

# MY BELLA CASA COMMUNITIES PTY LTD

# Terms & Conditions of Access

Registered in Queensland, Australia | ABN: [To be inserted] | mbccinvestor.com

Effective: March 2026 | Version 1.0 | Governing Law: Queensland, Australia

**IMPORTANT NOTICE — PLEASE READ IN FULL BEFORE ACCESSING THIS PLATFORM: By accessing this platform you unconditionally agree to be bound by these Terms. You acknowledge that MBCC accepts NO LIABILITY WHATSOEVER for any loss or damage arising from your access or reliance on platform content. You agree to fully indemnify MBCC against all claims arising from your access or breach of these Terms. If you do not agree, you must cease access immediately.**

## 1. DEFINITIONS

In these Terms: "MBCC" means My Bella Casa Communities Pty Ltd, its officers, directors, employees, agents, related bodies corporate, successors, and assigns, registered in Queensland, Australia. "Platform" means the investor information platform at mbccinvestor.com and all associated materials, documents, data, projections, and communications. "User" means any person or entity accessing the Platform by any means. "Authorised User" means a User granted access by MBCC via a valid, non-transferable access code. "Confidential Information" means all information accessed through the Platform including financial data, projections, pipeline information, client details, business strategies, and investment structures. "Loss" means any loss, damage, cost, liability, claim, proceeding, expense (including legal fees on a full indemnity basis), or consequential loss of any kind whatsoever.

## 2. ACCESS — ELIGIBILITY AND CONDITIONS

2.1 The Platform is strictly restricted to persons who: (a) are **Sophisticated Investors or Wholesale Investors** within the meaning of sections 708 and 761G of the *Corporations Act 2001* (Cth), or equivalent classification under applicable international law; and (b) have been expressly authorised by MBCC via a valid, personal access code. 2.2 By accessing the Platform, the User irrevocably represents and warrants that they satisfy all eligibility criteria, that those representations are true and not misleading, and that they will notify MBCC immediately if eligibility changes. 2.3 Access codes are personal, non-transferable, and must not be shared. Any sharing of access codes constitutes a material breach entitling MBCC to immediately revoke access and pursue all available legal remedies. 2.4 MBCC reserves the right to revoke access at any time, for any reason, without notice and without incurring any liability to the User or any third party.

## 3. NO FINANCIAL ADVICE — INDEPENDENT ADVICE REQUIRED

3.1 All content on the Platform is **general information only** and does not constitute, and must not be treated as: (a) financial product advice (whether general or personal) under the *Corporations Act 2001* (Cth) or any other law; (b) investment, legal, accounting, or tax advice; (c) an offer, invitation, solicitation, or recommendation to acquire any financial product, security, or investment. 3.2 All financial projections, forecasts, return estimates, and pipeline data are **indicative and not guaranteed**. They are based on assumptions that may prove incorrect. No representation is made that any returns will be achieved. Past performance is not indicative of future results. 3.3 **The User must obtain independent professional advice from appropriately licensed advisers before making any investment decision.** MBCC does not hold an Australian Financial Services Licence and does not provide financial services within the meaning of the *Corporations Act 2001* (Cth).

## 4. COMPLETE EXCLUSION OF MBCC LIABILITY

4.1 **TO THE MAXIMUM EXTENT PERMITTED BY LAW, MBCC (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND RELATED BODIES CORPORATE) EXPRESSLY EXCLUDES ALL LIABILITY TO THE USER OR ANY THIRD PARTY FOR ANY LOSS OF ANY KIND WHATSOEVER** arising out of or in connection with: (a) access to, or use of, the Platform or any content thereon; (b) reliance on any information, projection, estimate, or material on the Platform; (c) any investment decision made in connection with the Platform; (d) any inaccuracy, incompleteness, or error in Platform content; (e) any unauthorised access to, or alteration of, the Platform; (f) any failure, interruption, delay, or unavailability of the Platform; (g) any action taken or omitted by a third party in connection with the Platform; whether arising in contract, tort (including negligence), equity, statute, or any other basis, and whether or not MBCC was advised of the possibility of such loss. 4.2 This exclusion extends to all forms of loss including direct loss, indirect loss, consequential loss, loss of profit, loss of opportunity, loss of data, loss of revenue, and business interruption. 4.3 Where any applicable law (including the *Australian Consumer Law*) implies a guarantee, condition, or warranty that cannot be excluded, MBCC's liability for breach of such implied term is **limited to the resupply of the relevant service, or the cost of having the service supplied again**, at MBCC's sole election. 4.4 **The User acknowledges that MBCC has relied on this exclusion as a fundamental basis for providing access to the Platform, and that the exclusion is fair and reasonable having regard to the sophisticated nature of the User and the information-only purpose of the Platform.**

## 5. FULL INDEMNITY BY USER

5.1 The User agrees to **fully indemnify, defend, and keep indemnified** MBCC and each of its officers, directors, employees, agents, related bodies corporate, successors, and assigns (each an "Indemnified Party") from and against any and all Loss suffered or incurred by any Indemnified Party arising out of or in connection with: (a) the User's access to or use of the Platform; (b) any breach of these Terms by the User, including breach of the confidentiality, eligibility, or intellectual property provisions; (c) any misrepresentation made by the User, including as to investor eligibility or identity; (d) any claim by a third party arising from the User's disclosure, copying, or use of Confidential Information; (e) any investment decision made by the User in connection with Platform content; (f) any violation of applicable law by the User, including securities, financial services, or data protection law in any jurisdiction; (g) any unauthorised sharing of access credentials or Platform materials; and (h) any act or omission of the User, or their agents or representatives, in connection with the Platform. 5.2 The indemnity in clause 5.1: (a) is a continuing obligation separate from and independent of any other obligation of the User; (b) survives termination of access and these Terms; (c) applies regardless of whether MBCC contributed to the relevant loss by act or omission; (d) is not limited to the value of any investment made or considered; and (e) includes legal costs on a full indemnity (solicitor-client) basis. 5.3 MBCC may, at its option, assume control of the defence of any claim to which this indemnity applies, at the User's cost, without prejudice to MBCC's right to be indemnified.

