



WOLFDEN TERMS OF SERVICE

The Wolfden Platform is made available by Wolf Den Services Pty Ltd (ACN 655 943 865) and our affiliated companies (**Wolfden, us, our or we**) to you (**you or your**) subject to these Terms of Service and the Privacy Policy. Please read these Terms of Service carefully before you use the Wolfden Platform. By using the Wolfden Platform, you agree to become bound by these Terms of Service and the Privacy Policy as updated from time to time, whether you are using the Wolfden Platform as a guest or a user with a Wolfden account.

1. Wolfden Platform

- 1.1 The Wolfden Platform is a website and mobile application which allows you to access Wolfden's tipping form guide (**Wolfden AI**) in real time and receive tips in relation to thoroughbred horse racing, greyhound racing, harness racing and other sporting events (**Races**) by purchasing Wolfden's subscription packages and other products. On the Wolfden Platform, users can purchase Membership Packages, subscribe to Wolfden AI and enter Trade Promotions.
- 1.2 Wolfden is not a bookmaking or wagering service. No bets are received by Wolfden.
- 1.3 We provide the Wolfden Platform on an "as is" basis. To the fullest extent permitted by law, we do not make or give any express or implied representations, conditions or warranties in relation to the Wolfden Platform, including that it will operate uninterrupted, be free from defects or viruses or meet your requirements. You acknowledge that the Wolfden Platform may be unavailable for periods of time (scheduled or unscheduled) for maintenance, updates or upgrades and that we do not represent or warrant that the Wolfden Platform will meet any "uptime" or "availability" targets.
- 1.4 All information handled by Wolf Den in connection with your use of the Wolf Den platform and related services, is covered under the Wolf Den Privacy Policy.
- 1.5 Any rule is subject to change without notice and it is the responsibility of the person seeking to rely on the rules to ensure they are making reference to the most recent rules by visiting our website at www.wolfden.win or by contacting us on support@wolfden.win.

2. Account

- 2.1 In order to access the Wolfden Platform, you will need to set up a Wolfden account. If you do not have a Wolfden account, you can create one by downloading the Wolfden mobile application.
- 2.2 You represent and warrant that you are at least 18 years old. If you do not meet these requirements you must not create a Wolfden account or use the Wolfden Platform.
- 2.3 You are responsible for ensuring that your records, in particular address, telephone number, date of birth and payment/bank details – including any credit card expiration details, are kept up to date. In the event that a Client has not kept their records up to date, Wolf Den reserves the right to suspend the account.

2.4 You are responsible for choosing an appropriate username and password for your Wolfden account and for keeping the password secure. You are liable for all charges incurred on your Wolfden account. Wolfden is not liable for any activity or unlawful or unauthorised access of the Wolfden Platform.

3. Den Dollars

- 3.1 You may purchase Den Dollars on the Wolfden Platform on a one-off basis, or at a discount by subscribing to a Membership Package (see clause 4).
- 3.2 Den Dollars will be issued to account when your Membership Package first becomes active.
- 3.3 The price and/or value of Den Dollars is determined by us in our sole discretion. We may amend the price and/or value of Den Dollars in accordance with clause 13.
- 3.4 You may use Den Dollars to purchase Subscriptions and other paid aspects made available by us on the Wolfden Platform.
- 3.5 Once purchased, Den Dollars are non-refundable and cannot be redeemed for Australian dollars.

4. Membership Packages

- 4.1 To become a member, you must:
 - (a) create an account in accordance with clause 2 of this agreement;
 - (b) subscribe to a Membership Package (see clause 4.2); and
 - (c) provide authorisation for us to charge your credit card or debit card the amounts set out at the Point of Purchase on a recurring basis in accordance with clause 8.
- 4.2 Wolfden offers a range of Membership Packages. You may select from any of the following Membership Packages.

Membership Package	Price (GST incl)	Package Contents
Bronze Membership Package	\$30 per week	<ul style="list-style-type: none">• Early access to Wolfden content and tipping analysis.• Access to members-only pack chat.• 245 Den Dollars credited into your account per week.• Entry into any then-current Wolfden Trade Promotions running at the Point of Purchase (subject to the terms and

		conditions of the relevant Trade Promotion).
Silver Membership Package	\$60 per week	<ul style="list-style-type: none"> • Early access to Wolfden content and tipping analysis. • Access to members-only pack chat. • 511 Den Dollars credited into your account per week. • Entry into any then-current Wolfden Trade Promotions running at the Point of Purchase (subject to the terms and conditions of the relevant Trade Promotion).
Gold Membership Package	\$120 per week	<ul style="list-style-type: none"> • Early access to Wolfden content and tipping analysis. • Access to members-only pack chat. • 1066 Den Dollars credited into your account per week. • Entry into any then-current Wolfden Trade Promotions running at the Point of Purchase (subject to the terms and conditions of the relevant Trade Promotion). • T-shirt of your choice from the Wolfden merch store
Diamond Membership Package	\$120,000 per year	<ul style="list-style-type: none"> • Access to Wolfden AI for every thoroughbred horse race for a year • Day at the Den punting with Kings and the team. Includes a day spent at Wolfden's offices, or another location at Wolfden's discretion. Redeemable within 1 year of purchase (or 2 years from the date of purchase if you request to extend this period within the first year of purchase). • Early access to Wolfden content and tipping analysis.

