



Terms of Use

These Terms and Conditions (“Terms”) apply to PHX Innovations (PHX Innovations) and any other PHX Innovations Website on or accessible via www.Celestialunity.com (collectively, the “Website”) that links to these Terms.

Please read these Terms carefully as they contain important information regarding your legal rights, remedies and obligations with respect to your use of the Website or our services, including but not limited to various limitations, exclusions, and indemnities.

By accessing or using the Website, and the content and services available via the Website, you signify that you have read, understand and agree to be bound by these Terms in all respects with respect to the Website; such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, the Website.

1. Definitions and interpretation

For clarity and comprehension, we have defined certain words used in the Terms and on the Website. Additional definitions are included elsewhere in the Terms.

"Content" means all materials and content, including designs, editorial, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work.

“Registered User” means a User who has registered and created an Account with PHX Innovations to access enhanced features of a Website.



“User” means all users of a Website.

“you” means you as an individual user of a Website.

In these Terms:

- i. the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of these Terms, and
- ii. the word "including", the word "includes" and the phrase "such as", when following a general statement or term (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word "or" between two or more listed matters does not imply an exclusive relationship between the matters being connected.

2. About the Website

The Website provide information about PHX Innovations, including thought leadership and the services and products we provide. References to “the Website,” include all software, content and features provided within the relevant Website(s). In addition, in these Terms, all references to Website address or URL will also include any successor or replacement Website containing substantially similar information as the referenced Website(s).

The Website offer a range of interactive features, such as access to premium and personalized content, user profiles, reading lists, commenting and other publicly accessible collaborative features. We may add other features from time to time. Certain features are available only to Registered Users. For more information about registration, please see the Registration section of these Terms.



3. PHX Innovations Marketing

PHX Innovations, as management of the Celestial Unity token, shall conduct marketing. Marketing techniques and budget allocation to the Celestial Unity token shall be within PHX innovation's power to allocate funding and appropriate marketing.

4. PHX Innovations Buy-Back Program Guidelines:

4.1. PHX Innovations has implemented a buyback program of CU unity. Like traditional buyback campaigns from companies, we will announce an allocated fund for the buyback program and remain until those funds have been depleted.

4.2. PHX Innovations holds the rights to initiate the sale of the Buy-Back Program above 50% minimum ownership of the Celestial Unity Token. At 90%, it must trigger the sell-off and follow the guidelines in distribution amount.

- a. Sell off 80% of the token back to the market. (10% kept by PHX Innovations)
- b. The foundation pool and high-risk pools will remain untouched and not be sold off during this transaction period.
- c. PHX Innovations cannot initiate a dissolution of the Celestial unity to sell its stake pools
- d. PHX Innovations buys the token directly from the market
- e. The funds allocated from sell-off will be subject to Tax as a company falls under regulations and legislation. After-Tax the funds will be split into two categories.
 1. 90% will be allocated to increase the Community pools
 2. 10% will be allocated to PHX Innovations growth

4.3. The funds accumulated via the ____% of holdings from the redistribution are allocated to PHX Innovation.



5. Celestial Unity Rebuy Program

- 5.1. PHX Innovations has allocated 10% of total supply to a Celestial unity rebuy program and will use the accumulation of funds from the 10% to buy back each week to increase its shares to a total of 20%.
- 5.2. PHX Innovations will always keep 10% of Celestial unity rebuy program and only sell off 10% once it has reached 20% total shares back to its original 10%.
- 5.3. This rebuy program is triggered every week.
- 5.4. The Celestial Unity rebuy program will always have its shares of 10% of the Celestial Unity.
- 5.5. The rebuy program is scheduled weekly after the stake pool payout.
- 5.6. The rebuy program sell off program will be announced to the public on the date and time of the 10% sell-off back to its original 10% ownership.
- 5.7. The funds accumulated from the sell-off is 100% allocated to the Stake Pools of Celestial Unity Token

6. PHX Innovations 10% after -tax-profit investment

PHX Innovations will invest 10% of its after-tax profit into the community stake pools of Celestial unity. The purchase date is subject to the company's quarterly, half-yearly, or yearly set up for financials.



