

TERMS AND CONDITIONS

Trade Lumora Pty Ltd

ACN 690 260 390 | ABN 21 690 260 390

Effective Date: 19 May 2026

1. About These Terms

1.1 These Terms and Conditions (**Terms**) govern your access to and use of the services provided by Trade Lumora Pty Ltd (ACN 690 260 390; ABN 21 690 260 390) (**Trade Lumora, TL, we, us or our**), including the Trade Lumora website, web application, telephone order service, and all related services (together, the **Platform**).

1.2 By creating an account, accessing the Platform, or using our services, you agree to be bound by these Terms. If you do not agree, you must not use the Platform.

1.3 Trade Lumora is an Australian proprietary company registered in New South Wales. Our registered office is at Level 1, 1 Burra Place, Shellharbour City Centre NSW 2529.

1.4 Trade Lumora is registered with the Australian Transaction Reports and Analysis Centre (AUSTRAC) as a virtual asset service provider (VASP) under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), as amended by the Anti-Money Laundering and Counter-Terrorism Financing Amendment Act 2024 (Cth) (the AML/CTF Reforms). Trade Lumora does not hold an Australian Financial Services Licence (AFSL). The virtual assets available on our Platform are not financial products for the purposes of the Corporations Act 2001 (Cth).

Important: Nothing on the Platform constitutes financial advice. You should obtain independent financial, taxation, or legal advice before using our services. You acknowledge that you have read and understood our Risk Disclosure Statement, available on the Platform, and accept the risks described in it.

2. Definitions

In these Terms, unless the context otherwise requires:

Account means the account you create with Trade Lumora to access the Platform and use our services.

AML/CTF Laws means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (as amended by the Anti-Money Laundering and Counter-Terrorism Financing Amendment Act 2024 (Cth)), the AML/CTF Rules (as amended or replaced from time to time), the AML/CTF Transitional Rules 2026, and any associated legislative instruments, as amended from time to time.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Business Day means a day that is not a Saturday, Sunday, or public holiday in New South Wales, Australia.

Digital Currency or Cryptocurrency (also referred to as a **Virtual Asset** under the AML/CTF Laws) means a digital representation of value that can be digitally traded or transferred and can be used for payment or investment purposes, as defined in the AML/CTF Laws. For the avoidance of doubt, references to Digital Currency in these Terms are references to virtual assets within the meaning of the AML/CTF Laws.

Entitlements means any additional entitlements arising from Digital Currency held in your Hosted Wallet, including (without limitation) airdrops, hard forks, soft forks, staking rewards, or other distributions.

Fiat Currency means government-issued currency, being Australian Dollars (AUD) unless otherwise specified.

Force Majeure Event means any event beyond Trade Lumora's reasonable control, including (without limitation) natural disasters, pandemics, wars, terrorism, riots, government actions, sanctions, regulatory changes, power failures, internet or telecommunications outages, cyberattacks, blockchain network failures, and acts of God.

Hosted Wallet means the digital currency wallet maintained by Trade Lumora on your behalf within the Platform, the private keys for which are controlled by Trade Lumora.

Loss means any damage, loss, cost, expense, or liability incurred by a person however arising, including those which are prospective or contingent.

Order means a buy or sell order for Digital Currency placed by you through the Platform.

Privacy Policy means our privacy policy, as published on the Platform and amended from time to time.

Quote means a fixed price offered by Trade Lumora in response to your request to buy or sell a specified quantity of a Digital Currency.

Quote Validity Period means the period (typically 30 seconds, or as otherwise displayed at the time of the Quote) during which a Quote remains open for acceptance.

Risk Disclosure Statement means our risk disclosure statement, as published on the Platform and amended from time to time.

Supported Assets means the Digital Currencies listed on the Platform from time to time as being available for trading.

3. Eligibility and Account Registration

3.1 To be eligible to create an Account and use our services, you must:

- (a) be at least 18 years of age;
- (b) be an individual, or a duly authorised representative of a body corporate, trust, or other legal entity;
- (c) not be a resident or citizen of a jurisdiction where our services are prohibited or restricted by applicable law;
- (d) not be listed on any sanctions list maintained by the Australian Government, the United Nations, or any other relevant authority;
- (e) be capable of forming a binding contract under applicable law; and
- (f) provide all information and documentation reasonably requested by Trade Lumora as part of our onboarding and identity verification processes.