		<ul style="list-style-type: none"> • Access to members-only pack chat and a direct line to the Wolfden team. • One piece of merchandise for every merchandise drop of the year. • Entry into any then-current Wolfden Trade Promotions running at the Point of Purchase (subject to the terms and conditions of the relevant Trade Promotion).
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5. Wolfden AI Subscriptions

- 5.1 You may purchase access to Wolfden AI in respect of particular Races on a recurring basis at the subscription Fee set out on the Point of Purchase. Subscriptions are available as off-the shelf offerings pre-built by Wolfden (**Popular Subscriptions**) or are customisable by you (**Customised Subscriptions**) (together, **Subscriptions**).
- 5.2 Purchasing a Customised Subscription enables you to select the days of the week on which you would receive access, the states in which you would like to receive Wolfden AI guidance, the jurisdiction in which you would receive Wolfden AI guidance (either metro meetings and/or country) and the renewal period for each Subscription (i.e. weekly, monthly, quarterly or yearly).
- 5.3 When you select a Customised Subscription, we will provide you with an estimate subscription Fee based on the method of calculation set out below.
- Estimated number of meetings (i.e. 30 meetings) X Price per meeting (i.e. \$30 per meeting) X 0.8 (20% discount).*
- 5.4 You acknowledge that the number of meetings in any given period is an estimate amount only. The actual Fee chargeable may deviate depending on the actual number of meetings in any given period.
- 5.5 Wolfden does not provide any assurances or guarantees that any of the Races which have been the subject of form guide analysis or tips by Wolfden and/or Wolfden AI have not been cancelled, postponed or otherwise varied. In the event that any such Races are cancelled, postponed or varied, Wolfden accepts no responsibility.

6. Trade Promotions

- 6.1 For any competition or Trade Promotion we operate, additional terms and conditions may apply. If you want to participate in such competitions and/or Trade Promotions, you must agree to the relevant terms and conditions applicable to the competition and/or Trade Promotion. In the case of any inconsistency between such terms and conditions and these Terms of Service, the applicable terms and conditions of the Trade Promotion will prevail.

7. Acceptable use and conduct

- 7.1 When using the Wolfden Platform, you must not take any action or use the Wolfden Platform in any way that might:
- (a) bring Wolfden into disrepute;
 - (b) affect the ability of Wolfden to provide the Wolfden Platform;
 - (c) be illegal or encourage or permit illegal activities;
 - (d) be libellous, misleading or defamatory;
 - (e) breach or circumvent any laws or our policies as published on the Wolfden Platform from time to time; or
 - (f) infringe any third party's rights (including intellectual property rights).
- 7.2 Except as expressly described in these Terms of Service, you must not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any portion of the Wolfden Platform, or access the Wolfden Platform in order to build a product or service which competes with the Wolfden Platform or any other product or service offered by Wolfden from time to time.
- 7.3 We may, at our sole discretion, restrict your access to the Wolfden Platform where reasonably required from time to time.
- 7.4 You agree to indemnify Wolfden in full for any loss, cost or damages suffered by it as a result of your use or misuse of the Wolfden Platform, except to any extent that Wolfden caused such loss, cost or damages.

8. Fees and payment

- 8.1 Certain aspects of the Wolfden Platform may incur a Fee. If you elect to use paid aspects of the Wolfden Platform, you agree to the pricing and payment listed by Wolfden, which we may update from time to time. We may add new services or features, or amend the fees or charges for existing services, at any time, on notice to you, at our sole discretion.
- 8.2 If you purchase any Membership Packages and/or Subscriptions, we will automatically charge Fees for your applicable purchase to the debit or credit card nominated at the applicable frequency set out at the Point of Purchase. We accept Visa, MasterCard and American Express Cards, or such other cards we notify you that we accept.
- 8.3 It is your responsibility to ensure that:
- (a) your debit or credit card details (as applicable) are always valid and up to date;
 - (b) sufficient funds are available each month; and