PHX Innovations Pty Ltd

ABN : 60653983165

ACN : 653983165

7. Stake Pool Guidelines

7.1. PHX Innovations is committed to following the methodology stipulated in the Celestial Unity Stake Pools.

7.2. To achieve this outcome, we have specifically designed the following program from the start. The main staking pool payout will come from a High APY Stake pool swap at a 70% return to its investors. The remaining 30% of the accumulation of profits is then reinvested into the stake pool.

8. Informational purposes only

The Website and content available within them is for informational purposes only. Neither the Website nor the content available within them constitutes professional advice, and neither should be relied upon by you or any third party, including for example to operate or promote your business, secure financing or capital in any form, obtain any regulatory or governmental approvals, or otherwise to procure services or other benefits from any entity. Before making any decision or taking any action, you should consult with professional advisers.



9. Changes to and availability of the Website

The Website is made available on an “as is” basis with no representation or warranty with respect to their functionality or availability and with no guarantee that they are complete, accurate, or timely nor any guarantee regarding any results you or others may obtain from their use. Access to all or parts of any of the Website may be suspended at any time without notice.

10. Your responsibilities

10.1. Acceptable conduct: You will use the Website only for lawful purposes. If at any time you become aware of any violation, by any person or entity, of any part of these Terms, you will immediately notify us via this contact form and provide us with assistance, as requested, to stop or remedy such violation.

10.2. Prohibited conduct: In using the Website, you must not do any of the following:

10.2.1. Post, transmit or otherwise make available through the Website any materials that are or may be:

- (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others;
- (b) defamatory, libellous, fraudulent or otherwise tortious;
- (c) obscene, indecent, pornographic or otherwise objectionable; or
- (d) potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment, such as a virus, worm, Trojan horse, Easter Egg, time bomb, spyware or other computer code, file or program (each, a “Virus”).



- 10.3. Post, transmit, or otherwise make available through the Website any material protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- 10.4. Use the Website for any commercial purpose or otherwise use the Website for processing data or other information on behalf of any third party.
- 10.5. Use the Website for any purpose that is fraudulent or otherwise tortious or unlawful.
- 10.6. Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available, including by hacking or defacing any portion of any of the Website; or violate any requirement, procedure or policy of such servers or networks.
- 10.7. Restrict or inhibit any other person from using the Website.
- 10.8. Create or share content without first obtaining any necessary permissions from third parties or otherwise use the Website to post or transmit any information that you do not have the right to provide; that would violate any applicable law or regulation; or that would violate, infringe or misappropriate any third party right or interest.
- 10.9. Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Website except as expressly authorised herein, without PHX Innovations's express prior written consent.
- 10.10. Reverse engineer, decompile or disassemble any portion of any of the Website, except where such restriction is expressly permitted by applicable law.
- 10.11. Remove or alter any copyright, trademark or other proprietary rights notice on the Website or content you access via the Website.
- 10.12. Frame or mirror any portion of the Website, or otherwise incorporate any portion of the Website into any product or service, without PHX Innovations's express prior written consent.
- 10.13. Systematically download and store Website' content. For the avoidance of doubt, caching of the Website is permitted by a service provider acting in the normal course of its business where permitted under applicable law.



10.14. Use any robot, spider, Website search/retrieval application or other manual or automatic device to (a) retrieve, index, “scrape,” “data mine” or otherwise gather content from the Website, (b) reproduce or circumvent the navigational structure or presentation of the Website, or (c) harvest or collect information about users of the Website without PHX Innovations’s express prior written consent.

10.15. If you do not comply with these Terms (or if we have reasonable grounds to suspect or are investigating suspected non-compliance), we may suspend your access to the Website or take any other steps we consider appropriate.

11. Requirements to Use the Website

If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old.

If you are using the Website on behalf of a corporation or other organisation, you represent and warrant that you have the ability to agree to these Terms on behalf of such organisation and all references to "you" throughout these Terms will include such organisation, jointly and severally with you personally.

