

## Terms and Conditions

By accessing and/or making use of any information, products or services available on the Website, you agree to be bound by the Terms & Conditions detailed below.

### 1 Definitions

In this agreement, unless the context otherwise requires:

"Content" means all information and applications placed on, and available from, the Website;

"You" refers to those person(s) who wish to access the service subject to and on the Terms & Conditions of this agreement;

"Capital Intelligence " means Capital Intelligence Limited ABN 60 091 509 849 of Level 1, 130 Hay Street, Subiaco Western Australia,; and

"Website" means this Website owned by Capital Intelligence and all or any of the applications contained on the Website.

### 2 Application & Variation of these Terms

2.1 Your use of the Website is to be in accordance with these Terms & Conditions. By using the Website you will be signifying your acceptance of these Terms & Conditions.

2.2 Capital Intelligence may at any time, at its sole discretion, amend, vary or modify these Terms & Conditions. Notice may be given on the Website of such amendment, variation or modification, but it is your responsibility to check for any such modification each time you use the Website.

2.3 Modifications to the Terms & Conditions will be effective immediately and any subsequent use by you of the Website will constitute an acceptance of the modifications.

### 3 Your Acknowledgements

3.1 You acknowledge that:

(a) The information on this Website is directed to residents of Australia only. If you are not a resident of Australia, you are not entitled to rely on the information. If you do so, you agree to indemnify Capital Intelligence for any loss or damage (including consequential loss or damage of any kind) which may be suffered or incurred or which may arise directly or indirectly in respect of use of the Website by you;

(b) Unless expressly stated otherwise, the information on this Website is not an offer or solicitation for the purchase of securities;

(b) While Capital Intelligence provides the information on this Website in good faith, it accepts no responsibility for the accuracy, completeness, reliability or

timeliness of the information;

(c) There maybe delays, omissions or inaccuracy in Content caused by failure or delay in distribution by electronic means;

(d) Action taken by you based upon material or information contained on the Website is entirely your responsibility. You accept all risks and responsibility for losses, damages, costs and other consequences resulting directly or indirectly from using the Website or any other Website on the Internet accessed via this Website or otherwise;

(e) Capital Intelligence does not represent or warrant that any files obtained from or through the Website are free from computer viruses or other defects. Any such files are provided, and may only be used, on the basis that you assume all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files. Capital Intelligence' liability for such an event is limited to the resupply of those files;

(f) The information on this Website does not constitute legal, tax or other advice unless we indicate otherwise; and

(g) Investment in financial products involves the risk of the value of your investment falling or being lost. You acknowledge that past performance of a financial product is not an indicator for future performance and that the performance of any financial product cannot be guaranteed by Capital Intelligence.

#### **4 Provision of Service**

4.1 Capital Intelligence may without notice suspend the Website or disconnect or deny you access to any part of the Website:

(a) During any technical failure, modification or maintenance involved in the Website provided that Capital Intelligence will use reasonable endeavours to procure the resumption of the Website as soon as reasonably practicable;

(b) If you fail to comply with any agreement with Capital Intelligence; or

(c) If you do, or allow to be done, anything which in Capital Intelligence's opinion may have the effect of jeopardising the operation of the Website.

4.2 Capital Intelligence may make improvements and/or changes to the Website or Content at any time without notice.

4.3 Capital Intelligence may modify remove or add to the Content without notice to you.

#### **5 Access to the Website**

5.1 You are responsible for maintaining the secrecy and confidentiality of all identification and login information required for you to access the Website. You agree to notify Capital Intelligence immediately if any of this information has been or is suspected to have been compromised by loss, theft, manipulation or any other means.

5.2 You agree not to disclose to any other person, corporation, entity or organisation any identification or login information, whether in use or not, relating to the Website.

## **6 Use of the Service**

6.1 You agree to comply with all directions pertaining to the access and use of the Website granted to you by Capital Intelligence.

