

JAMS TERMS OF SERVICE

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These Terms of Service ("Terms") govern access to and use of the JAMS – Jewelry Asset Management System platform, software, applications, websites, services, modules, integrations, hardware-related services and associated products ("JAMS" or the "Service"). JAMS is operated and provided by: Green ways Pty Ltd ACN 668 080 108 General and Support Email: info@rezaco.au JAMS Legal Email: jams@rezaco.au Website: rezaco.au JAMS Website: rezaco.au/Jams In these Terms, "JAMS", "we", "us" and "our" refer to Green ways Pty Ltd as the provider of JAMS. "Client", "you" and "your" refer to the business, organisation or other entity that subscribes to, purchases or uses JAMS. "Authorised User" means an owner, administrator, employee, staff member, data- entry user or other person authorised by a Client to access its JAMS environment. By creating a JAMS account, expressly accepting these Terms, purchasing or subscribing to JAMS, or continuing to use the Service where renewed acceptance is required, the Client agrees to these Terms.

1. PURPOSE OF JAMS

JAMS is a technology platform designed to assist jewellery businesses and other authorised users with functions that may include:

- product and asset management;
- inventory management;
- product registration;
- RFID and other identification technologies;
- inventory scanning and reconciliation;
- sales and transaction records;
- product transfers;
- reporting;
- invoicing;
- business and financial analytics;
- staff and user management;
- security-related monitoring;
- customer information management;
- compliance record management;
- artificial intelligence and automated insights;
- multi-store management;
- marketing and sales-support functionality;
- central product listing and promotional functionality where enabled by the Client;
- integration with supported hardware and third-party services; and
- other functionality introduced by JAMS from time to time. The precise functions available to a Client may depend on the Client's subscription, selected modules, hardware, configuration, permissions, country, location and service arrangement.

2. BUSINESS USE

JAMS is primarily intended for legitimate commercial and business use. The Client is responsible for determining whether JAMS is suitable for its particular business, operational, technical, accounting, taxation, security and regulatory requirements. JAMS is a technology and management platform and does not replace professional legal, financial, accounting, taxation, insurance, security or regulatory advice.

3. CLIENT ACCOUNTS

The Client may be required to create an account and nominate one or more authorised administrators. The Client is responsible for ensuring that:

- account information is accurate and current;
- login credentials are kept secure;
- access is provided only to authorised personnel;
- users are assigned appropriate permissions;
- former employees or unauthorised users have their access promptly removed;
- devices used to access JAMS are reasonably secured; and
- suspected unauthorised access is reported to JAMS as soon as reasonably practicable. Actions performed through an authorised Client account may be treated as actions undertaken on behalf of that Client unless JAMS has been informed that the account has been compromised.

4. AUTHORISED USERS AND ACCESS LEVELS

JAMS may support different roles and permissions, including owner, administrator, staff, data-entry and other user types. The Client controls which individuals are authorised to access its account, subject to JAMS security and system controls. Users must not attempt to obtain privileges or access beyond those assigned to them. A user associated with one Client must not attempt to access the account, records, systems or information of another Client unless expressly authorised through a legitimate JAMS function.

5. CLIENT DATA

“Client Data” means information, content, records, images, product information, inventory information, transaction information and other data submitted to, created within or managed through JAMS by or on behalf of a Client. As between JAMS and the Client, the Client retains its rights in its Client Data. JAMS does not acquire ownership of Client Data merely because it is stored or processed using JAMS. The Client grants JAMS the rights reasonably necessary to host, process, transmit, back up, secure, display and otherwise handle Client Data for the purpose of:

- providing JAMS services;
- operating requested JAMS functionality;
- maintaining and securing the platform;
- providing support;
- preventing fraud or misuse;
- meeting legal obligations;
- maintaining system integrity and reliability; and
- performing other activities permitted by these Terms, the JAMS Privacy Policy and applicable law. Additional uses for analytics, marketing, sales improvement or participation in the JAMS Central Store that are not necessary for the ordinary provision of the Service are subject to the applicable permissions described below.

6. OPTIONAL DATA-ENABLED BUSINESS SERVICES

The Client may separately authorise JAMS to use eligible Client Data to provide enhanced data-driven business services. Where the Client gives such permission, JAMS may, within the scope of that permission and subject to applicable law, analyse eligible Client Data for purposes including:

- analysing product and inventory performance;
- identifying sales trends;
- identifying high-performing and slow-moving products;
- analysing inventory movement;
- preparing financial, commercial and management reports;
- providing business-performance insights;
- providing recommendations intended to improve sales;

- assisting with inventory and supply planning;
- providing marketing and promotional recommendations;
- improving operational efficiency;
- providing data-driven services intended to improve the Client's business performance;
- developing and improving JAMS analytics and reporting capabilities; and
- providing other authorised data-based services designed to improve the effectiveness of JAMS and the Client's use of the platform. Where appropriate for the relevant purpose, JAMS may use aggregated, statistical or de-identified information. Permission under this section is optional unless a particular optional feature cannot technically operate without the relevant data processing. Declining such optional permission will not, by itself, prevent the Client from using core JAMS functionality that does not require that permission.