3.2 You agree that all information provided during the account registration process and at any time thereafter is true, accurate, current, and complete.

3.3 You are responsible for maintaining the confidentiality of your Account credentials. You must notify us immediately at service@tradelumora.com if you become aware of any unauthorised access to or use of your Account.

3.4 You must not create more than one Account without our prior written consent. We reserve the right to refuse, suspend, or close any Account at our discretion.

4. Identity Verification and AML/CTF Compliance

4.1 Trade Lumora is a registered virtual asset service provider (VASP) and reporting entity under the AML/CTF Laws. Before you can use our services, and on an ongoing basis, we are required to verify your identity and conduct customer due diligence (CDD) in accordance with the AML/CTF Laws and our AML/CTF Program.

4.2 You must provide us with such identification information and documentation as we reasonably require, which may include (without limitation):

- (a) for individual customers: full legal name, date of birth, residential address, a valid government-issued photo identification document, and a selfie liveness check;
- (b) for non-individual customers (such as companies and trusts): entity registration details, identification of directors, beneficial owners, trustees, and settlors, and supporting documentation such as certificates of incorporation, trust deeds, and company extracts;
- (c) source of funds or source of wealth information for customers assessed as higher risk.

4.3 We may verify your identity using electronic verification services (including Document Verification Service (DVS) checks), certified copies of identification documents, or such other means as we consider appropriate.

4.4 We may, at any time, request additional information or documentation to satisfy our ongoing customer due diligence obligations. Failure to comply with such a request may result in the restriction, suspension, or termination of your Account and services.

4.5 We are required to screen customers against sanctions lists and politically exposed person (PEP) databases. If a screening result requires further investigation, we may delay or refuse to process your transactions or maintain your Account.

4.6 You acknowledge that we are prohibited by law from disclosing to you whether a suspicious matter report has been, or will be, filed in relation to your Account or transactions where such disclosure would or could reasonably be expected to prejudice an investigation (the tipping off prohibition under the AML/CTF Laws).

5. Our Role in Transactions

5.1 Trade Lumora acts as principal (not as agent) in all transactions with you. When you accept a Quote, you are entering into a transaction directly with Trade Lumora. Trade Lumora is the counterparty to every buy and sell Order executed on the Platform.

5.2 No transaction will, under any circumstance, create any relationship of partnership, joint venture, employment, or agency between you and Trade Lumora.

5.3 Trade Lumora sources liquidity from third-party liquidity providers in order to facilitate transactions. You acknowledge that Trade Lumora's ability to quote prices and execute transactions is dependent on the availability of liquidity from these providers, and Trade Lumora makes no guarantee as to the continuous availability of liquidity.

6. Our Services

6.1 Trade Lumora operates a **request-for-quote (RFQ)** digital currency brokerage. We display live indicative prices for Supported Assets on the Platform. These indicative prices are for reference only and do not constitute an offer to buy or sell at those prices.

6.2 You may request a Quote to buy or sell a specified quantity of a Supported Asset via:

- (a) the Platform (web application); or
- (b) telephone, by contacting our trading desk.

6.3 Upon receiving your request, Trade Lumora will provide you with a Quote, which is a fixed price at which we are willing to transact. The Quote will remain valid for the Quote Validity Period (typically 30 seconds) as displayed at the time the Quote is given.

6.4 If you accept the Quote within the Quote Validity Period, a binding transaction is formed at the quoted price, subject to these Terms. If you do not accept within the Quote Validity Period, the Quote will expire automatically and no transaction will be formed.

6.5 For telephone orders, acceptance of a Quote will be confirmed verbally. Telephone conversations may be recorded for quality assurance, training, compliance, and dispute resolution purposes. By placing a telephone order, you consent to such recording.

6.6 Trade Lumora reserves the right to decline any Quote request or refuse to execute any Order at its sole discretion, including (without limitation) where:

- (a) we are unable to obtain pricing from our liquidity providers;
- (b) market conditions are volatile or disorderly;
- (c) executing the Order would cause us to breach any applicable law, regulation, or internal policy;
- (d) we have concerns about the identity, conduct, or compliance status of the customer; or
- (e) system or technical issues prevent execution.

