

Tokenholder Agreement

2021

BetaCarbon Pty Ltd ABN 26 649 985 759 betacarbon.com admin@betacarbon.com BetaCarbon acknowledges and pays respect to the Australian Aboriginal and Torres Strait Islander peoples, the first inhabitants of the nation and the Traditional Custodians of the lands where we live, learn and work. BetaCarbon strives to align to their concepts of land, waters and community.

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1. Introduction

- 1.1 This Tokenholder Agreement (the Agreement) is between BetaCarbon Pty Ltd ABN 26 649 985 759 (BetaCarbon) and any legal or natural person that accepts its terms (the Token Holder).
- 1.2 BetaCarbon's address on the Ethereum blockchain is Oxa64EFD5Fe826f62E310a95 1332b519e1E3871489. The Ethereum blockchain is a distributed ledger on which self-enforcing agreements called smart contracts are deployed and provide global consensus for enforcement of transactions.
- 1.3 The Token Holder is identified by their public address on the Ethereum blockchain and must have a Wallet to hold any Carbon Tokens issued under this Agreement.
- 1.4 BetaCarbon develops and mints tokens referred to as Carbon Tokens in this Agreement. Carbon Tokens are nominally backed by ACCUs as a result of BetaCarbon contractually agreeing to hold ACCUs in relation to minted Carbon Tokens, such that demand for Carbon Tokens will drive demand for ACCUs, but Token Holders have no rights in any way, shape or form to any ACCU held by BetaCarbon, as set out in this Agreement.
- **1.5** This Agreement contains the terms and conditions that apply to the Carbon Tokens by the Token Holder.
- 1.6 The Token Holder is subject to and bound by this Agreement by virtue of buying a Carbon Token.

2. Issue and Transfer

- 2.1 BetaCarbon will mint Carbon Tokens at the rate of 1,000 Carbon Tokens for every 1 ACCU BetaCarbon holds in its Registry Account. Therefore, one Carbon Token will notionally represent 0.001 of an ACCU.
- in its Registry Account, BetaCarbon may instead hold derivatives over ACCUs, or any combination of ACCUs or derivatives over ACCUs, in sufficient numbers to back the Carbon Tokens at the required ratio.
- 2.3 An ACCU represents one tonne of carbon dioxide equivalent (tCO2-e). This means that 1 Carbon Token is notionally backed by 1 kilogram of tCO2-e or 1,000 Carbon Tokens represents 1 tonne of tCO2-e.
- 2.4 BetaCarbon undertakes not to mint new Carbon Tokens if BetaCarbon does not hold a sufficient number of ACCUs, derivatives over ACCUs or a combination thereof, to maintain the required ratio of Carbon Tokens to



ACCUs. In such a case, before minting new Carbon Tokens, BetaCarbon undertakes to acquire further ACCUs, or derivatives over ACCUs and will release new Carbon Tokens in a quantity consistent with the ACCUs or derivatives over ACCUs acquired.

- 2.5 Carbon Tokens are issued to a Token Holder in exchange for any fiat currency, coin, token, cryptocurrency, digital currency or digital asset that is listed on:
 - 2.5.1 the Website from time to time that BetaCarbon accepts as payment in its absolute discretion; or
 - **2.5.2** any cryptocurrency or digital asset exchange.

All transactions are final and cannot be reversed once the Carbon Token Smart Contract has been executed on the Ethereum blockchain

- **2.6** The Token Holder acknowledges and agrees that:
 - 2.6.1 BetaCarbon will issue Carbon
 Tokens to the Wallet address
 specified in the Carbon Token
 Smart Contract;
 - 2.6.2 The Token Holder is solely responsible for specifying a correct, valid and current Wallet address:
 - 2.6.3 BetaCarbon will not be responsible or liable if the Wallet address is incorrect, invalid or has expired; and
 - 2.6.4 BetaCarbon will not be responsible or liable for Carbon Tokens once they have been transferred to the specified Wallet address

3. Eligibility to purchase

- **3.1** It is a pre-condition to purchasing a Carbon Token that the Token Holder be either:
 - **3.1.1** an individual who is at least 18 years old; or
 - 3.1.2 an Entity;

The Token holder warrants it meets this condition.

