

THE KING ZONE TERMS OF SERVICE

The King Zone platform is made available by KB Analytics Pty Ltd (ACN 680 683 827) (TKZ, 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 King Zone platform. By using the 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 it as a guest or a user with a King Zone account.

These Terms constitute a legally binding agreement between you and KB Analytics Pty Ltd. If you do not agree to these Terms, please do not use the platform.

Last Updated: April 22, 2025

The King Zone Platform

1.1 The King Zone Platform is a website and mobile application which allows you to access our form guide and receive tips in relation to thoroughbred horse racing, greyhound racing, harness racing and other sporting events (Races) by purchasing King Zone subscription packages and other products. Users can purchase Membership Packages and access day passes.

1.1.1 The information and tips provided by The King Zone are for informational and entertainment purposes only. We encourage responsible gambling.

1.1.2 If you or someone you know is experiencing problems with gambling, please contact the National Gambling Helpline on 1800 858 858 or visit gamblinghelponline.org.au.

1.1.3 Chances are you're about to lose. Think. Is this a bet you really want to place? What's gambling really costing you?

1.2 TKZ is not a bookmaking or wagering service. No bets are received by TKZ.

1.3 We provide the TKZ 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 TKZ Platform, including that it will operate uninterrupted, be free from defects or viruses or meet your requirements. For consumers in Australia, our services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms of Service is intended to exclude, restrict or modify rights that you may have under the Australian Consumer Law.

1.4 All information handled by TKZ in connection with your use of the platform is covered under the TKZ Privacy Policy.

1.5 Any rule is subject to change without notice and it is your responsibility to reference the most recent version by visiting our website or contacting us at our support email address.

Account

2.1 To access the King Zone Platform, you must set up an account.

2.2 You represent and warrant that you are at least 18 years old. TKZ implements mandatory age verification measures to confirm your age, and you agree to provide any requested documentation to verify your age when requested. We reserve the right to suspend or terminate your account if we believe you are under 18 years of age.

2.3 You are responsible for keeping your records up to date. TKZ reserves the right to suspend your account for outdated or inaccurate information.

2.4 You are responsible for securing your login credentials. TKZ is not liable for unauthorised access.

Membership Packages

3.1 To become a member:

- (a) Create an account
- (b) Subscribe to a Membership Package (see 3.2)
- (c) Authorise payment on a recurring basis

3.1.1 All recurring subscription charges will be clearly disclosed before you complete your purchase. We will send you a reminder at least 7 days before any automatic renewal.

3.2 The King Zone offers the following Membership Packages:

Membership Package	Price (AUD, incl GST)	Contents
SaturdayZone	\$100/month or \$1,000/year	Access to Saturday racing form and analysis
BulletZone	\$200/month or \$2,000/year	Access to daily tips + Saturday coverage
MetroZone	\$400/month or \$4,000/year	Wednesday + Saturday access

ProZone

\$1,200/month or
\$12,000/year

All-inclusive, pro-level analytics and
features

Access to The King Zone (Day Passes)

4.1 Users may purchase access on a daily basis via a Day Pass. Per-meeting purchases are no longer available.

4.2 Day Pass pricing:

- 1 Day Access: \$50 AUD
- 2 Day Access: \$90 AUD

4.3 Day Passes grant access to all features of TKZ for the corresponding number of calendar days.

Trade Promotions

5.1 Additional terms may apply to any competition or trade promotion. In case of inconsistency, promotion-specific terms prevail.

Acceptable Use and Conduct

6.1 You must not:

- (a) bring TKZ into disrepute;
- (b) affect our ability to provide the platform;
- (c) engage in illegal or defamatory behaviour;
- (d) breach third party rights or our policies;
- (e) copy, modify, reverse engineer or misuse the platform.

6.2 We may restrict access at our discretion. You agree to indemnify TKZ for misuse, except where TKZ caused the loss.

Fees and Payment

7.1 Paid features of the TKZ Platform are subject to applicable fees, which may change from time to time. We will provide at least 30 days' notice of any price changes to existing subscriptions.

7.2 If you purchase a membership or day pass, we will automatically charge the nominated card at the relevant frequency. Clear information about the recurring nature of payments, the amount, and frequency will be provided at the time of purchase and in each renewal notification.

7.3 You are responsible for ensuring valid and up-to-date payment details.

7.4 We may retry failed payments and suspend your account for non-payment. We may seek reasonable recovery costs in accordance with applicable law.

7.5 For billing issues, contact support@theking.zone.

7.6 You have the right to cancel your recurring subscription at any time through your account settings or by contacting our support team.

7.7 If our service fails to meet consumer guarantees under the Australian Consumer Law, you may be entitled to a refund as outlined in Section 11 of these Terms.