7. MARKETING AND SALES-IMPROVEMENT USE OF CLIENT

DATA

Where the Client has provided the relevant permission, JAMS may use eligible product, inventory, sales and business information to develop reports, recommendations, tools and services intended to assist the Client with:

- product marketing;
- product promotion;
- sales optimisation;
- inventory optimisation;
- commercial planning;
- customer engagement strategies;
- merchandising;
- product-selection strategies; and
- improvement of overall business efficiency and sales performance. Any such use must remain within the scope of the permission provided by the Client and applicable law. Granting this permission does not transfer ownership of Client Data to JAMS. The Client continues to retain its rights in Client Data in accordance with these Terms.

8. JAMS CENTRAL STORE

JAMS may operate a central store, marketplace, catalogue, directory or other central promotional environment through which products of participating Clients may be presented for marketing, advertising, discovery or sales-support purposes ("JAMS Central Store"). A Client's products will only be intentionally submitted for public display through the JAMS Central Store under this section where the Client has enabled, authorised or otherwise opted into the relevant functionality. Where the Client provides that permission, the Client authorises JAMS to display eligible information relating to approved products for marketing, advertising, product discovery and sales-support purposes. Depending on the Client's settings and permissions, publicly displayed information may include:

- product name or title;
- product image;
- product description;
- product category;
- general product characteristics;
- price or pricing information where authorised;
- availability information where enabled;
- the Client's trading or store name; and
- Other information approved or designated by the Client for public display. Internal or protected information not intended for public display, including protected technical identifiers, security information, internal

inventory-control information, private customer information and other confidential information, will not be made public merely because the Client enables the JAMS Central Store.

9. CLIENT CONTROL OF CENTRAL STORE PARTICIPATION

Participation in the JAMS Central Store is optional.

Subject to the functionality available within JAMS, the Client may be able to:

- enable or disable participation;
- select which products may be displayed;
- control categories of information made publicly available;
- update product information;
- remove products from future display; and
- withdraw its permission for future participation. Where permission is withdrawn, JAMS will take reasonable steps to cease future display of the relevant products within a reasonable period. Withdrawal does not invalidate processing or publication that occurred lawfully before the withdrawal. Temporary cached copies, backups, archived records or technical copies may remain for a limited period where reasonably necessary for system operation, security, legal compliance or technical processes.

10. OWNERSHIP AND RESPONSIBILITY FOR CENTRAL

STORE CONTENT Displaying a product through the JAMS Central Store does not transfer ownership of the product, Client Data or the Client's business to JAMS. Unless expressly agreed otherwise under a separate arrangement, the Client remains the seller or supplier of its own products. The Client is responsible for ensuring that information it authorises for public display is accurate, lawful and not misleading. The Client must have all rights and permissions reasonably necessary to permit JAMS to display product photographs, descriptions, trademarks, branding and other content supplied or approved by the Client.

11. CUSTOMER AND PERSONAL INFORMATION IS NOT

INCLUDED IN PRODUCT-MARKETING PERMISSION Permission to use business data for marketing or to display products through the JAMS Central Store does not, by itself, authorise JAMS to publicly disclose personal information relating to the Client's customers, employees or other individuals. Customer identity information, private contact details, identification documents, AML/KYC records, payment information and other personal or sensitive information will not be made publicly available merely because the Client has enabled product marketing or the JAMS Central Store. Personal information will continue to be handled in accordance with the JAMS Privacy Policy, applicable permissions and applicable law.

12. WITHDRAWAL OF OPTIONAL PERMISSIONS

The Client may withdraw an optional permission relating to future marketing use of eligible Client Data or participation in the JAMS Central Store. JAMS may provide mechanisms for managing these permissions through:

- Client account settings;
- Client Admin controls;
- written requests; or
- Other appropriate mechanisms. Withdrawal of an optional permission:
 - does not transfer or change ownership of Client Data;
 - does not automatically terminate the Client's JAMS account;
 - does not affect core functionality that does not depend on that permission; and
 - does not invalidate processing lawfully undertaken before withdrawal. JAMS may continue to use information that has been effectively de-identified or aggregated so that it is no longer reasonably attributable to an identifiable Client or individual, where permitted by law, for legitimate purposes such as analytics, security, statistical analysis and system improvement.

13. CLIENT RESPONSIBILITY FOR DATA

The Client is responsible for ensuring that Client Data entered into JAMS:

- is accurate where accuracy is required;
- has been lawfully collected;
- may lawfully be provided to and processed through JAMS;
- does not infringe another person's rights;
- is not deliberately false, fraudulent or misleading; and
- is managed by the Client in accordance with applicable laws. Where the Client records information concerning its customers, employees, contractors or other persons, the Client remains responsible for any notices, consents or other legal requirements that apply to the Client's collection and use of that information.

14. PRIVACY

Personal information handled through JAMS will be managed in accordance with the JAMS Privacy Policy and applicable privacy laws. The JAMS Privacy Policy forms part of the overall terms governing use of the Service. Depending on how a Client uses JAMS, the Client may also have independent privacy obligations to its own customers, staff and other individuals. Where JAMS sends commercial electronic communications, applicable consent and unsubscribe requirements will be observed.