You represent and warrant that you and/or the organization you are acting on behalf of: (i) are not located, organized, or resident in a country that is subject to an embargo imposed by a government, union, or an intergovernmental organisation, including without limitation the states that has been designated by such parties as a “terrorist supporting” country; (ii) are not listed on any government, union, or intergovernmental organisation list of prohibited or restricted parties; and (iii) are not owned or controlled, directly or indirectly by any party described in clauses (i) and (ii) of this provision. If any applicable law, rule or regulation prohibits you to access the Website, you may not access them. If you nevertheless access or use the Website, you will still be bound to these Terms and shall have all the obligations, responsibilities and liabilities as if you were eligible to do so.



12. Registration

12.1. Features: Certain features of the Website are available only to Registered Users. Current examples include access to premium content, reading lists, and any on-site commenting or collaboration activities. Additional features may be made available to Registered Users over time.

12.2. How to register: To register, you will need to provide certain information about yourself and create a username and password. This combination of information (“Account”) will be your Account as a Registered User.

12.3. Registrations may be accepted, rejected or cancelled by us at any time and for any reason. If your registration is cancelled, you will continue to have access to the Website; however, you will no longer have access to features available only to Registered Users.

13. Responsibilities of Registered Users

If you choose to register with us and become a Registered User, you agree you are solely responsible for your Account and any and all activities that occur under your Account, including all activities of any persons who gain access to your Account with or without your permission. In becoming a Registered User, you also agree to:

- a. provide true, current, accurate and complete information about yourself as requested by us from time to time and notify us promptly of any changes to your information so that your Account information is current, complete and accurate;
- b. maintain the confidentiality and security of your Account, including your username and password;
- c. notify us immediately of any unauthorised use of your Account, Account password, or service provided through your Account, as well as any breach of security with respect to your Account, Account password, or service provided through it; and
- d. assist us, if and as we request, to stop or remedy any breach of security related to your Account.



14. Privacy of Registered Users

Our Privacy statement explains how we protect and use your personal information; the Registered User section of the Privacy statement explains additional information we collect and additional uses of information about Registered Users.

15. Termination

We may, in our sole discretion, suspend, restrict or terminate your use of the Website (including your Account, if you are a Registered User), effective at any time, without notice to you, for any reason, including because the operation or efficiency of the Website or our or any third party's equipment or network is impaired by your use of the Website; we have received a third party complaint which relates to your use or misuse of the Website; or you have been or are in breach of any term or condition of these Terms. We will have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your access to the Website.

16. Intellectual property

16.1. Our Content

Except where expressly stated otherwise, all right, title, and interest in and to the Website and all Content, source code, processes, designs, technologies, URLs, domain names, marks, and logos forming any part of the Website (collectively, "Our Content") are (a) fully vested in us, our licensors, or our suppliers and (b) protected by applicable copyrights, trademarks, patents, trade secrets, database rights, or other proprietary rights and laws.



You agree that access and use of Our Content is subject to these Terms, including the disclaimers and limitations of liability herein. Nothing in your use of the Website or these Terms grants you any right, title or interest in or to Our Content except the limited right to use the Website as set out in these Terms. Unless otherwise expressly authorised by us in writing, you agree not to copy, modify, deep link, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in Our Content; remove any proprietary notices or labels on or in Our Content; or allow any other person or entity to engage in any of the foregoing.

16.2. Your Content

The Website may contain functionality that permits you to comment on articles; share materials; provide ideas, proposals, suggestions (“Feedback”); or otherwise make available certain materials through or in connection with your use of the Website (collectively, “Submissions”).

If you choose to make publicly available any of your personal information or other information through the Website (for example through posting a comment or other form of Submission), you do so at your own risk.

You will also comply with all relevant requirements set out in these Terms when making a Submission.

You acknowledge and agree that your Submissions are not confidential; that your provision of Submissions is gratuitous, unsolicited and without restriction; and that the provision of any Submission does not place PHX Innovations under any fiduciary or other obligation.

We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the site; however, we have no control over and are not responsible for any use or misuse (including any distribution) by any third party of Submissions. If and when we do monitor your use of one or more of the Website, we will do so in accordance with applicable law.