- 3.2 BetaCarbon may request any information to validate that the Token Holder is eligible and satisfies the eligibility criteria outlined in clause 3.1.
- 3.3 The offer of Carbon Tokens is intended for residents in Australia and any other Approved Country and is not intended to be offered or made available to a person who resides outside of these countries. If a Token Holder purchases a Carbon Token outside of Australia or an Approved Country, then they do so at their own risk and it is the responsibility of the Token Holder to follow any rules, and laws in their country of residence.



4. Fees and Tax

- 4.1 BetaCarbon will charge the Token Holder a Transaction Fee at the time any Carbon Tokens are purchased from BetaCarbon. The Token Holder must pay the Transaction Fee as part of the Carbon Token Smart Contract being processed.
- 4.2 Additional fees may be charged or levied by third parties or protocols in relation to Carbon Tokens. The Token Holder will be responsible for payment of any additional fees that are not imposed by BetaCarbon, including (but not limited to):
 - 4.2.1 An exchange or secondary market that imposes fees upon transactions involving the Carbon Tokens that are built into the Carbon Token Smart Contract; and
 - **4.2.2** Any fee, cost, charge or gas incurred in relation to any transaction involving the Carbon Tokens on the Ethereum blockchain

- 4.3 BetaCarbon may list on its Website the value of any additional fees that it is aware of from time to time that may be built into the Carbon Token Smart Contracts for any transactions conducted on a secondary market.
- 4.4 The Token Holder must ensure that it holds sufficient assets in their Wallet to meet any additional fees referred to in clause 4.2. The Token Holder acknowledges and agrees that a transaction in relation to a Carbon Token may not be processed if the Token Holder does not pay those additional fees referred to in clause 4.2.
- **4.5** The Token Holder is solely responsible for the payment of any tax liabilities that arise from the purchase, transfer, sale, trade or transaction is respect of any Carbon Tokens.



5. Token Features and Rights

- **5.1** The Token Holder may transfer, sell or buy Carbon Tokens from any exchange that lists the Carbon Token.
- 5.2 At all times BetaCarbon will hold all legal, equitable and any other ownership rights in all ACCUs held in its Registry Account and any derivatives over any ACCUs.
- 5.3 The Token Holder does not have any legal, equitable or other any entitlement to any ACCUs or derivatives over any ACCUs by virtue of holding the Carbon Token, including but not limited to:
 - **5.3.1** No legal or beneficial title to any ACCU, derivative over an ACCU or part thereof;
 - **5.3.2** No right to have any ACCU, derivative over an ACCU or part thereof transferred to the Token Holder's legal name; and
 - **5.3.3** No right to exchange the Carbon Token for any ACCU, derivative over an ACCU or any other thing whatsoever.
- 5.4 The Token Holder only has an entitlement to buy, sell or transfer the Carbon Token in accordance with this Agreement.
- **5.5** The Token Holder participates in the market for Carbon Tokens on the understanding that, by doing so, the Token Holder can drive demand for ACCUs without needing to own them, by virtue of the fact BetaCarbon is contractually required to hold ACCUs, or derivatives over ACCUs in relation to Carbon Tokens.
- 5.6 The Token Holder will hold the legal and beneficial title to the Carbon Token.

- 5.7 For the avoidance of doubt, the Token Holder acknowledges and agrees that the Carbon Token does not provide the Token Holders with any rights in relation to any thing, including but not limited to:
 - **5.7.1** in relation to BetaCarbon, including (but not limited to) voting, distribution, redemption, liquidation, intellectual property or any other rights; or
 - **5.7.2** in relation to other carbon emissions units: or
 - **5.7.3** in relation to any other coin, token, cryptocurrency, digital currency or digital asset that BetaCarbon at any time mints, issues or creates.
- 5.8 The Token Holder may transfer their Carbon Token, or use the Carbon Token in relation, to any decentralised application built on the Ethereum blockchain (DApp). The Token Holder acknowledges and agrees it will be solely responsible for any costs or Liability that arises in relation to the use of any DApp.
- **5.9** From time to time, BetaCarbon or third parties may denominate the purchase price of any good, commodity, service or other thing in Carbon Tokens. Where this is the case, the Token Holder may use Carbon Tokens to make purchases, but the Carbon Token does not give the Token Holder a right to any good, commodity, service or other thing by virtue of the fact BetaCarbon or a third party has chosen to denominate a price in Carbon Tokens.