15. DATA SEGREGATION AND MULTI-TENANT OPERATION

JAMS may operate as a multi-tenant platform. JAMS uses technical and administrative controls designed to separate Client environments and restrict users to information and functions they are authorised to access. No Client or user is permitted to attempt to bypass, interfere with, test or circumvent these access controls except where JAMS has expressly authorised security testing in writing.

16. THIRD-PARTY SERVICES AND INFRASTRUCTURE

JAMS may rely on independent third-party providers to deliver parts of the Service.

These providers may include, without limitation:

- cloud infrastructure providers;
- hosting providers;
- internet and telecommunications providers;
- domain and DNS providers;
- email and messaging providers;
- payment processors;
- banks and financial institutions;
- authentication providers;
- security providers;
- analytics providers;
- hardware manufacturers;
- software libraries and technology providers; and
- Other external service providers. Examples may include Google Cloud, Amazon Web Services or other providers selected by JAMS from time to time. JAMS does not own or directly control the infrastructure, networks, systems or operations of independent third-party providers. To the maximum extent permitted by law, JAMS is not responsible for outages, failures, interruptions, delays, errors or other incidents originating from systems controlled by an independent third-party provider. Nothing in this section limits any responsibility that JAMS is legally required to retain.

17. PAYMENT AND BANKING PROVIDERS

Payments made to or through JAMS may be processed by banks, payment gateways, card processors or other independent financial service providers. Those providers may operate under their own terms, privacy policies, security standards and regulatory obligations. JAMS may receive transaction information necessary to verify or administer a payment without necessarily receiving or retaining complete card or bank account credentials. JAMS is not responsible for an independent provider's systems or conduct except to the extent responsibility cannot lawfully be excluded.

18. SERVICE AVAILABILITY

JAMS aims to provide a reliable Service but does not guarantee:

- uninterrupted operation;
- continuous availability;
- 100% uptime;
- error-free operation;
- continuous internet connectivity;
- uninterrupted availability of third-party services; or
- That every system function will always operate without interruption.

Technology systems may be affected by maintenance, upgrades, equipment failure, software failure, network failure, telecommunications issues, cloud infrastructure incidents, power failure, cyber security incidents and other events. Where a material interruption occurs, JAMS will use commercially reasonable efforts to restore affected services as soon as reasonably practicable.

19. MAINTENANCE AND UPDATES

JAMS may perform scheduled or emergency:

- maintenance;
- updates;
- patches;
- security changes;
- upgrades;
- migrations;
- database work;
- infrastructure changes; or
- Other technical work. Such activities may temporarily affect access to part or all of the Service. Where reasonably practicable, JAMS may provide advance notice of significant planned interruptions. Emergency security or operational work may be undertaken without advance notice.

20. RFID, READERS, TAGS AND HARDWARE

JAMS may interact with RFID tags, readers, writers, scanners, mobile devices and other hardware. Hardware performance may be affected by factors outside JAMS' control including:

- radio interference;
- tag orientation;
- distance;
- metals and surrounding materials;
- physical damage;
- batteries;
- reader configuration;

- radio frequency regulations;
- network conditions;
- device compatibility;
- environmental conditions; and
- Manufacturer limitations. Accordingly, JAMS does not represent that every tag or asset will be detected in every circumstance.

21. INVENTORY AND SECURITY FUNCTIONS

Inventory checking, missing-item identification, scanning, alerts and security functions provided through JAMS are intended to assist business operations. They do not constitute a guarantee that:

- theft will be prevented;
- every item will always be detected;
- every inventory discrepancy will be identified;
- an alarm will always operate;
- hardware will never fail; or
- Loss, theft or unauthorised removal cannot occur. Clients should maintain appropriate physical security, insurance and operational procedures independently of JAMS.

22. PROHIBITED CONDUCT

The Client and its users must not:

- use JAMS for unlawful or fraudulent activity;
- attempt to hack, compromise or gain unauthorised access to JAMS;
- attempt to access another Client's account or information;
- bypass authentication or security controls;
- interfere with the operation of JAMS;
- introduce malware, malicious code or harmful software;
- conduct unauthorized penetration testing;
- deliberately overload or disrupt JAMS infrastructure;
- manipulate system identifiers or security mechanisms;
- reverse engineer protected components except where expressly permitted by law;
- use unauthorised hardware or software for the purpose of circumventing JAMS security;
- clone, forge, manipulate or misuse authorised identification tags;
- attempt to defeat tag validation or authentication systems;
- use automated systems in a manner that materially interferes with JAMS;
- use JAMS to facilitate illegal activity; or
- Assist another person to engage in prohibited activity.

23. UNAUTHORISED OR UNSAFE EQUIPMENT

A Client must not knowingly connect or use equipment, software, tags, devices or integrations in a manner that:

- creates an unreasonable security risk;
- damages or interferes with JAMS;
- circumvents access controls;
- impersonates authorised JAMS equipment;
- manipulates protected identifiers;

- causes abnormal or harmful system behaviour; or
- violates applicable laws or technical requirements. JAMS may block equipment, identifiers, integrations or connections that it reasonably considers unsafe, unauthorised or harmful.