7. Hosted Wallets, Custody and Asset Handling

Custody

7.1 When you purchase Digital Currency through the Platform, the purchased assets will be credited to a Hosted Wallet maintained by Trade Lumora on your behalf. Trade Lumora retains control of the private keys associated with all Hosted Wallets.

7.2 Digital Currency held in your Hosted Wallet is held by Trade Lumora as custodian on your behalf. You retain beneficial ownership of the Digital Currency credited to your Hosted Wallet, subject to any applicable set-off, lien, or security interest in favour of Trade Lumora under these Terms.

Asset Handling Authorisation

7.3 By using the Platform, you acknowledge and agree that Trade Lumora is authorised by you to do anything Trade Lumora considers reasonably necessary or appropriate to provide the services to you, to mitigate any loss incurred in the provision of the services, or to comply with applicable laws. Without limiting the generality of the foregoing, this authorisation includes:

- (a) holding your Digital Currency in Hosted Wallets, including in hot wallets, cold wallets, or a combination;
- (b) moving your Digital Currency between wallets, including to and from third-party custodians, liquidity providers, or external platforms, as Trade Lumora considers necessary for operational, security, or liquidity purposes;
- (c) aggregating your Digital Currency with Digital Currency held on behalf of other customers to facilitate bulk transactions, transfers, or platform operations;
- (d) taking any other action that Trade Lumora deems reasonably necessary in connection with providing the services to you.

7.4 Trade Lumora will maintain records to identify the Digital Currency attributable to each customer at all times, notwithstanding any aggregation or commingling of assets.

Restrictions on Use of Customer Assets

7.5 Trade Lumora will not:

- (a) lend your Digital Currency or Fiat Currency to any third party;
- (b) use your Digital Currency or Fiat Currency for Trade Lumora's own corporate operational expenses; or
- (c) stake, hypothecate, or otherwise encumber your Digital Currency for Trade Lumora's own benefit,

except as expressly authorised by you or as required by law or a valid court order.

Security

7.6 Trade Lumora will use reasonable endeavours to safeguard Digital Currency held in Hosted Wallets, including the implementation of appropriate security measures. However, you acknowledge and accept the inherent risks associated with the custody of Digital Currency, including (without limitation) the risks of hacking, technical failure, and loss of private keys.

7.7 Trade Lumora does not guarantee the safety or security of Digital Currency held in Hosted Wallets. To the maximum extent permitted by law, Trade Lumora is not liable for any loss of, or damage to, Digital Currency held in your Hosted Wallet, except to the extent caused by our gross negligence or wilful misconduct.

Fiat Currency

7.8 Fiat Currency deposited to your Account will be held by Trade Lumora (or a third-party payment service provider engaged by Trade Lumora) pending use in a transaction. Fiat Currency held by Trade Lumora on your behalf is not protected by any government deposit guarantee scheme.

8. Deposits and Withdrawals

8.1 You may fund your Account using any of the following methods (as available from time to time):

- (a) bank transfer (including PayID);
- (b) credit or debit card; and
- (c) deposit of Digital Currency to your Hosted Wallet.

8.2 All Fiat Currency deposits and withdrawals will be denominated in Australian Dollars (AUD).

8.3 Withdrawal requests will be processed in accordance with our standard processing times, which may vary depending on the method of withdrawal, the amount, and any applicable compliance checks.

8.4 Trade Lumora reserves the right to delay, suspend, or refuse to process any deposit or withdrawal where we reasonably believe it is necessary to comply with applicable law, including the AML/CTF Laws, or where we suspect fraudulent or suspicious activity.

8.5 Deposits and withdrawals must be made to or from accounts or wallets held in your own name (or the name of the entity for which you are an authorised representative). Third-party deposits and withdrawals are not permitted.

Travel Rule

8.5A In accordance with the travel rule obligations under the AML/CTF Laws, Trade Lumora is required to collect, verify, and transmit originator and beneficiary information in connection with transfers of Digital Currency. You agree to provide all information reasonably requested by Trade Lumora to enable compliance with the travel rule, including (without limitation) the name and account details of any beneficiary or originator. Trade Lumora may delay, suspend, or refuse to process a transfer of Digital Currency if it is unable to obtain the required travel rule information.