6. Record Keeping

- 6.1 BetaCarbon undertakes to:
 - 6.1.1 comply with any applicable laws that apply to the purchase of ACCUs or the use and operation of its Registry Account;
 - 6.1.2 maintain records of the ACCUs that are held in the Registry Account that back the Carbon Tokens minted and in circulation; and
 - **6.1.3** maintain records of any derivatives over ACCUs.
- **6.2** BetaCarbon will have in place policies and procedures to ensure that:

- 6.2.1 there are sufficient ACCUs held in its Registry Account as well as any derivatives over ACCUs, to back the Carbon Tokens minted:
- 6.2.2 it maintains appropriate records of any ACCUs and derivatives over ACCUs that back the Carbon Tokens; and
- **6.2.3** any ACCUs and derivatives over ACCUs that back the Carbon Tokens cannot be used for any purpose other than in accordance with this Agreement.

7. Verification Rights

- 7.1 BetaCarbon will engage an accredited audit firm, to audit that:
 - 7.1.1 the Carbon Tokens minted and in circulation are fully backed by ACCUs, derivatives over ACCUs or a combination thereof, on a 1000 to 1 basis;
 - 7.1.2 any ACCUs that back the
 Carbon Tokens minted and
 in circulation are held in its
 Registry Account;

- 7.1.3 BetaCarbon maintains appropriate records of any derivatives over ACCUs that back any Carbon Tokens; and
- **7.1.4** BetaCarbon has complied with clause 6.2.
- **7.2** BetaCarbon will ensure that an audit is conducted in accordance with clause 7.1 at least annually.
- 7.3 Subject to the auditor's consent, the latest report of factual findings will be made available to Token Holders.

8. Compliance

- 8.1 BetaCarbon will have in place appropriate regulatory and legal frameworks to ensure compliance with any requirements under this Agreement or applicable laws in relation to the Carbon Tokens.
- **8.2** 8.2 BetaCarbon may freeze or seize for any period of time in its absolute discretion any Carbon Tokens in a Wallet in order to comply with clause 8.1.



9. Risks Of Trading And Holding Digital Assets

General Risk

- 9.1 The purchase, holding, sale or trading of any digital asset, including the Carbon Token, involves significant risks and the potential to incur significant loss.
- 9.2 The Token Holder acknowledges and agrees that the Carbon Tokens may be subject to a range of risks. This clause 9 outlines some of the risks that may be relevant to the Carbon Tokens but is not intended to be an exhaustive list of all relevant risks. The Token Holder should consider all of the risks that may be relevant to Carbon Tokens and assess whether those risks are acceptable to the Token Holder having regard to their financial circumstances and risk tolerance. If the Token Holder is unsure, the Token Holder should consider obtaining financial, tax or professional advice.

Loss of Private Key and Wallet Security

- 9.3 A private key, or a combination of private keys, is necessary to control the Carbon Token stored in the Token Holder's Wallet.
- 9.4 The loss of any private key that is associated with the Token Holder's Wallet storing the Carbon Token will result in loss of the Carbon Token.
- **9.5** It is the responsibility of the Token Holder to:
 - **9.5.1** restrict access to the private key from any third parties;
 - 9.5.2 safeguard and protect access to the private key and Wallet that the Carbon Token is stored in; and

- **9.5.3** to select a Wallet that is safe and compatible with the storage of the Carbon Token.
- 9.6 It is important for the Token
 Holder to take precautions when
 transferring and storing the Carbon
 Tokens. The Token Holder should be
 familiar with the security measures
 available when selecting and using a
 Wallet and ensure passwords remain
 secure when operating in a digital
 environment.
- 9.7 The Token Holder acknowledges and agrees that, once BetaCarbon has transferred a Carbon Token to the Token Holder's Wallet, BetaCarbon is not liable for any loss or Liability that arises any time after that transfer under any circumstance and the Token Holder indemnifies BetaCarbon from any such loss or Liability in accordance with clauses 10 and 11.