24. SECURITY SUSPENSION

JAMS may immediately restrict, suspend or terminate access where it reasonably considers this necessary to:

- protect JAMS infrastructure;
- protect another Client;
- protect Client Data;
- respond to a cybersecurity threat;
- investigate suspected unauthorised access;
- prevent unlawful activity;
- contain misuse or attempted hacking;
- prevent serious system interference;
- comply with law; or
- prevent material risk to JAMS, its users or another person. Where immediate action is reasonably required for security or legal reasons, advance notice is not required. The fact that an account has been temporarily suspended for investigation does not by itself constitute a finding that the Client has engaged in unlawful conduct.

25. INVESTIGATIONS AND LOGS

Where misuse, unauthorised access, fraud, security incidents or unlawful activity is reasonably suspected, JAMS may preserve relevant technical and account records to the extent permitted by law. This may include:

- access logs;
- authentication records;
- device information;
- security events;
- system activity;
- relevant transaction records; and
- other information reasonably necessary to investigate or respond to the incident. JAMS may cooperate with law enforcement, courts, regulators or other authorities where required or permitted by applicable law.

26. LEGAL AND REGULATORY COMPLIANCE

JAMS may provide tools designed to assist Clients with record keeping, transaction information, customer information, identity documentation or other compliance activities.

These tools do not constitute legal advice and do not guarantee that a Client has satisfied any particular regulatory obligation. The Client remains responsible for understanding and complying with laws applicable to its own business.

27. AML, AUSTRAC AND OTHER COMPLIANCE FUNCTIONS

Where JAMS provides functionality relating to anti-money laundering, customer identification, transaction records or regulatory reporting, that functionality is intended to assist Client processes. JAMS does not act as the Client's legal or compliance adviser unless expressly agreed separately in writing. The Client remains responsible for determining:

- whether it is subject to a particular regulatory regime;
- what identification or verification is required;
- what records must be retained;

- whether a transaction must be reported;
- whether a transaction should proceed; and
- what other legal obligations apply.

28. ARTIFICIAL INTELLIGENCE AND AUTOMATED INSIGHTS

JAMS may provide AI-assisted, algorithmic or automated analysis, recommendations, forecasts, alerts or insights. These may include analysis of:

- inventory;
- product movement;
- sales;
- customer activity;
- staff activity;
- stock performance;
- slow-moving products;
- operational trends; and
- other business information. Such outputs are informational tools and may contain inaccuracies or may not take account of all relevant circumstances. Clients should apply appropriate human judgement before making significant financial, commercial, employment, security, legal or operational decisions based on automated output. JAMS does not guarantee any particular financial or business result arising from use of these features. Where automated systems use personal information in a manner subject to specific legal disclosure or transparency requirements, JAMS will address those requirements through its Privacy Policy or other appropriate notices.

29. CLIENT PRODUCT PRICING

JAMS may provide tools that allow a Client to manage the prices of its own jewellery, products or other inventory. Product pricing within the Client's business is controlled by the Client. Depending on the configuration, JAMS may use information such as:

- base gold price;
- weight;
- karat or purity;
- product origin;
- making or manufacturing components;
- import-related components;
- stone or special additional costs;
- GST treatment; and
- other Client-configured inputs to calculate or display product prices. The Client Admin is responsible for maintaining the relevant pricing inputs and reviewing the resulting product prices. JAMS does not determine the commercial selling price that a Client must charge its customers. A Client may choose whether certain price-detail information is displayed to its customers where that functionality is available.

30. CLIENT PRODUCT PRICING IS SEPARATE FROM JAMS

FEES Prices charged by a Client to its own customers are separate from fees charged by JAMS to the Client. References in JAMS to product prices, gold prices, making fees, manufacturing fees, import or clearance components, GST components or other retail product pricing do not represent fees payable to JAMS unless expressly identified as a JAMS charge. JAMS subscription fees, service fees, module fees, hardware charges and other JAMS charges are governed separately by the Client's applicable subscription, quotation, order, invoice or other commercial arrangement.

31. JAMS SUBSCRIPTIONS AND SERVICES

Some JAMS services may be supplied on a subscription or recurring service basis. The applicable service arrangement may specify:

- the selected plan or service;
- subscription or billing period;
- included functionality;
- optional modules;
- authorised locations or users;
- hardware or services included;
- billing frequency; and
- other applicable conditions. The applicable commercial terms will be those displayed at the time of purchase or activation, or stated in an accepted quotation, order, invoice or other written commercial arrangement. Specific monetary amounts do not form a permanent part of these Terms unless expressly stated.

32. OPTIONAL MODULES AND ADDITIONAL SERVICES

Certain modules, features, integrations, hardware, support services, implementation work, custom development or other services may be supplied separately from a Client's standard JAMS service. Additional charges may apply. Where a separately charged service is requested, the applicable commercial terms will be communicated to the Client before the Client commits to the purchase.