6.2 You agree that in accessing and using the Website, you will only use software that you are legally entitled to use and such use will not infringe any third party's intellectual property rights.

6.3 You agree that the Website is provided by Capital Intelligence to you for your personal use unless Capital Intelligence expressly agrees otherwise. You shall not sell, lease, furnish or otherwise permit or provide access to the Website to any other person and shall not reproduce, retransmit, redistribute, disseminate, sell, publish, broadcast or circulate any Content to any other person. You may download or copy reasonable amounts of Content for personal use but unless Capital Intelligence expressly agrees otherwise shall not copy, save, or archive significant portions of the Content without the prior written consent of Capital Intelligence.

6.4 You acknowledge and agree that all and any intellectual property rights (including without limitation copyright, trademark rights and patent rights) in the Content remain the property of Capital Intelligence .

6.5 Nothing contained in the Website is to be construed as granting any licence or right of use of any trademark displayed on the Website without the express written permission of the relevant owner.

6.6 You must not, in any event, modify Content or create any derivative works without the prior written consent of Capital Intelligence.

6.7 You must not include links to, or maintain any content from, the Website on any other website owned, maintained or controlled by you without the prior written consent of Capital Intelligence.

## **7 Liability and Indemnities**

7.1 The materials on the Website have been prepared for general information purposes only. Capital Intelligence and its directors, officers, employees and agents:

- Exclude, to the maximum extent permitted by law, all express or implied warranties of any kind (including warranties as to merchantability, non-infringement of intellectual property or fitness for a particular purpose) in relation to any information or materials on the Website;
- Are under no obligation to update any information or materials on the Website, or correct any inaccuracy on the Website which may become apparent at a later time; and
- Do not warrant the accuracy of any Content save for any liability which cannot be excluded and any rights which a person may have under the Trade Practices Act 1974 (Cth). Liability under that Act which cannot be excluded is limited to the extent possible, at Capital Intelligence ' option, to:
  - the supply of any goods or services again;
  - the repair of any goods; or
  - the payment of the cost of having any goods or services supplied again or repaired.

7.2 The Website may contain, or be linked to, advice, statements and opinions of third parties, information providers or content providers. Capital Intelligence does not warrant the accuracy, timeliness, reliability or completeness of any advice, statements and opinions contained in the Content or on any linked site. Reliance on any such advice, statements and opinions is at your own risk and Capital Intelligence shall be

under no liability to you in respect of any loss or damage (including consequential loss or damage of any kind) which may be suffered or incurred or which may arise directly or indirectly in respect of use of the Website by you or in respect of your use of such links, advice, statements and opinions.

8.3 Capital Intelligence shall be under no liability to you in respect of any loss or damage (including consequential loss or damage of any kind) which may be suffered or incurred or which may arise directly or indirectly in respect of use of the Website by you or in respect of a failure or omission, whether arising from Capital Intelligence ' negligence or otherwise, on the part of Capital Intelligence to comply with its obligations under this agreement.

8.4 You agree to fully indemnify and hold Capital Intelligence harmless against all and any loss, costs, expenses, demands or liability (including legal costs on a full indemnity basis), expenses, demands, actions, proceedings and liabilities, whether direct or indirect, reasonably incurred or suffered by Capital Intelligence as a result of a breach by you of your obligations under this agreement or any wilful, unlawful or negligent act or omission by you.

## **8 Other Terms and Conditions**

Any products or services available through the Website may have additional terms and conditions applicable to that product or service. You agree that where this is the case you will read, and where applicable agree to, any such terms and conditions prior to purchasing or utilising such products or services.

## **9 Termination**

Without prejudice to any other rights Capital Intelligence may have under this Agreement or at law or in equity, Capital Intelligence may terminate this Agreement at any time.

## **10 Assignment**

You cannot assign your rights under this agreement without the prior written consent of Capital Intelligence.

## **11 Governing Law**

The laws of the Commonwealth of Australia govern this Agreement and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of the State of Western Australia.