Lost Tokens

- **9.8** The Token Holder acknowledges and agrees that:
 - 9.8.1 In the event that the Token
 Holder loses access to their
 Wallet, the Token Holder is
 aware and understands that
 BetaCarbon may not be able
 to access that Wallet on the
 Token Holder's behalf and there
 is a risk that any digital assets
 (including the Carbon Token)
 will no longer be accessible.

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- 9.8.2 In the event that the Token
 Holder purchases a Carbon
 Token, and the Carbon Token
 is incompatible with the Token
 Holder's chosen Wallet, then
 the Carbon Token may not
 transfer to the Token Holder's
 Wallet and it may become a lost
 token.
- 9.8.3 Where a Carbon Token is lost, the Token Holder will not have any recourse against BetaCarbon under any circumstance and the Token Holder may not exercise any rights in respect of the lost tokens.

Updates to Technology

- **9.9** In the event that BetaCarbon updates any relevant technological systems, for example:
 - **9.9.1** transferring the Carbon Tokens to a new blockchain; or
 - **9.9.2** undertaking a fork or airdrop on the blockchain,
- 9.10 BetaCarbon will provide the Token Holder with at least 30 days' prior written notice.
 - 9.10.1 The Token Holder
 acknowledges that BetaCarbon
 is not responsible for any
 Liability that the Token Holder
 suffers as a result of the Token
 Holder's failure to take steps to
 ensure that the Token Holder
 will be able to access and use
 the Carbon Tokens following
 notification of an update in
 accordance with clause 9.9.

Ethereum

9.11 The Carbon Token is an ERC20 token that has been built on the Ethereum blockchain but will have its own protocol. This means that any malfunction, breakdown or abandonment of the Ethereum blockchain is likely to have a material adverse effect on the Carbon Token.

Attacks or Hacks

- 9.12 Tokens that are built on the Ethereum blockchain, such as Carbon Tokens, are susceptible to attacks by miners in the course of validating Carbon Token transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfishmining attacks.
- 9.13 There is a risk that hackers or other organisations may attempt to interfere with the Carbon Token in a variety of ways. The Ethereum blockchain is open-sourced meaning that there is a risk of a hacker corrupting the underlying protocol.

Secondary markets

- 9.14 BetaCarbon is not obliged to operate or facilitate any secondary trading of Carbon Tokens, but reserves the right to do so at any time in its absolute discretion.
- 9.15 A Token Holder that utilises secondary trading markets such as digital currency exchanges are responsible for ensuring that they are safe and secure. The value of the Carbon Token on a secondary market is not determined by BetaCarbon.

Other risks

9.16 Digital assets are constantly evolving, in addition to the risks that have been outlined in this clause 9, there are many other risks associated with the Carbon Token. Token Holders should be aware and consider these risk prior to purchasing the Carbon Token.



10. Indemnity and liability

- 10.1 To the maximum extent permitted by law, the Token Holder hereby agrees to indemnify BetaCarbon, and its partners, officers, directors, employees and agents against any Liability of any nature arising under tort, statute, equity, contract or some other cause of action that we suffer as a result of:
 - 10.1.1 the Token Holders negligent or wrongful acts or omissions;
 - 10.1.2 the Token Holders breach of any law, regulation or rules;
 - 10.1.3 any damage that the Token Holder causes:
 - 10.1.4 the Token Holder's violation of this Agreement or Privacy Policy;
 - 10.1.5 but the Token Holder will not be liable for any Liability to the extent such Liability is the direct result of the negligent or wrongful acts or omissions of BetaCarbon.

- 10.2 BetaCarbon disclaims and will not accept any liability for any act or omission by any person, smart contract, protocol or DApp that may impact a Carbon Token after BetaCarbon has issued the Carbon Token to the Token Holder's Wallet.
- 10.3 BetaCarbon is not responsible or liable for any Carbon Tokens once they are transferred to the Token Holder's Wallet.
- 10.4BetaCarbon will not take any responsibility for misappropriation, loss or theft of the Token Holder's Carbon Tokens and the Token Holder will hold BetaCarbon harmless.
- 10.5 If the Token Holder provides the wrong address for the receiving the Carbon Token, or provides an address that is not ERC20 compatible, this may result in the loss of the Token Holder's Carbon Tokens and BetaCarbon will not be responsible or liable for such loss if it has issued the Carbon Tokens to the Wallet address specified by the Token Holder.