33. BILLING PROCESS

JAMS may issue charges on a recurring or non-recurring basis depending on the applicable service or order. Billing may include:

- subscription charges;
- service charges;
- module charges;
- hardware;
- RFID tags;
- accessories;
- implementation services;
- integrations;
- support services;
- custom work; and
- other products or services ordered by the Client. Billing frequency may vary depending on the applicable arrangement. Where recurring billing applies, invoices or payment requests may be generated periodically in accordance with the Client's service arrangement.

34. INVOICES

JAMS may issue invoices electronically. Invoices may be made available:

- through the JAMS Client account;
- by email to the nominated billing contact;
- through an approved billing platform; or
- by another reasonable electronic method. An invoice may include, as applicable:
 - Client billing details;
 - invoice number;
 - invoice date;

- description of products or services;
- relevant service or billing period;
- quantity;
- applicable charges;
- discounts or credits;
- GST;
- amounts already paid;
- total amount payable; and
- payment due date. The Client is responsible for ensuring that its billing and contact information remains accurate and current.

35. PAYMENT TERMS

The Client must pay invoices by the due date specified on the relevant invoice, quotation, order or commercial arrangement. JAMS may make one or more payment methods available from time to time. Payment methods may include:

- electronic bank transfer;
- card payment;
- approved online payment methods;
- payment gateways;
- direct or recurring payment arrangements where separately authorised; or
- other payment methods approved by JAMS. The availability of a payment method may depend on the Client, country, transaction type or service arrangement.

36. THIRD-PARTY PAYMENT PROCESSING

JAMS may use independent banks, payment processors, payment gateways or other financial service providers. These providers may process payment information under their own terms, security standards and privacy policies. JAMS may receive information necessary to:

- confirm payment;
- allocate payment to an invoice;
- reconcile accounts;
- issue receipts;
- process credits or refunds;
- investigate failed payments; and
- maintain financial records. JAMS may not receive or retain complete payment-card or bank-account credentials where those details are processed directly by an independent provider.

37. PAYMENT CONFIRMATION AND RECEIPTS

Once payment has been successfully received or confirmed, JAMS may record that payment against the relevant invoice or Client account. Receipts, payment confirmations or updated account records may be provided electronically. Where a third-party payment provider is used, confirmation may depend on information received from that provider.

38. BILLING QUESTIONS AND DISPUTES

If the Client reasonably believes that an invoice is incorrect, the Client should notify JAMS promptly and provide sufficient information to allow the matter to be reviewed. JAMS will review genuine billing queries in good faith. A billing dispute does not relieve the Client of the obligation to pay any undisputed portion of the invoice when due. Where an adjustment is required, JAMS may issue a corrected invoice, credit, additional invoice, refund or another appropriate accounting adjustment.

39. FAILED PAYMENTS

A payment may fail for reasons outside JAMS' control, including insufficient funds, expired payment credentials, bank rejection, payment-provider failure, fraud controls, network failure, incorrect payment information or other technical or financial reasons. Where a payment fails, JAMS may request that the Client retry payment or use another approved payment method. JAMS is not responsible for payment failures caused solely by an independent bank or payment provider, except to the extent responsibility cannot lawfully be excluded.

40. OVERDUE ACCOUNTS

Where an amount remains unpaid after its due date, JAMS may:

- issue reminders;
- contact the Client;
- request payment;
- request updated payment information;
- restrict access to affected paid features;
- suspend affected paid services; or
- terminate the affected commercial service where non-payment continues. Where appropriate, JAMS will provide reasonable notice before restricting or suspending a service for non-payment. Immediate action may be taken where continued service would create a material fraud, security, legal or financial risk. Amounts properly incurred before suspension or termination remain payable.

41. PRICE REVIEWS

JAMS may periodically review its fees and commercial pricing. Reviews may take account of factors including operating costs, inflation, technology costs, cloud infrastructure costs, third-party provider charges, banking and payment costs, software licensing costs, staffing and support costs, exchange rates, supplier pricing, logistics and freight, regulatory costs, market conditions, changes in JAMS functionality and other legitimate commercial factors.

42. CHANGES TO SUBSCRIPTION AND SERVICE FEES

JAMS may change subscription, service, module or other recurring fees from time to time. Where a price change affects an existing Client's recurring service, JAMS will provide reasonable advance notice before the revised charge takes effect. Unless otherwise stated, the revised price will normally apply from a future billing or renewal period. If the Client does not wish to continue under the revised pricing, the Client may discontinue the affected service before the revised pricing becomes applicable.

43. HARDWARE, TAG AND PHYSICAL PRODUCT PRICING

Prices for RFID tags, readers, writers, scanners, accessories and other physical products may change from time to time. Such changes may result from supplier pricing, manufacturing costs, exchange-rate movements, freight, duties, taxes, product availability, hardware revisions, technology changes or other commercial factors. JAMS may change pricing for future hardware or product orders without advance notice. Unless otherwise agreed, a change in price will not alter the agreed price of an order already accepted by JAMS.

44. THIRD-PARTY SERVICE COST CHANGES

Where part of JAMS depends on a third-party service, the cost of providing that feature or service may change if the relevant third party changes its pricing or commercial terms. JAMS may adjust the corresponding Client charge where reasonably necessary. Where this materially affects an existing recurring charge, reasonable notice will be provided where practicable.