- (c) the billing address and other necessary information you have provided are always valid and up to date.
- 8.4 All Fees will be billed by us (and therefore charged to your nominated debit card or credit card) weekly in advance. Notwithstanding, we reserve the right to bill you at other intervals and will provide you with reasonable notice prior to processing such billing.
- 8.5 We are not liable for any charges you incur as a result of incorrect payment information. If we incur an expense due to incorrect payment information provided by you, we reserve the right to seek reimbursement from you for such expense.
- 8.6 If we are unable to process your payment:
- (a) you authorise us to reattempt the payment method a maximum of four times over a four-week period;
 - (b) if such reattempts are unsuccessful, we reserve the right to:
 - (i) seek payment from you via an alternative payment method and/or seek to recover the debt through alternative means (either directly, or through a third party) and you will be responsible for all costs and expenses incurred by us in connection with such collection activity, including collection fees, court costs and attorneys' fees;
 - (ii) seek reimbursement for any costs we incur when reattempting payment; and
 - (iii) suspend your use of your account and access to Wolfden Platform until all overdue amounts are paid.
- 8.7 If you believe that there has been an error in charging your nominated debit card or credit card (as applicable), you can contact us to confirm the details of the disputed charge at support@wolfden.win. We will then investigate the matter and advise you in writing whether your debit or credit card (as applicable) has been incorrectly or correctly charged along with any other necessary details. If the parties cannot resolve the matter, you must contact your debit card or credit card provider (as applicable).

9. Cancellation and terminating access to the platform

- 9.1 You may cancel your Membership Packages and/or Subscriptions at any time via your account. Your Membership Packages and/or Subscriptions will be cancelled at the end of the then-current billing period.
- 9.2 We look forward to providing you with access to and use of the Wolfden Platform for so long as you wish to have it. However, there are some circumstances under which your access or use of the Wolfden Platform may be limited or suspended or your Wolfden account may be terminated to protect the security and integrity of the platform and/or to preserve the value of the Wolfden Platform, including if:
- (a) in our reasonable opinion, you may be infringing the rights of third parties (including intellectual property rights);

- (b) you commit a material breach (or your actions are likely to result in a material breach) of these Terms of Service;
- (c) we reasonably consider that your acts or omissions may threaten the security of the Wolfden Platform or any third party, including the distribution of any malicious malware or viruses;
- (d) in our reasonable opinion, you are rude or abusive towards other members of the Wolfden Platform or a member/s of the Wolfden community;
- (e) you use data scraping (or similar automated extraction tools) to extract information from the Wolfden Platform;
- (f) you fail to pay any fees or other charges as and when they are due and payable; or
- (g) in our reasonable opinion, we consider it necessary given your past, current or anticipated behaviour, conduct, acts or omissions.

10. Intellectual property

- 10.1 You acknowledge that all intellectual property rights in the Wolfden Platform belong to Wolfden. You will not acquire any rights to the Wolfden Platform (or the intellectual property rights contained in it) from your use of the Wolfden Platform, other than as expressly described in these Terms of Service.
- 10.2 Subject to your compliance with these Terms of Service, including where applicable, payment of fees owed by you to us, we grant you a limited, non-exclusive, non-transferable licence to view, access and use the Wolfden Platform for such time as it is made available by us strictly in accordance with these Terms of Service.
- 10.3 You acknowledge that you will not infringe on the Wolf Den IP or seek to reproduce or store, copy, change, upload republish or transmit the Wolf Den IP without our prior written consent.
- 10.4 We may make certain features available to you that allow you to generate content on the Wolf Den Platform and Communication Services. You provide Wolf Den a worldwide, non-exclusive, royalty-free, sublicensable, and transferable licence to use, reproduce, distribute, create derivative works of, display and perform the information (including the content) that you upload, submit, store, send, or receive on or through the Wolf Den Platform and the Communication Services. The rights you grant in this license are for the limited purpose of operating and ensuring the functionality of the Wolf Den Platform and the Communication Services (such as to allow us to display your profile picture, status message)
- 10.5 You are prohibited from using the Wolf Den Platform and Communication Services:
- i. for any unlawful purpose.
 - ii. to contravene the intellectual property rights of any third party.
 - iii. to engage in inappropriate conduct, which includes harassment, abusive or threatening behaviour, defamation, discrimination or incitement of violence.

- iv. to do anything which harms, or interferes with, the operation of the Wolf Den Platform or Communication Services, including introducing viruses or other forms of malicious technology or software, spamming, phishing or scraping.
- 10.6 Wolf Den works to protect the safety, security, and integrity of the Wolf Den Platform and Communication Services. This includes appropriately dealing with abusive people and activity violating our Terms and Conditions. We endeavour to take suitable action, including by preventing, restricting or suspending access (in whole or in part) to the Wolf Den Platform or Communication Services, including in line with any legal and regulatory obligations that Wolf Den may have. If appropriate or required by law, we may also issue warnings, ban certain inappropriate conduct or contact the relevant authorities.