11. Limitation on Liability

- 11.1 To the maximum extent permitted by law, BetaCarbon will not be held liable for any fines, penalties, taxes (except GST) and any exemplary, aggravated or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, loss of contract, loss of production or loss of any digital assets or tokens).
- 11.2 To the extent BetaCarbon is liable under this Agreement, then BetaCarbon's total aggregate financial liability in respect of claims based on events arising out of or in connection with this Agreement, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the value of the Carbon Tokens held by the Token Holder.



12. Changes To Terms And Conditions

- 12.1 BetaCarbon reserves the right to change, amend, modify, add or delete any of these clauses in this Agreement, at any time. For the avoidance of doubt, this includes varying any fees payable under clause 4.
- 12.2 The Agreement shown on the Website is considered the current Agreement. Any amendments, modifications, additions or deletions apply as soon as they are displayed on the Agreement.
- 12.3 It is the responsibility of the Token Holder to ensure that they regularly review the Website and are aware of the current Agreement that applies to Carbon Tokens and any amendments that have been made in accordance with this clause 12.
- 12.4 If the Token Holder does not agree with the amended Agreement, the Token Holder should immediately sell or transfer the Carbon Tokens.

13. Intellectual Property

- 13.1 The Token Holder acknowledges and agrees that BetaCarbon owns and retains all Intellectual Property Rights in and connected with the design, operation or structure of the Carbon Token, Carbon Token Smart Contract and underlying protocol.
- 13.2 The Token Holder must not to use, reverse engineer, disassemble or otherwise attempt to construct, copy, modify, replicate or alter any of BetaCarbon's Intellectual Property Rights for any reason without the BetaCarbon's prior written consent.

14. Waiver Of Rights

- 14.1 In the event that any party fails to exercise or enforce any right granted by this Agreement, that failure cannot be taken as a waiver of such right or provision.
- 14.2 If any provision of this Agreement is found by a court to be invalid, the parties agree that all other provisions of this Agreement remain in full force and effect.

15. Notices

- 15.1 A notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - 15.1.1 delivered or posted to that party.
 - 15.1.2 emailed to that party.
 - 15.1.3 in the case of BetaCarbon, when displayed on the Website.
- 15.2 If a party gives the other party three (3) business days' notice of a change of its address or email address, a notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or emailed to the latest address or email address
- 15.3 A notice, consent, information, application or request is to be treated as given or made at the following time:
 - 15.3.1 if it is delivered, when it is left at the relevant address.



- days after it is posted.
- 15.3.3 if it is sent by email, as soon as the sender's information system sends the email to the recipient's email box provided that the sender does not receive a message sent by the recipient's information system advising the sender that the recipient has not received the email.
- 15.3.4 If posted on the Website, when it is posted on the Website.
- 15.3.2 if it is sent by post, three (3) business 15.4 If a notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

16. Privacy

- 16.1 Any information that BetaCarbon collects about Token Holder will be used and disclosed in accordance with the Privacy Policy accessed at https://www.betacarbon.com/ betacarbon-privacy-policy
- 16.2 The Token Holder is subject to and bound by BetaCarbon's Privacy Policy by virtue of acquiring a Carbon Token

17. Anti-Money Laundering

- 17.1 BetaCarbon complies in all respects with the AML/CTF Regulations and any other relevant laws relating to money laundering, counter terrorism, economic and trade sanctions or fraud management.
- 17.2 The Token Holder may be required to provide information to BetaCarbon for the purposes of BetaCarbon complying with the AML/CTF Regulations. The issue of any Carbon Token may be conditional upon the Token Holder satisfying this requirement.
- 17.3 is subject to and bound by BetaCarbon's Privacy Policy by virtue of acquiring a Carbon Token.



18. Miscellaneous

Assignment

18.1 The Token Holder must not assign any of its rights or obligations under this Agreement without the prior written consent of BetaCarbon.