Deposit and Withdrawal Limits

8.6 All deposits and withdrawals of assets are subject to such limits as may be displayed on the Platform from time to time, as determined by Trade Lumora in its sole discretion. Trade Lumora reserves the right to impose, vary, or remove deposit and withdrawal limits at any time, including on a per-customer basis, without prior notice.

8.7 Payments made above the thresholds stated on the Platform may be held for increased durations, including to allow us to comply with our obligations under the AML/CTF Laws and applicable law.

9. Fees and Charges

9.1 Trade Lumora's primary revenue is derived from the spread between the buy and sell prices quoted to you. The spread is incorporated into the Quote provided to you.

9.2 Trade Lumora may also charge additional fees, including (without limitation):

- (a) withdrawal fees for the withdrawal of Digital Currency from your Hosted Wallet, including fees for the withdrawal of unsupported assets; and
- (b) any other fees as published on the Platform from time to time.

9.3 Any applicable fees will be disclosed to you before you confirm a transaction or withdrawal. By confirming the transaction or withdrawal, you agree to pay the applicable fees.

9.4 You are responsible for any network or "gas" fees charged by the relevant blockchain network in connection with deposits or withdrawals of Digital Currency. These fees are not set by Trade Lumora and are outside our control.

9.5 Trade Lumora may change its fee schedule from time to time at its discretion, with not less than seven (7) days' notice published on the Platform. Changes to fees will apply to services provided from the expiry of the notice period.

10. Supported Assets and Delisting

10.1 The list of Supported Assets is published on the Platform and may change from time to time at Trade Lumora's sole discretion.

10.2 Trade Lumora does not support anonymity-enhanced cryptocurrencies (AECs) or "privacy coins."

Delisting

10.3 Trade Lumora reserves the right to add, remove, or terminate support for any Digital Currency on the Platform at its sole discretion and for any reason, including (without limitation) where:

- (a) a liquidity provider ceases to support the Digital Currency or its network;
- (b) the Digital Currency presents regulatory, compliance, or legal risk;
- (c) the Digital Currency's network shows instability, vulnerability to attack, or smart contract weakness;
- (d) there is evidence of unethical, fraudulent, or negligent conduct associated with the Digital Currency; or
- (e) for any other reason Trade Lumora considers appropriate.

10.4 Where commercially practicable, Trade Lumora will:

- (a) display a notice on the Platform identifying the Digital Currency to be delisted; and
- (b) notify each affected customer by email.

10.5 If Trade Lumora removes a Supported Asset from the Platform, any outstanding Orders in relation to that asset will be cancelled. You will be given a reasonable period (as determined by Trade Lumora having regard to the circumstances) to either:

- (a) withdraw the affected Digital Currency from your Hosted Wallet to an external wallet; or
- (b) sell the affected Digital Currency for Fiat Currency on the Platform (where a market remains available).

10.6 After the expiry of the period referred to in clause 10.5, Trade Lumora may, at its sole discretion, liquidate any remaining holdings of the delisted Digital Currency at the then-prevailing market rate and credit the net proceeds (after applicable fees and charges) to your Account as Fiat Currency. The delisted Digital Currency will thereafter appear in your Account in a dormant, non-tradable state until liquidated or withdrawn.

10.7 Trade Lumora reserves the right to delist a Digital Currency without prior notice where immediate action is required to comply with applicable law or to protect the interests of customers.

11. Entitlements

11.1 Some Digital Currencies held in your Hosted Wallet may give rise to Entitlements, including (without limitation) airdrops, hard forks, soft forks, staking rewards, or other distributions.

11.2 While Trade Lumora will use reasonable efforts to support Entitlements where it is commercially and technically practicable to do so, Trade Lumora does not guarantee or provide any warranty that it will support any particular Entitlement.

11.3 Trade Lumora may, at its sole discretion, determine whether to support an Entitlement, having regard to factors including technical feasibility, security considerations, regulatory implications, and the costs of supporting the Entitlement.

11.4 Where Trade Lumora elects to support an Entitlement, the relevant assets or benefits will be credited to your Account in accordance with procedures determined by Trade Lumora. Trade Lumora may charge fees in connection with the processing or distribution of Entitlements, as notified on the Platform from time to time.

