



## TERMS OF USE

This website (Website) is owned and operated by Frais Capital Pty Ltd ACN 656 199 674, corporate authorised representatives of Frais Capital Group Pty Ltd (ACN 655 773 710, AFSL 537192).

Your access to, and use of the Website is subject to these Terms. By accessing, viewing or otherwise using this Website, You agree to be subject to and bound by these Terms.

### 1. ACCESS

We agree to You accessing the Website and accessing or downloading Content from the Website in accordance with these Terms. If You are accessing the Website as, or for, a corporate entity or as agent or trustee of a person, You warrant that You have the authority to bind that entity or person to these Terms.

### 2. WEBSITE AND CONTENT

The Website and the Content is intended to provide You with general information only. All Content available on the Website, including (without limitation) any tools, calculators, articles, statements, representations and information is of a general nature only and does not take into account Your investment objectives, particular needs or financial situation. The Content should not be relied upon as the basis of an investment decision. You should seek independent advice from professional advisors before making any decisions regarding the Content. Whilst we will endeavour to keep this Website and the Content up to date and accurate, we cannot guarantee that the Website or Content will be up to date or accurate.

### 3. OTHER AGREEMENTS

These Terms only govern Your access to and use of the Website. If You enter into any transaction, or have any other dealings with us, then such transaction or dealings will be governed by the terms of a separate agreement between You and us and may also be subject to information contained in any relevant information memorandum, product disclosure or other similar documentation.

### 4. INTELLECTUAL PROPERTY

All trade marks on this Website are owned, or used under licence, by us. Nothing contained on this Website should be construed as us granting You any licence or right to use or reproduce any trade mark. Content is protected by copyright laws and is owned, or used under licence, by us. You may view any Content on the Website for the purposes of accessing our Website in accordance with these Terms however you may not otherwise use, reproduce or exploit the Content, any intellectual property in the Content or any other intellectual property accessible on or via the Website without obtaining our prior written consent.

## 5. COMPLIANCE WITH DIRECTIONS

You agree to comply with all directions or instructions we notify you of from time to time regarding your access to and use of the Website (including any notice provided via the Website).

## 6. DATA

If You upload Data to the Website or otherwise submit Data to us, then You grant us a worldwide, non-exclusive, perpetual, transferable, royalty free licence to make use of the Data, and intellectual property rights subsisting in the Data, for the purposes of, and as contemplated by, these Terms. You agree to our use of the Data in accordance with the Privacy Policy. By visiting the Website, we may collect certain data regarding your visit to the Website which will be used by us to assisting with making improvements to the Website. The Website may use cookies to collect data on how a user access and uses the Website.

## 7. CONTENT

You agree not to do any of the following (unless expressly permitted under these Terms or if You have obtained our prior written consent):

- a) copy, reproduce, replicate, post or redistribute the Content or any portion thereof;
- b) modify, copy, distribute, transmit, reproduce, publish, license, create derivative works from, transfer, sell or re-sell any Content obtained or derived from or through this Website;
- c) use this Website or the Content for any commercial purpose; or
- d) access, monitor or copy any Content using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.

## 8. TERMINATION

We may at any time and without any obligation to give notice to You:

- a) temporarily suspend or disable the Website or Your access to the Website; or
- b) permanently cease operating the Website.

You agree that You cannot make any claim against us for any Loss suffered by You as a result of any action taken by us pursuant to this clause 8.

## 9. VARIATION

We may, at our sole discretion, vary or modify these Terms by posting the updated Terms on this Website. Any subsequent access to, or use of, this Website by You will constitute an acceptance of those varied Terms. You acknowledge and agree that we may, in our sole discretion, vary the features of functionality of this Website from time to time without any requirement to provide prior notice of the variation to You.

## 10. LINKS

This Website may contain links to third party websites. These links are provided for convenience only and may not remain current or be maintained. These links do not indicate expressly or impliedly, any endorsement by us of the third party websites or the products and services provided on such websites. We are not responsible for the content or privacy practices associated with linked websites. You acknowledge and agree that all access to and use of any such third party websites and use of the website's products and services is solely at Your own risk.