Entire agreement

- 18.2 This Agreement contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Agreement was executed, except as permitted by law.
- 18.3 This Agreement supplants and supersedes any previous written or oral negotiations or preliminary agreement between the parties, which ceased to be legally effective from the date on which the parties enter into this Agreement.

Severability

18.4If a clause or part of a clause of this
Agreement can be read in a way
that makes it illegal, unenforceable
or invalid, but can also be read in a
way that makes it legal, enforceable
and valid, it must be read in the latter
way. If any clause or part of a clause
is illegal, unenforceable or invalid,
that clause or part is to be treated
as removed from this Agreement,
but the rest of this Agreement is not
affected.

Approvals, consent and waiver

18.5 Except as otherwise set out in this
Agreement, a party may give or
withhold an approval or consent to
be given under this Agreement in
that party's absolute discretion and
subject to any conditions determined

- by the party. A party is not obliged to give its reasons for giving or withholding a consent or for giving a consent subject to conditions.
- 18.6The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

Governing Law

18.7 This Agreement is governed by the laws of New South Wales, Australia and this Agreement. All parties agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

Force Majeure

18.8 No party will be liable to the other party for any failure to perform its obligations under this Agreement during the time and to the extent that such performance is prevented by a Force Majeure Event. The party subject to a Force Majeure Event (the non-performing party) must notify the other party of the relevant details as soon as practicable after the Force Majeure Event occurs and endeavour to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other party.



19. Definitions

- 19.1 ACCU means an Australian carbon credit unit, which is a unit issued by the Regulator under section 147 of the Carbon Act.
- 19.2 IAML/CTF Regulations means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Rules 2006 (Cth) and any guidance issued by AUSTRAC.
- 19.3 Approved Country means any country listed on the Website from time to time that BetaCarbon specifies offers of Carbon Tokens may be made to in its absolute discretion.
- **19.4**Carbon Act means the Carbon Credits Farming (Carbon Farming Initiative) Act 2011 (Cth).
- 19.5 Entity means one of the following:
 - a. a proprietary company;
 - b. an unlisted public company;
 - c. a listed public company;
 - a trust (including, but not limited to, discretionary trusts, unit trusts, managed investment schemes and superannuation funds (including selfmanaged super funds));
 - e. a partnership;
 - f. an association; or
 - g. a cooperative.
- 19.6 Carbon Token Smart Contract means the smart contract BetaCarbon has designed and deployed on the Ethereum blockchain that is used to execute any transaction in relation to a Carbon Token.
- 19.7 Force Majeure Event means an event or circumstance beyond the reasonable control of any party (including a natural event or disaster, pandemic, act of war, revolution, strikes, lockouts and acts of government) which makes it impossible, impracticable or illegal for a party to perform its obligations under this Agreement, but does not include lack of funds for any reason.

- 19.8 Intellectual Property Rights means all means all present and future intellectual and industrial property rights conferred by law and wherever existing, including:
 - 19.8.1 goodwill, patents, designs, copyright, rights in circuit layouts, trademarks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
 - 19.8.2 any application or right to apply for registration of any of these rights;
 - 19.8.3 any registration of any of those rights or any registration of any application referred to in paragraph 19.8.2 of this definition; and
 - 19.8.4 all renewals and extensions of these rights.
- 19.9 Liability means any action, demand, proceeding, liability (whether actual or prospective), loss, damage, cost or expense of any description, arising under any theory of liability, including but not limited to tort, statute, breach of contract or equity, and including legal fees on a solicitor and own client basis.
- 19.10 Registry Account means an account established in the Australian National Registry of Emissions Units, which is a secure electronic system designed to track the location and ownership of ACCUs in accordance with the Australian National Registry of Emissions Units Act 2011 (Cth)
- **19.11**Regulator means the Clean Energy Regulator.
- 19.12 Transaction Fee means the transaction fee or such other fee listed on the Website that is charged at the time a Carbon Token is issued.
- 19.13 Wallet means a cryptocurrency wallet (whether hot, warm or cold) that is compatible with the Ethereum blockchain and enables the safe storage of the public keys and private keys of cryptocurrency.
- 19.14 Website means www.betacarbon.com