11.5 To the maximum extent permitted by law, Trade Lumora is not liable for any Loss arising from its decision not to support an Entitlement or any delay in distributing an Entitlement.

12. Platform Errors and Clawback

12.1 In the event that you have received, acquired, or accumulated any Digital Currency, Fiat Currency, or other assets due to a platform error, software glitch, pricing error, or exploitation of a system loophole, Trade Lumora reserves the right to take reasonable corrective action, including (without limitation):

- (a) restricting access to your Account;
- (b) reversing or unwinding the relevant transaction(s);
- (c) deducting the relevant assets from your Account; and
- (d) recovering any assets that were incorrectly credited.

12.2 Trade Lumora will notify you if such an error has occurred and will use reasonable endeavours to resolve the matter promptly.

12.3 You agree to cooperate with Trade Lumora in relation to the correction of any error and to return any assets that were received by you as a result of an error. You must not knowingly exploit or take advantage of any platform error, glitch, or loophole.

13. Risks

13.1 You acknowledge and warrant that you have read our Risk Disclosure Statement, available on the Platform, and accept the risks described in it. You accept that trading Digital Currency involves risk, and Digital Currency may be subject to extreme price volatility. Digital Currency is a complex, volatile, and high-risk asset class that may not be suitable for all customers.

13.2 Digital Currency is volatile and high-risk. The value of Digital Currency can fluctuate significantly and rapidly. You may lose some or all of the value of your Digital Currency. Past performance is not indicative of future results.

13.3 Without limiting the generality of clauses 13.1 and 13.2, you acknowledge and accept the following risks:

- (a) the price of Digital Currency may be subject to significant and sudden changes due to market conditions, regulatory developments, technological events, or other factors;
- (b) the regulatory environment for Digital Currency in Australia and internationally is evolving and may change in ways that adversely affect the value, use, transfer, exchange, or storage of Digital Currency;
- (c) Digital Currency transactions are generally irreversible once confirmed on the relevant blockchain; if you send Digital Currency to the wrong address, it may be permanently lost;
- (d) blockchain networks may be subject to forks, which could materially affect the value, function, or availability of Digital Currency;
- (a) Digital Currency platforms and wallets are targets for cyberattacks; despite security measures, there is a risk of hacking, unauthorised access, or other security breaches;
- (b) Digital Currency may not be legal tender in any jurisdiction, and there is no guarantee that any Digital Currency will maintain its value or be exchangeable for Fiat Currency; and
- (c) Trade Lumora does not provide financial, investment, taxation, or legal advice and is not responsible for any loss you may incur in connection with your trading decisions.

13.4 You should only trade Digital Currency with funds that you can afford to lose entirely. You should consider your own financial situation, objectives, and risk tolerance before using our services.

14. Prohibited Conduct

14.1 You must not use the Platform or our services:

- (a) in connection with any unlawful activity, including money laundering, terrorism financing, fraud, tax evasion, or the purchase or sale of prohibited goods or services;
- (b) to circumvent or attempt to circumvent any applicable law, regulation, sanctions, or embargo;
- (c) to interfere with, disrupt, or attempt to gain unauthorised access to the Platform, its infrastructure, or any other user's Account;
- (d) in a manner that infringes the intellectual property rights or other rights of Trade Lumora or any third party;
- (e) to transmit any virus, malware, or harmful code;
- (f) to provide false, misleading, or fraudulent information; or
- (g) in any manner that we reasonably determine to be abusive, harmful, or in breach of these Terms.

Market Manipulation

14.2 You must not engage in, or attempt to engage in, any form of market manipulation in connection with your use of the Platform, including (without limitation) "pump and dump" schemes, wash trading, spoofing, layering, or any other conduct designed to create a false

or misleading appearance of market activity or to artificially influence the price of any Digital Currency. Where Trade Lumora reasonably suspects that you have engaged in market manipulation, regardless of whether it is prohibited by law, Trade Lumora reserves the right to immediately suspend or close your Account without prior notice. Trade Lumora accepts no liability for any Loss associated with, or any suspension or closure of, your Account in such circumstances.