45. QUOTATIONS AND ORDERS

A quotation issued by JAMS is valid for the period stated in the quotation. Unless otherwise stated, a quotation does not require JAMS to supply the relevant goods or services until:

- the Client has accepted the quotation or order;
- JAMS has accepted the order; and
- any required deposit, advance payment or other condition has been satisfied. Special pricing, discounts and negotiated rates apply only to the Client or transaction for which they were issued unless otherwise agreed in

writing.

46. TAXES

Where GST or another applicable tax is required by law, it will be charged and recorded in accordance with applicable legal and taxation requirements. The treatment of taxes applicable to the Client's own sale of jewellery or other products remains the Client's responsibility.

JAMS product-pricing functionality does not replace professional taxation advice.

47. REFUNDS AND CREDITS

Payments made to JAMS are generally subject to the commercial terms applicable to the relevant subscription, service, hardware purchase or order. A refund or credit may be provided where:

- JAMS agrees to provide one;
- the applicable quotation, order or offer provides for one;
- goods or services have not been supplied as agreed;
- an accounting correction is required; or
- applicable law requires a refund, replacement, credit or other remedy. Nothing in these Terms excludes rights or remedies that cannot lawfully be excluded.

48. CLIENT CANCELLATION

A Client may choose to discontinue JAMS at any time. The Client is not required to provide JAMS with a reason for voluntarily ending the commercial relationship. Cancellation will take effect in accordance with the applicable service arrangement. Amounts properly incurred before cancellation remain payable. Cancellation ordinarily prevents future renewal charges but does not automatically create a right to a refund for a service period, product or service already supplied, except where JAMS expressly agrees otherwise, the applicable arrangement provides otherwise, or applicable law requires a remedy.

49. COMMERCIAL TERMINATION BY JAMS

Subject to applicable law, JAMS may decide that it no longer wishes to continue a commercial relationship with a Client where JAMS determines, acting reasonably and in its legitimate business interests, that continuation of the relationship is no longer appropriate. Such a decision may result from legitimate commercial, operational, strategic, risk- management, security, compliance, reputational or other business considerations. JAMS is not required to disclose confidential internal assessments or detailed commercial reasoning except where disclosure is required by law. Where reasonably practicable and where immediate suspension or termination is not reasonably necessary, JAMS will provide reasonable notice and an opportunity to retrieve or export applicable Client Data. Termination under this section does not, by itself, imply wrongdoing, illegality or misconduct by the Client.

50. IMMEDIATE TERMINATION FOR SERIOUS MISUSE

JAMS may suspend or terminate access immediately where reasonably necessary because of:

- suspected hacking;
- attempted unauthorized access;
- serious security threats;
- fraudulent conduct;
- unlawful use;
- deliberate interference with JAMS;
- use of unauthorized equipment intended to defeat JAMS security;
- material misuse of tags or identifiers;
- malware or malicious software;
- deliberate system disruption;
- serious breach of these Terms;
- material risk to another Client or person; or

- Legal or regulatory requirements. Advance notice is not required where providing notice would create or increase a material security, legal or operational risk.

51. EFFECT OF TERMINATION

When an account is terminated:

- access to JAMS may cease;
- Authorized Users may lose access;
- future recurring billing will cease in accordance with the applicable billing arrangement;
- outstanding charges remain payable;
- relevant Client Data will be handled in accordance with applicable data retention terms;
- legally required records may continue to be retained; and
- provisions intended to survive termination will continue to apply.

52. DATA EXPORT AFTER TERMINATION

Where technically and legally practicable, JAMS may provide the Client with a reasonable opportunity to export supported Client Data following termination. The availability, format and duration of such export access may depend on the relevant service, technical feasibility, security requirements, legal requirements and circumstances of termination. JAMS may restrict data access where required to protect another person, comply with law or respond to a serious security incident.

53. DATA RETENTION AND DELETION

Client Data may be retained for a reasonable period following termination to allow for data recovery, export, dispute resolution, fraud prevention, security investigation, accounting, taxation, legal compliance or other legitimate purposes. Information that JAMS is legally required to retain may continue to be stored after an account is closed. Other information may subsequently be deleted or de-identified in accordance with JAMS policies and applicable law.

54. BILLING AND FINANCIAL RECORD RETENTION

JAMS may retain invoices, payment confirmations, receipts, credits, refunds, transaction references, billing correspondence and related accounting records for accounting, taxation, audit, fraud prevention, dispute resolution, compliance and other legitimate business purposes.

Closing or terminating a Client account does not require JAMS to delete records that it is legally required or reasonably entitled to retain.

55. BACKUPS

JAMS may maintain backups as part of its operational and disaster-recovery processes. Backups are intended primarily for platform resilience and should not be regarded as a substitute for any record-keeping or backup obligations that apply independently to the Client. Restoration of an individual record from a backup may not always be technically feasible.

56. CHANGES TO JAMS

JAMS may develop, update, modify, replace, improve or discontinue features from time to time. Changes may be made for reasons including technical improvement, security, regulatory requirements, third-party changes, commercial requirements, user experience, platform development and maintenance. Where a change materially affects a paid core service being provided to an existing Client, JAMS will take reasonable steps to communicate the change where appropriate.

