

# TERMS OF USE

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## TERMS OF USE

### 1. AGREEMENT BETWEEN YOU AND EASYEQUITIES

- 1.1 The EasyEquities Website is comprised of various web pages operated by EasyEquities.
- 1.2 The EasyEquities Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the EasyEquities Website constitutes your agreement to all such terms, conditions, and notices.

### 2. MODIFICATION OF THESE TERMS OF USE

EasyEquities reserves the right to change the terms, conditions, and notices under which the EasyEquities Website is offered, including but not limited to the charges associated with the use of the EasyEquities Website.

### 3. LINKS TO THIRD PARTY SITES

The EasyEquities website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of EasyEquities and EasyEquities is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. EasyEquities is not responsible for webcasting or any other form of transmission received from any Linked Site EasyEquities is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EasyEquities of the site or any association with its operators.

### 4. USE OF CREDIT AND DEBIT CARDS

- 4.1 Whenever you are required to make a payment to EasyEquities in respect of your account with EasyEquities or any trading activities we may accept payment by credit or debit card. If we agree to accept payment by credit card or debit card, payment will be processed online through the EasyEquities Website by means of entering your credit or debit card details for authorisation. Only funds received net of any bank charges will be credited to your account. Unless otherwise specified in the Cost Profile (as published on the EasyEquities Website), you will be responsible for payment of the transaction fees, levied against EasyEquities, arising from your use of a credit card to make payment.
- 4.2 We cannot guarantee that the EasyEquities Website will always be available. In particular, we do not warrant continued availability or uninterrupted access to the Website. You hereby indemnify us against any losses, damages, costs, fees, charges or liabilities which you may incur as a result of any delay or inability to effect an online credit or debit card payment caused by the Website being unavailable or inaccessible (whether temporary or permanently). Where you are unable to effect an on-line credit or debit card payment for any reason, you are obliged to satisfy your payment obligations to EasyEquities using another means of payment acceptable to us (for example, electronic funds transfer, cash deposit or cheque where acceptable).
- 4.3 Your personal information and credit card details will be kept in the strictest confidence. We undertake that we have taken all reasonable precautions to secure the credit card processing that is carried out online. However, we cannot be held responsible for security breaches occurring on your electronic device (personal computer or other electronic device used to browse the Website or effect payments), which may result due to the lack of adequate virus protection software or spyware that you may inadvertently have installed on your device.

### 5. USE OF COMMUNICATION SERVICES

- 5.1 The EasyEquities Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- (1) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
  - (2) Publish post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
  - (3) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
  - (4) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
  - (5) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
  - (6) Conduct or forward surveys, contests, pyramid schemes or chain letters.
  - (7) Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
  - (8) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
  - (9) Restrict or inhibit any other user from using and enjoying the Communication Services.
  - (10) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
  - (11) Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
  - (12) Violate any Applicable Laws or regulations.
- 5.2 EasyEquities has no obligation to monitor the Communication Services. However, EasyEquities reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion.
- 5.3 EasyEquities reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- 5.4 EasyEquities reserves the right at all times to disclose any information as necessary to satisfy any Applicable Law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in EasyEquities sole discretion.
- 5.5 Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. EasyEquities does not control or endorse the content, messages or information found in any Communication Service and, therefore, EasyEquities specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized EasyEquities spokespersons, and their views do not necessarily reflect those of EasyEquities.

## **6. MATERIALS PROVIDED TO OR POSTED AT ANY EASYEQUITIES WEBSITE**

- 6.1 Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.
- 6.2 EasyEquities does not claim ownership of the materials you provide to EasyEquities (including feedback and suggestions) or post, upload, input or submit to any EasyEquities Website or its associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting EasyEquities, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

- 6.3 No compensation will be paid with respect to the use of your Submission, as provided herein. EasyEquities is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in EasyEquities sole discretion.
- 6.4 By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **7. LIABILITY DISCLAIMER**

- 7.1 The information, software, products, and services included in or available through the EasyEquities Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. EasyEquities and/or its suppliers may make improvements and/or changes in the EasyEquities Website at any time. Advice received via the EasyEquities Website should not be relied upon for personal, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- 7.2 EasyEquities and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the EasyEquities Website for any purpose. To the maximum extent permitted by Applicable Law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. EasyEquities and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 7.3 To the maximum extent permitted by Applicable Law, in no event shall EasyEquities and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the EasyEquities Website, with the delay or inability to use the EasyEquities Website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the EasyEquities Website, or otherwise arising out of the use of the EasyEquities Website, whether based on contract, delict, negligence, strict liability or otherwise, even if EasyEquities or any of its suppliers has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the EasyEquities Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the EasyEquities Website.
- 7.4 SERVICE CONTACT: helpme@easyequities.com.au

## **8. TERMINATION/ACCESS RESTRICTION**

EasyEquities reserves the right, in its sole discretion, to terminate your access to the EasyEquities Website and the related services or any portion thereof at any time, without notice.

## **9. GENERAL**

- 9.1 These terms of use will be governed and construed in accordance with applicable laws without reference to any conflict of law provisions and you agree that the courts of the New South Wales, Australia shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of the EasyEquities Website and these terms of use.
- 9.2 You agree that no joint venture, partnership, employment, or agency relationship exists between you and EasyEquities as a result of these terms of use or use of the EasyEquities Website. EasyEquities performance under these terms of use is subject to existing laws and legal process, and nothing contained in these terms is in derogation of EasyEquities right to comply with governmental, court and law enforcement requests or requirements relating to your use of the EasyEquities Website or information provided to or gathered by EasyEquities with respect to such use.
- 9.3 If any part of these terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms shall continue in effect.
- 9.4 Unless otherwise specified herein, these terms constitute the entire agreement between the user and EasyEquities with respect to the EasyEquities Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and EasyEquities with respect to the EasyEquities Website. A printed version of

these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these terms and all related documents are drawn up in English.

#### **10. INTERCEPTION AND MONITORING**

To the extent permissible in law, you agree that your communications on this Website may be intercepted, by any competent authority.

#### **11. PRIVACY**

Your use of the EasyEquities Website is further subject to the privacy provisions contained in the EasyEquities Terms and Conditions published on the EasyEquities Website.

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