15. Intellectual Property

15.1 All intellectual property rights in the Platform, including the website, software, logos, trademarks, content, and documentation, are owned by or licensed to Trade Lumora and are protected by Australian and international intellectual property laws.

15.2 We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for the purpose of using our services in accordance with these Terms.

15.3 You must not copy, modify, distribute, sell, or lease any part of the Platform, nor may you reverse-engineer or attempt to extract the source code of the Platform, except as permitted by law.

16. Privacy

16.1 We collect, use, hold, and disclose your personal information in accordance with our Privacy Policy and the Privacy Act 1988 (Cth), including the Australian Privacy Principles (APPs).

16.2 By using the Platform, you consent to the collection and use of your personal information as described in the Privacy Policy.

16.3 Our Privacy Policy is available on the Platform and forms part of these Terms.

17. Suspension, Restriction, and Termination

17.1 Trade Lumora may, at any time and at its sole discretion, suspend, restrict, or terminate your Account and access to the Platform, with or without notice, if:

- (a) you breach any provision of these Terms;
- (b) we are required to do so by law, regulation, or a direction from a regulatory authority (including AUSTRAC or a law enforcement agency);
- (c) we reasonably suspect that your Account is being used in connection with unlawful activity, fraud, market manipulation, or suspicious activity;
- (d) you fail to comply with a request for information or documentation under clause 4;
- (e) you are or become a sanctioned person or entity; or
- (f) we determine, in our reasonable opinion, that continued provision of services to you poses an unacceptable risk.

17.2 You may close your Account at any time by contacting us at service@tradelumora.com. Prior to account closure, you must withdraw all Fiat Currency and Digital Currency from your Account. We may retain records in accordance with our legal obligations.

17.3 Upon termination for any reason:

- (a) all rights granted to you under these Terms will cease immediately;
- (b) you must cease all use of the Platform;
- (c) you will be given a reasonable period to withdraw any Fiat Currency and Digital Currency remaining in your Account, subject to any holds required by law or regulation; and
- (d) any obligations that by their nature should survive termination will survive, including clauses relating to limitation of liability, indemnification, and governing law.

18. Disclaimer and Limitation of Liability

Platform Provided “As Is”

18.1 The Platform and our services are provided on an “as is” and “as available” basis without any warranties of any kind, whether express or implied. To the maximum extent permitted by law and subject to clause 18.3, Trade Lumora does not warrant or guarantee that:

- (a) access to the Platform will be continuous, uninterrupted, timely, or secure;
- (b) the Platform will be free of errors, viruses, bugs, or other harmful components;
- (c) defects will be corrected within any particular timeframe; or
- (d) the information or data available on the Platform (including indicative prices) will be accurate, complete, or current at all times.

Exclusion of Warranties

18.2 Subject to clause 18.3 and to the maximum extent permitted by law, Trade Lumora excludes all warranties, representations, and conditions (whether express, implied, statutory, or otherwise) that are not expressly set out in these Terms.

Australian Consumer Law

18.3 Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred on you by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted, or modified by agreement. If the Australian Consumer Law applies, our liability is limited (to the extent permitted) to the supply of the relevant services again or the payment of the cost of having the services supplied again.

Limitation of Liability

18.4 Subject to clause 18.3, and to the maximum extent permitted by law:

- (a) Trade Lumora’s total aggregate liability to you in connection with these Terms, the Platform, and the services, whether arising in contract, tort (including negligence), equity, under statute, or otherwise, is limited to the total fees paid by you to Trade Lumora in the 12 months immediately preceding the event giving rise to the claim;
- (b) Trade Lumora is not liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of revenue, loss of data, loss of opportunity, or loss of Digital Currency value, regardless of whether such loss was foreseeable; and
- (c) Trade Lumora is not liable for any loss or damage arising from or in connection with:
 - (i) fluctuations in the price or value of Digital Currency; (ii) any delay, suspension, or

failure to execute a transaction; (iii) any act or omission of a third-party service provider, blockchain network, or liquidity provider; (iv) any Force Majeure Event; or (v) your failure to maintain the security of your Account credentials.

Contribution and Mitigation

18.5 Trade Lumora's liability is reduced to the extent that you contributed to the Loss, and is subject to your duty to take reasonable steps to mitigate any Loss.