Cancellation and Termination

8.1 You may cancel your membership or day pass access anytime through your account settings or by contacting support@theking.zone. Cancellation is effective at the end of the current billing period, and no refunds will be provided for partial periods unless required by applicable consumer law.

8.2 TKZ may suspend or terminate your access for material breaches of these terms, security risks, non-payment, or other reasonable grounds. Where practical, we will provide notice before suspension or termination.

8.3 The process for cancellation will be straightforward and easily accessible through the platform.

Intellectual Property

9.1 All intellectual property rights (including copyright, trademarks, patents, designs, and trade secrets) in and to the TKZ Platform, including all content, features, functionality, and services offered on or through the TKZ Platform, are owned by TKZ or its licensors. You gain no ownership rights to any aspect of the TKZ Platform.

9.2 We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the platform solely for your personal, non-commercial use in accordance with these terms.

9.3 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell, rent, or lease any content or material on the TKZ Platform, or use any data mining, robots, or similar data gathering or extraction methods, without our prior written permission.

9.4 If you provide any feedback, comments, or suggestions about the TKZ Platform ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, publish, distribute, and otherwise exploit the Feedback for any purpose.

Data and Privacy

10.1 Your data is handled in accordance with our Privacy Policy and the Australian Privacy Principles under the Privacy Act 1988 (Cth).

10.2 We may collect usage data to improve services and incorporate user feedback. You have the right to access and correct your personal information held by us.

10.3 We will not send you marketing communications without your consent, and each such communication will include an easy opt-out method in compliance with the Spam Act 2003 (Cth).

10.4 We take reasonable steps to protect personal information from misuse, interference, loss, unauthorized access, modification, or disclosure.

10.5 When we no longer need your personal information for the purposes for which it was collected, we will take reasonable steps to destroy or permanently de-identify that information, unless we are required by law to retain it.

10.6 Our complete Privacy Policy, which forms part of these Terms, can be accessed at [website URL] or by contacting us directly.

Limitation of Liability and Consumer Guarantees

11.1 TKZ provides information, not guarantees about betting outcomes. Gambling involves risk. Our service provides analysis and tips only, and we do not guarantee any outcomes from wagering activities. You acknowledge that racing and wagering involve inherent risks and that past performance is not indicative of future results.

11.2 To the extent permitted by law, TKZ excludes liability for indirect, special, or consequential losses. Where permitted by law, our maximum liability is capped at the amount you have paid to us in the preceding 12 months.

11.3 Nothing in these Terms of Service excludes, restricts, or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted, or modified by agreement.

11.4 If the Australian Consumer Law applies to the supply of our services, our services come with guarantees that cannot be excluded. For major failures with the service, you are entitled to cancel your contract with us and to a refund for the unused portion, or to compensation for its

reduced value. You are also entitled to compensation for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Amendments

12.1 We may amend the platform or these terms at any time. For material changes to these Terms of Service, we will provide at least 30 days' notice via email or prominent notice on the platform before the changes take effect.

12.2 If we make material changes to these Terms, you will be asked to acknowledge and accept the updated Terms when you next log in. If you do not agree with the changes, you may cancel your subscription in accordance with the Cancellation section above without penalty.

12.3 Continued use of the platform after the effective date of any changes constitutes acceptance of the updated terms.

General

13.1 These terms are governed by the laws of New South Wales, Australia. You and TKZ submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning these Terms.

13.2 You may not assign your rights under these terms without our prior written consent.

13.3 If a clause is invalid or unenforceable, it will be severed without affecting the validity or enforceability of the rest of the agreement.

13.4 This document represents the entire agreement between you and TKZ regarding the use of the platform, superseding any prior agreements.

13.5 Notices may be sent to our registered office at [registered office address] or via email to support@theking.zone.

13.6 Nothing in these Terms is intended to exclude, restrict, or modify rights which you may have under the Competition and Consumer Act 2010 (Cth) or other consumer protection laws which may not be excluded, restricted, or modified by agreement.

13.7 For any questions or concerns about these Terms, please contact us at support@theking.zone.

Disclaimers and Representations

14.1 The information and tips provided on the TKZ Platform are for informational and entertainment purposes only. While we strive for accuracy, we make no representations or warranties about the accuracy, completeness, reliability, or suitability of the information and tips for any purpose.

14.2 Past performance is not indicative of future results. Any reliance you place on information or tips provided through the TKZ Platform is strictly at your own risk.

14.3 TKZ is not a licensed bookmaker or wagering service provider. We do not receive or accept bets, nor do we profit directly from your betting activities. Our revenue is derived solely from subscription and access fees.

14.4 You acknowledge that betting on racing and sports involves significant financial risk. You should only bet with funds you can afford to lose. TKZ is not responsible for any financial losses you may incur from using information or tips provided on our platform.

14.5 This disclaimer does not seek to exclude liability arising under the Australian Consumer Law if such liability cannot be lawfully excluded.