You represent and warrant that you have all rights necessary to grant the licenses referred to in these Terms. You further represent and warrant that your Submissions are (a) complete and accurate and (b) are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party. You irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.



17. Ownership

We do not claim ownership of your Submissions; however, you agree that by posting, uploading, inputting, providing, submitting, entering, or otherwise transmitting your Submissions to us or any third party using the Website:

- i. You have thereby granted us a royalty-free, non-exclusive, worldwide, fully paid-up, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform, and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyse, exploit and practice any comment or Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials);
- ii. You confirm, represent and warrant to us that you have all rights, titles and interests, as well as the power and authority necessary, to grant the license to your Submissions set out above;
- iii. You acknowledge and agree that the technical processing and transmission of the Website, including your Submissions, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices, and that your Submissions may be subject to "caching" or other technical processing or transmission policies and procedures by us or at intermediate locations on the Internet.

18. Deletion

If you request to have your Account deleted to which your Submissions are connected, you acknowledge and agree that we may retain a copy or copies of same for legal, compliance and regulatory purposes, subject always to your license to us, set out above, and to our Privacy statement.



19. Compliance and Complaints

19.1. You agree that we may, without notice or liability, if we choose to do so (which we may decide at any time to do without assuming any obligation to do so), disclose to third parties any of your information or your Submissions; monitor use of the Website; and monitor, review, and retain your Submissions if we believe in good faith that such activity is reasonably necessary to provide the Website to customers, monitor adherence to or enforce these Terms, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect us or others.

19.2. If we receive a complaint relating to your use of the Website, you acknowledge and agree that we may, in our sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate any service involved, and/or remove your Submissions from our servers.

20. Third-Party Content

20.1. The Website may contain links to website and other materials made available by third parties (collectively, "Third Party Content"). If you use such functionality, you are directing us to access, route and transmit to you the applicable Third Party Content.

Third Party Content may be protected by applicable copyrights, database rights, trademarks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Website or these Terms grants you any right, title or interest in or to this Third Party Content except for the limited right to use the Website as set out in these Terms.

20.2. We neither control nor endorse, nor are responsible for, any Third Party Content and we make no representations or warranties with respect to them. The availability of any Third Party Content through the Website does not imply the endorsement of, or affiliation with, any provider of such Website or materials. Your use of any Third Party Content is at your own risk and is subject to any terms, conditions and policies applicable to them (such as terms of service or privacy policies of the providers of the Third Party Content).



21. Trade and Service Marks

You may not use the “PHX Innovations” trade names, trademarks, service marks, logos or designs, or any other mark held by PHX Innovations, in connection with any product or service that is not in any manner that is likely to cause confusion, take unfair advantage or cause detriment. Nothing contained on the Website should be construed as granting any right to use any trade names, trademarks, service marks, logos or designs without the express prior written consent of the owner.

22. Open Source

The Website may include open source components, which are licensed for use and distribution by us under applicable open source licenses. Use of these open source components is governed by and subject to the terms and conditions of the applicable open source license.

23. Intellectual property infringement and other unlawful content

If you believe in good faith that materials made available on the Website infringe your intellectual property rights or are otherwise unlawful, you (or your agent) may send to PHX Innovations a written notice by mail or e-mail, requesting that PHX Innovations remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice against you, you can send a counter-notice to PHX Innovations. Notices and counter-notices must be sent in writing to PHX Innovations’s by e-mail to support@phxinnovations.com or by phone to PHX Innovations’s. We suggest that you consult your legal advisor before filing a notice or counter-notice.

24. Liability and Warranties

24.1. Limitation of Liability

The Website are provided for information purposes only and, to the maximum extent permitted by applicable law, PHX Innovations and the PHX Innovations Parties exclude all liability for any loss or damage of whatever kind and however arising in connection with your use of, or inability to use, the Website and any materials you obtain via the Website save that we do not exclude or limit in any way our



liability to you where it would be unlawful for us to do so (including liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, and for fraud or fraudulent misrepresentation).