19. Force Majeure

19.1 If Trade Lumora is prevented from or delayed in performing any of its obligations under these Terms due to a Force Majeure Event, those obligations will be suspended for the duration of the Force Majeure Event, but only to the extent that Trade Lumora is prevented from or delayed in complying with that obligation.

19.2 Trade Lumora will promptly notify you of the occurrence of a Force Majeure Event, the obligations affected, and the expected duration of the event. Trade Lumora will use reasonable endeavours to mitigate the effect of the Force Majeure Event and to resume performance as soon as reasonably practicable.

19.3 This clause does not limit or exclude any rights you may have under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded or limited.

20. Indemnification

20.1 You agree to indemnify and hold harmless Trade Lumora, its directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) your use of the Platform or our services;
- (b) your breach of these Terms;
- (c) your breach of any applicable law or regulation;
- (d) any inaccuracy in the information you provide to us;
- (e) any claim by a third party arising from your conduct; or
- (f) your engagement in market manipulation or exploitation of platform errors,

except to the extent such loss or claim arises from Trade Lumora's fraud, gross negligence, or wilful misconduct.

21. Dispute Resolution

Internal Dispute Resolution

21.1 If you have a complaint or dispute regarding our services, you should first contact us at service@tradelumora.com with details of your complaint.

21.2 We will acknowledge receipt of your complaint within 5 Business Days and will endeavour to investigate and resolve the complaint within 30 days. If we require additional time, we will notify you and provide reasons for the delay.

21.3 We will provide you with a written response to your complaint, including our reasons for the decision and any proposed resolution.

Escalation

21.4 If you are not satisfied with the outcome of our internal dispute resolution process, you may seek to resolve the dispute through mediation or, if mediation is unsuccessful, through the courts of New South Wales.

21.5 Nothing in this clause prevents either party from seeking urgent interlocutory relief from a court of competent jurisdiction.

22. Governing Law and Jurisdiction

22.1 These Terms are governed by the laws of New South Wales, Australia.

22.2 You irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia, and any courts of appeal from those courts.

23. Amendments

23.1 Trade Lumora may amend these Terms at any time by publishing updated Terms on the Platform. Where we make material changes, we will use reasonable endeavours to notify you (for example, by email to the address associated with your Account or by a notice on the Platform) at least 14 days before the changes take effect.

23.2 We may amend these Terms with immediate effect if required to do so in order to comply with any applicable law.

23.3 Your continued use of the Platform after the updated Terms take effect constitutes your acceptance of the amended Terms. If you do not agree with any amendment, you must cease using the Platform and close your Account.

24. Taxation

24.1 You are solely responsible for determining and meeting your tax obligations in connection with your use of the Platform, including any obligations relating to capital gains tax, goods and services tax, or income tax.

24.2 Trade Lumora does not provide tax advice. You should seek independent professional tax advice regarding the tax implications of buying, selling, holding, or transferring Digital Currency.

24.3 Trade Lumora may be required by law to report certain information to the Australian Taxation Office (ATO) or other tax authorities. You consent to such reporting.

25. General Provisions

Entire Agreement

25.1 These Terms, together with the Privacy Policy and the Risk Disclosure Statement, constitute the entire agreement between you and Trade Lumora in relation to the subject matter and supersede all prior agreements, representations, and understandings.

Severability

25.2 If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.

Waiver

25.3 A failure or delay by Trade Lumora in exercising any right, power, or remedy under these Terms does not operate as a waiver of that right, power, or remedy.

Assignment

25.4 You may not assign, transfer, or novate any of your rights or obligations under these Terms without our prior written consent. Trade Lumora may assign, transfer, or novate its rights and obligations under these Terms to a related body corporate or a successor in connection with a merger, acquisition, or sale of substantially all of its assets, upon notice to you.

Notices

25.5 Any notice to Trade Lumora must be sent by email to service@tradelumora.com. Notices to you will be sent to the email address associated with your Account.

No Partnership or Agency

25.6 Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and Trade Lumora.

Third Party Rights

25.7 These Terms do not confer any rights on any person other than the parties to these Terms.

26. Contact Us

If you have any questions about these Terms, please contact us at:

Trade Lumora Pty Ltd

ACN 690 260 390

Email: service@tradelumora.com