wales (or the relevant state where the company is registered), without regard to its conflict of law principles.

12.2 Jurisdiction and Venue

You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales (or the relevant state) and any courts that may hear appeals from those courts. This submission is made for the benefit of Kinlyst Pty Ltd.

13. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or if such modification is not possible, the provision shall be severed from these Terms. The remaining provisions will continue in full force and effect.

14. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and any other policies or documents referenced herein, constitute the entire agreement between you and Kinlyst Pty Ltd relating to your use of the Website and Services. These Terms supersede all prior negotiations, understandings, and agreements, whether oral or written. If there is any conflict between these Terms and any other policy or document, these Terms shall prevail unless the other document is specifically stated to take precedence.

15. CHANGES TO TERMS

15.1 Right to Modify

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to the Website, and your continued use of the Website following the posting of revised Terms means you accept and agree to the changes.

15.2 Material Changes

If we make material changes to these Terms, we will notify you by email (if you are subscribed to our Mailing List) or by posting a notice on the Website. Your continued use of the Website after such notice constitutes your acceptance of the modified Terms.

16. CONTACT INFORMATION

If you have any questions, concerns, or complaints about these Terms, the Website, or our Services, please contact us at:

Company Name: Kinlyst Pty Ltd

Email Address: hello@kinlyst.com.au

Website: www.kinlyst.com.au

We will endeavor to respond to any inquiries within a reasonable timeframe. If you believe we have breached these Terms or the Australian Consumer Law, you may lodge a complaint with the Australian Competition and Consumer Commission (ACCC) at www.accc.gov.au or contact your state or territory

consumer protection agency.

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