11. Collection and use of your data

- 11.1 In order to access the Wolf Den Platform, you may be required to provide information about yourself, such as your name, address and billing details. Our Privacy Policy explains how we treat your personal data and protect your privacy when using our services. Any such information you provide to Wolf Den must always be accurate, correct, up-to-date and comply with our Privacy Policy.
- 11.2 You agree that we can collect and use Usage Data to identify errors in the Wolf Den Platform and monitor usage statistics for further development or implementation of improvements; and/or to compile statistical and performance information. You agree that we can incorporate or use any suggestions, enhancements, recommendations or other feedback received from you (either directly or indirectly) into the Wolf Den Platform or any other Wolf Den goods or services.

12. Limitation of liability

- 12.1 While Wolf Den believes in the accuracy of its form guide, analysis and tips, these are not guarantees, and past results are not an indication of future earnings. You should be aware that betting is a form of gambling which inherently involves a degree of risk. Wolf Den is not responsible for your losses in respect of any losses suffered in connection with Wolf Den AI.
- 12.2 To the maximum extent permitted by law, Wolf Den excludes and will not be liable in contract, tort (including negligence), breach of statutory duty or otherwise for any: indirect or consequential loss; loss of profits; loss of revenue; loss of anticipated savings; loss of business or business opportunity; loss of goodwill; or loss of or corruption to data. Wolf Den's total liability in contract, tort (including negligence), breach of statutory duty or otherwise for any claims arising under or in connection with this agreement is limited to AUD \$500.
- 12.3 Nothing in these Terms of Service will exclude or limit Wolf Den's liability for: death or personal injury caused by the negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited by law.

13. Changes to the Wolf Den Platform or these terms

- 13.1 We aim to continually improve the delivery and content of the Wolf Den Platform and accordingly may make changes to the Wolf Den Platform from time to time. New features may be added, but we may also modify or discontinue (temporarily or permanently) components of the Wolf Den

Platform, in part or in whole. We may occasionally make changes to these Terms of Service and will notify you of material changes via email or notification to your Wolfden account. If Wolfden does make changes to these Terms of Service, all changes will go into effect at the time we post the updated Terms of Service on our website and mobile application. Your continued use of the Wolfden Platform will be taken to be acceptance of any amended Terms of Service.

14. General

- 14.1 These Terms of Service are governed by the laws of New South Wales, Australia and any dispute will be heard by the courts in New South Wales, Australia.
- 14.2 You may not assign your rights under these Terms of Service and any attempted assignment will be void from the beginning.
- 14.3 Failure by Wolfden to enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 14.4 If any part of these Terms of Service is held invalid or unenforceable, that part will be construed to reflect the parties' original intent or be severed from the agreement and the remaining portions will remain in full force and effect.
- 14.5 The terms of these Terms of Service reflect the entire agreement between the parties with respect of the subject matter.
- 14.6 Any notices should be sent by registered by post to Wolfden, Strategic Wealth Management Pty Ltd, Suite 234, 7-11 The Avenue, Hurstville NSW 2220.

15. Definitions

- 15.1 Unless context otherwise requires:
 - (a) **Customised Subscription** has the meaning given to it at clause 5.1.
 - (b) **Den Dollars** means Wolfden's virtual currency which users can purchase and use in the Wolfden platform.
 - (c) **Fees** means the fees payable for the Den Dollars, Membership Packages and/or Subscriptions, as set out at the point of purchase and/or varied in accordance with these Terms of Service.
 - (d) **Membership Packages** means the categories of subscriptions available for purchase as set out at clause 4.
 - (e) **Point of Purchase** means the point at which you subscribe to, and purchase, the Den Dollars, Membership Packages and/or Subscriptions including via our website.
 - (f) **Popular Subscription** has the meaning given to it at clause 5.1.

- (g) **Privacy Policy** means Wolfden's privacy policy (as updated from time to time) which can be found here: www.wolfden.win/privacy-policy-2/.
- (h) **Race** has the meaning given to that term at clause 1.1.
- (i) **Terms of Service** means the terms and conditions set out in these terms of service (as updated from time to time).
- (j) **Trade Promotion** means the prize draws operated by Wolfden on a monthly basis (or other frequency determined by Wolfden) which users choose to enter (subject to the applicable Trade Promotion terms).
- (k) **Usage Data** means data and information relating to or arising from your use of the Wolfden Platform, including data regarding the duration, consistency and manner of your access or use of the Wolfden Platform.
- (l) **Wolfden AI** means Wolfden's form guide product which users can purchase access to in respect of Races.
- (m) **Wolfden Platform** means the website located at www.wolfden.win (or such other location as notified by Wolfden) and mobile application.
- (n) **Subscription** has the meaning given to it as clause 5.1.