## 6. CONFIDENTIALITY

6.1 All Confidential Information is provided on a strictly confidential basis. The User must: (a) hold all Confidential Information in strictest confidence; (b) not disclose, copy, publish, distribute, or transmit Confidential Information to any person without prior written consent of MBCC; (c) use Confidential Information solely to evaluate a potential direct investment in MBCC; (d) immediately notify MBCC upon becoming aware of any actual or threatened unauthorised disclosure or breach. 6.2 The User acknowledges that: (a) breach of this clause will cause MBCC irreparable harm for which monetary damages alone are an inadequate remedy; and (b) MBCC is entitled, without notice, bond, or proof of actual damage, to seek injunctive relief, an account of profits, and all other equitable and legal remedies in any court of competent jurisdiction. 6.3 These obligations survive termination of access for a period of **five (5) years** from the date of last access, and indefinitely in respect of information constituting trade secrets or proprietary methodologies. 6.4 Breach of this clause independently triggers the User's indemnity obligations under clause 5.

## 7. INTELLECTUAL PROPERTY

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7.1 All content on the Platform — including text, data, projections, financial models, design libraries, business methodologies, logos, graphics, and software — is the property of MBCC or its licensors and is protected under the *Copyright Act 1968* (Cth) and applicable international intellectual property treaties. 7.2 No licence, right, title, or interest in any intellectual property is granted to any User by these Terms or by access to the Platform. 7.3 Any unauthorised use, reproduction, modification, or distribution of Platform content constitutes infringement entitling MBCC to damages, account of profits, injunctive relief, and all other remedies available at law or equity. 7.4 Users must not remove, obscure, or alter any proprietary notices, watermarks, or disclaimers.

## 8. INTERNATIONAL USERS

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8.1 The Platform is operated from Queensland, Australia. International Users access the Platform entirely at their own risk and initiative. 8.2 It is the sole responsibility of each international User to: (a) ensure their access to and use of the Platform complies with all laws of their home jurisdiction, including securities laws, financial promotion rules, and investor eligibility requirements; (b) obtain any required local regulatory consent or clearance before accessing or acting on Platform content; (c) ensure they are not subject to any restriction, prohibition, or sanction that prevents lawful access to the Platform. 8.3 MBCC makes no representation that the Platform or its content is appropriate, lawful, or compliant in any jurisdiction other than Australia. The inclusion of international access does not constitute a public offering of securities in any jurisdiction. 8.4 MBCC accepts no liability whatsoever for any User's failure to comply with the laws of their jurisdiction, and the User's indemnity under clause 5 expressly extends to any Loss arising from such non-compliance.

## 9. PRIVACY

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The collection and handling of personal information is governed by MBCC's Privacy Policy, available on the Platform and incorporated into these Terms by reference. By accessing the Platform, the User consents to the collection, use, and disclosure of their personal information in accordance with that Policy, the *Privacy Act 1988* (Cth), and applicable international privacy laws.

## 10. FORCE MAJEURE

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MBCC will not be liable for any failure or delay in performing obligations under these Terms caused by circumstances beyond MBCC's reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, cyber-attack, change in law, or failure of third-party infrastructure. This clause does not affect the User's obligations under these Terms.

## 11. VARIATION AND TERMINATION

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11.1 MBCC may amend these Terms at any time by posting a revised version on the Platform. Continued access after amendment constitutes unconditional acceptance of the revised Terms. 11.2 MBCC may terminate or suspend access immediately without notice for any reason at MBCC's absolute discretion, including suspected breach, change in investor eligibility, or commercial decision. 11.3 Termination does not affect accrued rights and obligations, including all indemnity, confidentiality, and intellectual property obligations, which survive indefinitely.

## 12. DISPUTE RESOLUTION

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12.1 The parties agree to attempt good-faith negotiation of any dispute within 14 days of written notice. 12.2 If unresolved, the dispute will be referred to mediation in Brisbane, Queensland, conducted by a mediator agreed by the parties, or appointed by the Queensland Law Society. Costs of mediation are shared equally unless otherwise ordered. 12.3 If mediation fails within 30 days, either party may commence proceedings in the courts of Queensland, Australia. 12.4 **Nothing in this clause limits MBCC's right to seek urgent injunctive or interlocutory relief from any court of competent jurisdiction, at any time, without prior notice or mediation.** 12.5 International Users irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia, and agree that any judgment of those courts may be enforced in their home jurisdiction.

## 13. GOVERNING LAW AND JURISDICTION

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These Terms are governed by the laws of Queensland, Australia. Each User irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia (and any courts of appeal from them), for all disputes arising out of or in connection with these Terms or the Platform.

## 14. GENERAL

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**Entire Agreement:** These Terms (with the Privacy Policy) constitute the entire agreement regarding Platform access and supersede all prior representations. **Severability:** If any provision is void or unenforceable, it is severed to the minimum extent necessary; remaining provisions continue in full force. **Waiver:** Failure to enforce any right is not a waiver. **No Assignment:** Users may not assign rights or obligations without MBCC's prior written consent. MBCC may assign freely. **Relationship:** Nothing in these Terms creates any partnership, joint venture, agency, or employment relationship. **Electronic Acceptance:** Accessing the Platform constitutes a legally binding agreement to these Terms.