57. CHANGES TO THESE TERMS

JAMS may amend these Terms from time to time where reasonably necessary because of:

- new functionality;
- changes to JAMS products or services;
- changes to commercial arrangements;

- changes to pricing processes;
- operational requirements;
- security requirements;
- changes to third-party providers;
- legal or regulatory developments;
- improvements to contractual clarity; or
- Other legitimate business requirements. The current version of these Terms will be made available through JAMS or its official website.

58. NOTICE OF MATERIAL CHANGES

Where a change to these Terms materially affects an existing Client's rights, obligations, recurring charges or use of JAMS, JAMS will provide reasonable notice before that change takes effect. Notice may be delivered through the JAMS platform, Client account, email, administrative notification or another reasonable communication channel. Urgent changes required for security, legal, regulatory or emergency reasons may take effect sooner where reasonably necessary.

59. ACCEPTANCE OF UPDATED TERMS

For material changes, JAMS may require the Client's authorised administrator to expressly accept the updated Terms. JAMS may record:

- the Terms version;
- date and time of acceptance;
- Client account;
- authorized accepting user; and
- Other reasonable evidence of acceptance. Optional permissions relating to marketing use of data and JAMS Central Store participation may be recorded separately from acceptance of these Terms.

60. CLIENT DOES NOT ACCEPT UPDATED TERMS

A Client is not required to accept materially revised Terms. If renewed acceptance is required and the Client does not agree to the revised Terms, the Client may discontinue the affected JAMS services. JAMS may be unable to continue providing the affected Service under an expired or superseded version of the Terms. A decision not to accept revised Terms does not itself constitute misconduct or breach.

61. MINOR CHANGES

JAMS may make administrative, formatting, technical, grammatical or clarification changes that do not materially reduce Client rights or materially increase Client obligations without requiring renewed acceptance. The effective date and current version of the Terms will be available through JAMS.

62. INTELLECTUAL PROPERTY

Except for Client Data and third-party materials, JAMS and its associated software, source code, designs, interfaces, databases, workflows, branding, documentation, reports, technology, algorithms and intellectual property remain owned by Green ways Pty Ltd or its licensors, as applicable. Use of JAMS does not transfer ownership of JAMS intellectual property to the Client.

63. LICENCE TO USE JAMS

Subject to these Terms and payment of applicable fees, JAMS grants the Client a limited, non-exclusive, non-transferable right to use the Service for its authorised internal business purposes during the applicable service period. This licence does not permit the Client to resell, sublicense, reproduce or commercially exploit JAMS except where Green ways Pty Ltd has expressly agreed otherwise in writing.

64. CONFIDENTIALITY

Each party may receive confidential information belonging to the other. Each party should take reasonable steps to protect confidential information and use it only for legitimate purposes associated with the commercial relationship. Confidentiality obligations do not apply to information that:

- is already public through no breach of obligation;
- was lawfully known independently;
- is lawfully received from another source;
- is independently developed; or
- Must be disclosed by law.

65. NO GUARANTEE OF BUSINESS RESULTS

JAMS provides tools to assist business management. JAMS does not guarantee increased sales, increased profit, reduced theft, elimination of inventory loss, improved staff performance, tax savings, compliance outcomes, particular financial outcomes or other specific commercial results. Business outcomes depend on many factors outside JAMS' control.

66. CLIENT BUSINESS DECISIONS

The Client remains responsible for decisions concerning:

- product pricing;
- purchases;
- sales;
- stock levels;
- employment;
- customer relationships;
- marketing;
- regulatory compliance;
- security;
- insurance;
- accounting;
- taxation;
- financial decisions; and
- other business operations. Reports, calculations, recommendations and information generated by JAMS should be considered together with other information relevant to the Client's circumstances.

67. LIMITATION OF LIABILITY

To the maximum extent permitted by law, JAMS excludes liability that may lawfully be excluded. Nothing in these Terms excludes, restricts or modifies any guarantee, right, remedy or liability that cannot lawfully be excluded, restricted or modified. To the extent permitted by law, JAMS is not liable for indirect or consequential loss arising solely from circumstances beyond JAMS' reasonable control, including qualifying failures of independent third-party infrastructure. Any limitation of liability will be interpreted subject to applicable Australian law.

68. AUSTRALIAN CONSUMER LAW

Nothing in these Terms is intended to exclude, restrict or modify any rights, guarantees or remedies available under the Australian Consumer Law or other applicable law where those rights cannot lawfully be excluded. Where the Australian Consumer Law applies, the Client retains all statutory rights and remedies provided by that law.

69. FORCE MAJEURE AND EVENTS OUTSIDE

REASONABLE CONTROL JAMS will not be responsible, to the extent permitted by law, for failure or delay caused by events outside its reasonable control. Such events may include:

- widespread internet outages;
- telecommunications failures;
- electricity failures;

- natural disasters;
- fire;
- flood;
- severe weather;
- war;
- civil disturbance;
- government action;
- major cyber incidents;
- third-party infrastructure failures;
- widespread cloud service failures;
- supply-chain disruption; or
- other comparable events. JAMS will use commercially reasonable efforts to resume affected services when reasonably possible.