## 11. ERRORS AND DEFECTS

We do not guarantee that access to this Website will be uninterrupted or error free. The operation and functioning of our Website is reliant on our own, and our technology and telecommunications partners', operational processes in respect of computers, computer networks and telecommunications. Disruptions to these processes may result in our Website being unavailable from time to time and You acknowledge that You may not be able to access the Website or any associated accounts or related services during such periods.

## 12. SECURITY

Data transmissions over the internet cannot be guaranteed to be totally secure. Whilst we strive to protect information You transmit to us or which we store, we do not warrant and cannot ensure the security of such information.

## 13. LIABILITY

Nothing in these Terms should be interpreted as attempting to exclude, restrict or modify Your rights to make a claim in respect of any consumer guarantees or other applicable provisions of the Australian Consumer Law. If You are a Consumer and the goods and services which we provide You in respect of Your access to and use of the Website are Non PDH Goods and Services, then our liability to You in relation to any claim relating to Your access and use of this Website and the Content is limited, at our option to:

- a) the supplying of the relevant services again; or
- b) the payment of the cost of having the relevant services supplied again.

If You do not access this Website and the Content as a Consumer, then to the extent permitted by law, we exclude all liability for any Loss incurred by You, however caused (including by our negligence), suffered by You in connection with Your access and use of this Website and the Content. This clause applies even if we knew or ought to have known that the relevant Loss would be suffered.

## 14. CONSEQUENTIAL LOSS

You agree that (subject to clause 13) we will not be liable for any consequential, indirect, special or other similar loss in relation to Your use of the Website or the Content, including loss of profits, loss of data, revenue or opportunity.

## 15. FORCE MAJEURE

We will not be liable for a failure in the performance of obligations under these Terms by reason of strikes, riots, fire, explosions, acts of God, war, governmental action, telecommunications or internet outages or any other cause which is beyond our reasonable control.

## 16. OVERSEAS ACCESS

The Website may be accessed throughout Australia and overseas. We make no representations that the Content or the Website complies with the laws of any country outside Australia. If You access the Website from outside Australia, You do so at Your own risk and are responsible for complying with the laws in the place where You access the Website.

## 17. GENERAL

- a) You may not assign Your rights or obligations under these Terms.
- b) If any provision of these Terms is invalid or not enforceable in accordance with its terms, it is to be read down, if possible, so as to be valid and enforceable and will otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.
- c) All terms implied by law, except those that cannot be lawfully excluded, are excluded.
- d) No provision of these Terms will be construed to the disadvantage of us merely because we were responsible for the preparation of the Terms or the inclusion of the provision in the Terms.
- e) You must ensure that Your use of this Website complies with all applicable laws and regulations.
- f) These Terms are governed by, construed and enforced in accordance with the laws of Victoria. You submit to the non-exclusive jurisdiction of the courts of Victoria.

## 18. DEFINITIONS

In these Terms, unless the context requires otherwise:

**Content** means any information, material and content on this Website, including without limitation, information, text, graphics, materials, audio visual and other content available on the Website.

**Consumer** has the meaning given in section 3 of the Australian Consumer Law.

**Data** means all data, information, content or communications transmitted, uploaded or inputted to the Website by You or on Your behalf or otherwise as a result of Your use of the Website.

**Loss** means any loss, liability, cost, claim, expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent and whether direct or consequential.

**Non PDH Goods or Services** means goods or services which, for the purposes of the Australian Consumer Law, are not of a kind ordinarily acquired for personal, domestic or household use or consumption.

**Privacy Policy** means the privacy policy of Frais Capital which can be accessed from Frais Capital on request.

**Terms** means these terms of use (as varied or updated by us from time to time).

**Unacceptable Content** means files with any viruses, malicious code or other conditions which could damage or interfere with data, hardware or software.

**You or Your** means the person who wishes to have access to this Website subject to these Terms.