You acknowledge and accept that use of the Website is subject to the risks inherent in any connection and transmission on the internet, in particular in relation to security risks and vulnerabilities, technical performance and risk of interruption. Accordingly, neither PHX Innovations nor any PHX Innovations Parties are liable to you in any circumstances for any losses or damages caused by disruption or failure of internet networks or for any interruptions to or restrictions on the accessibility of the Website arising for any reason, including, but not limited to, by reason of a virus, security related vulnerability, or technical or operational failure of any nature.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PHX Innovations PARTIES DISCLAIM ALL LIABILITY AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, GOODWILL, WORK STOPPAGE, SECURITY BREACHES, VIRUSES, COMPUTER FAILURE OR MALFUNCTION, USE, DATA OR OTHER INTANGIBLE LOSSES OR COMMERCIAL DAMAGES, EVEN IF ANY OF SUCH PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH LOSSES, ARISING UNDER OR IN CONNECTION WITH THESE TERMS, THE SITE, THE USE OF OR INABILITY TO USE THE SAME, OR ANY OTHER SUBJECT MATTER HEREOF.

25. Indemnification

To the maximum extent permitted by applicable law, you agree to defend (at the indemnified party's option), indemnify, and hold the PHX Innovations Parties and their insurers harmless from and against any action, proceedings, claims, causes of action, demand, debts, losses, damages, charges, expenses and costs, including reasonable legal costs and/or any amount paid to settle any action or to satisfy a judgement and



expenses of any kind and character whatsoever incurred by us relating to or arising from any content or information posted or transmitted by you using the Website or otherwise arising out of your use of the Website or use of the Website by any third party who is given or gains access to the Website due to your action or inaction. Your indemnification obligation to the PHX Innovations Parties includes but is not limited to any instance where one or more of your Submissions (a) infringes any Third Party Content or other third-party intellectual property rights, or (b) is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful.

25.1. The PHX Innovations Parties have the right at any time to forego the indemnification and assume the defence of any claim. Notwithstanding the foregoing, it is not the intent of the PHX Innovations Parties to affect the rights of the PHX Innovations Parties or their insurers to assume the defence or settlement of any claim against any PHX Innovations Party for which insurance coverage is sought under any applicable insurance policy.

26. Disclaimers and Assumptions of Risk

26.1. PHX Innovations makes no representations or warranties about the Website. The Website and all information provided to you via the Website is provided “as is” and “as available”. To the maximum extent permitted by applicable law, the PHX Innovations Parties disclaim all express, implied, and statutory warranties with respect to the same, including without limitation any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, completeness, non-infringement, non-interference, error-free service, and uninterrupted service. PHX Innovations neither represents nor warrants that the Website, services and content provided through the Website, or software or information downloaded from the Website will be accurate, current, uninterrupted, error-free, omission-free, or free from viruses or other harmful components.

26.2. BY MAKING AVAILABLE THE WEBSITE, PHX INNOVATIONS IS NOT MAKING AN OFFER OF ANY FINANCIAL, TAX, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL SERVICES OR GOODS, AND NONE OF THE INFORMATION PRESENTED ON THE WEBSITE SHOULD BE CONSTRUED AS LEGAL, TAX, ACCOUNTING OR ANY OTHER PROFESSIONAL ADVICE OR SERVICE.



26.3. Some jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. In such circumstances, to the extent that such prohibitions prohibit any exclusions and limitations in these Terms, such exclusions and limitations will not apply to you strictly to the extent necessary to make these Terms consistent with such prohibitions.