70. COMMUNICATIONS AND MARKETING

COMMUNICATIONS The Client agrees that JAMS may send operational and administrative communications relating to:

- account security;
- billing;
- invoices;
- payment status;
- service availability;
- maintenance;
- changes to the Service;
- changes to pricing;
- changes to these Terms;
- privacy matters;
- compliance matters; and
- other matters necessary to administer the Client relationship.

Operational communications that are reasonably necessary to provide or administer the Service are separate from optional marketing communications. Where consent is required by applicable law for commercial electronic marketing communications, JAMS will obtain or otherwise rely on a lawful basis for those communications and will provide an applicable method for opting out or unsubscribing. Withdrawal from optional marketing communications does not prevent JAMS from sending necessary service, security, billing, legal or account communications.

71. NOTICES

Formal notices may be sent to the contact details registered against the Client account. The Client is responsible for keeping its administrative and billing contact details current. Notice may also be provided through the JAMS administrative interface where appropriate.

72. TRANSFER AND ASSIGNMENT

The Client must not transfer its JAMS account or contractual rights to another business without JAMS' approval where such approval is reasonably required. Green ways Pty Ltd may transfer or assign its rights and obligations as part of a legitimate corporate restructuring, business sale, merger, acquisition or transfer of the JAMS business, subject to applicable law and privacy obligations.

73. SEVERABILITY

If any provision of these Terms is found to be invalid or unenforceable, that provision will be interpreted or severed to the minimum extent necessary, and the remaining provisions will continue to operate to the extent permitted by law.

74. NO WAIVER

A failure or delay by JAMS or the Client to exercise a contractual right does not automatically waive that right.

75. ENTIRE AGREEMENT

These Terms, together with documents expressly incorporated into them, form the agreement governing use of JAMS unless the parties have entered into a separate written agreement that expressly overrides part of these Terms. Associated documents may include:

- JAMS Privacy Policy;
- Subscription, Billing, Cancellation and Refund Policy;
- Acceptable Use Policy;
- Data Processing and Client Data Agreement;
- Security and Account Responsibility Policy;
- Data Retention, Account Closure and Data Export Policy;
- RFID/JAMS Tag and Hardware Terms;
- AI and Automated Insights Disclaimer;
- AML/AUSTRAC and Regulatory Disclaimer;
- applicable quotations and orders; and
- other policies expressly incorporated from time to time.

76. GOVERNING LAW

These Terms are governed by the laws of Victoria, Australia, unless another applicable law requires otherwise. The parties submit to the courts and tribunals having jurisdiction in Victoria, subject to any rights or jurisdiction that cannot lawfully be excluded.

77. DISPUTE RESOLUTION

If a dispute arises, the parties should first attempt to resolve it in good faith through direct communication. Either party may provide written notice describing the dispute and request a reasonable opportunity for discussion. Nothing in this section prevents either party from:

- seeking urgent injunctive or protective relief;
- exercising rights that cannot lawfully be restricted;
- contacting an applicable regulator or authority; or
- commencing proceedings where otherwise permitted by law.

78. CONTACT

For general JAMS enquiries and support: JAMS – Green ways Pty Ltd ACN 668 080 108 Email: info@rezaco.au
Website: rezaco.au For legal enquiries, these Terms, privacy matters and other legal requests relating to JAMS:
Email: jams@rezaco.au

JAMS Website: rezaco.au/Jams

79. ACCEPTANCE

By selecting “I Agree”, “Accept Terms”, creating or activating a JAMS Client account where acceptance is presented, or otherwise expressly accepting these Terms, the authorised representative confirms that: 1. they have had an opportunity to read these Terms; 2. they have authority to accept these Terms on behalf of the Client; 3. the Client agrees to be bound by these Terms; and 4. the Client has had access to the JAMS Privacy Policy and other applicable policies. The Client acknowledges that data analysis, reporting, sales-performance analysis, inventory analysis and inventory-control functions form part of the normal operation and functionality of JAMS and may be performed in accordance with these Terms and the JAMS Privacy Policy. Separate optional consent is not required merely for JAMS to perform these functions as part of providing the Service.

JAMS CENTRAL STORE PRODUCT LISTING AND PROMOTION

Participation in the JAMS Central Store is optional and is controlled by the Client through its authorised Client Administrator. The Client Administrator may enable, disable or otherwise manage the Client's participation in the JAMS Central Store, including the listing and promotion of eligible Client products, through the functionality made available by JAMS. Enabling this functionality constitutes the Client's permission for JAMS to list and promote the eligible products in accordance with these Terms. The Client Administrator may change or withdraw that permission at any time through the available JAMS controls. Acceptance of these Terms does not, by itself, constitute permission to list or promote the Client's products in the JAMS Central Store. JAMS may, where appropriate, maintain electronic records relating to acceptance of these Terms, account permissions and Central Store settings, including the applicable Terms version, Client account, authorised user, relevant dates and changes to permissions or settings. END OF TERMS