27. PHX Innovations Growth & Risk Mitigation

Our primary two tenets are value creation and user security. To this end, our foundational team has decades of combined experience in developing safe, significant returns through proprietary models of equity investing, creating commercial opportunities, and leveraging strategic partnerships from local to global business or government organizations. In PHX's risk mitigation and self-sustainability models of the CU ecosystem, there are exciting albeit proprietary and confidential investment development partnerships currently being developed to ensure that PHX has access to exceptional growth with the ability to further invest in the CU economy. Key to these partnerships are the following:

- a. Equities
 - PHX Innovations 10% after -tax-profit investment PHX Innovations will invest 10% of its after-tax profit into the foundation stake pools of Celestial unity. The purchase date is subject to the company's quarterly, half-yearly, or yearly set up for financials.
 - Commercial & Residential Property Development Opportunities PHX Innovations will look at acquiring hard assets that provide revenue for the business. The planned expansion is in the real estate acquisition for returned income. Further development will look at the purchase of companies and building and construction of real estate for selling. The above will be risk mitigated and appropriately assessed to ensure continued growth; It is within the budget to allocate costs to guarantee that its continuous self-sensibility is achievable.



- ASX200 listed investment Portfolio PHX Innovations will acquire and invest in the ASX market for the top 200 ASX listed companies that will provide returns for the business. The company will change allocation based on the market situation and risk mitigation tactics to ensure the company's continued growth. The investment outside of the 200 ASX listed companies will be evaluated and invested appropriately with risk mitigation tactics. The formulas that the company will follow are kept within the business and not made public.
- Services & Partnerships with Government Organisations, particularly infrastructure development, governance, identity, and not-for-profit services.
- Partnerships & Affiliations with local businesses that meet our tenets, values, and missions.

28. Other legal provisions

28.1. Amendments

We reserve the right to amend these Terms at any time without notice to you, but we will use reasonable efforts to publish each amendment before such amendment becomes effective. We will only amend these Terms if the provisions in the Terms are no longer appropriate or if they are incomplete, and only if the changes are reasonable. The latest, fully-amended version of these Terms will be published on the Website. You are responsible for regularly reviewing the Website to obtain timely notice of such amendments. If you continue to use the Website after the effective date of any amendment, you will be conclusively deemed to have accepted such amended version of these Terms.

28.2. Privacy

The Website has a Privacy statement. You acknowledge that you have read the Privacy statement located on each of the Website, as it may be updated from time to time (the "Privacy statement"). You further acknowledge that, to the extent required under applicable law, by using each such Website you consent to the collection, use, and disclosure by us of your personal information (whether previously collected or to be collected) for the purposes identified therein.



28.3. Our Remedies

Without limiting any of our rights, we may suspend, restrict or terminate your use of the Website (including your Account, if you are a Registered User), effective at any time, without notice to you if the operation or efficiency of the Website or our or any third party's equipment or network is impaired by your use of the Website; we have received a third party complaint which relates to your use or misuse of the Website; you have been or are in breach of any term or condition of these Terms; we are required to do so for legal reasons; or if we have other valid reason to do so . We will have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your access to the Website.

28.4. Enforceability

Your use of the Website, and the content and features accessed through them, constitutes your agreement to these Terms; such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement.

28.5. No implied waiver

If you do not comply with these Terms, and we do not take action immediately, this does not mean we or any of the PHX Innovations Parties are giving up any rights that we/they may have (such as taking action in the future).

28.6. Limitation Period

Any cause of action you may have with respect to these Terms or the Website must be commenced within one year after the claim or cause of action arose, or it will be barred.



28.7. Notices

Any notice, consent, waiver, approval, authorisation or other communication to be delivered in connection with these Terms;

- a. by us to you will be deemed to have been effectively and validly given if delivered or sent to any of the contact particulars then listed in your Account; and
- b. by you to us will be deemed to have been effectively and validly given only if in writing and delivered or submitted via this contact form

28.8. Assignment

We may at any time assign our rights and obligations under these Terms, in whole or in part, without notice to you. You may not assign these Terms without our prior, written consent. These Terms will inure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.

28.9. Relationship

You agree that no joint venture, partnership, fiduciary, employment or agency relationship exists between us and you as a result of these Terms or use of the Website.

29. Applicable Law

The Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them are governed by the law of Australia country. The courts of Australia shall have exclusive jurisdiction over all disputes and claims arising out of or in connection with these Terms.



PHX Innovations Pty Ltd

ABN : 60653983165

ACN : 653983165

Approved By

Signature

Denisz Sipos

Full Name:

Denisz Sipos

Date:

29/09/2021