

Website Terms of Use

Introduction

This website is owned, operated and controlled by Fiduciary Financial Services Pty Ltd ACN 003 624 888 (referred to as Fiduciary, we, our or us).

These are the terms of use applicable to you and Fiduciary when you browse the Fiduciary website.

By using this website, you agree to be bound by these terms of use.

1. Accuracy of information

Some information on this website has been prepared from a wide variety of sources, which to the best of our knowledge and belief (after conducting reasonable investigations) is accurate. You should make your own enquiries regarding the information contained on this website and we strongly suggest you seek financial advice before acting upon any such information.

We have made every effort to ensure the reliability of information contained on our website and electronic communications. All information on the website represents our views at the date of publication and may change without notice.

2. Indemnity

You agree to indemnify us in respect of any liability incurred by us for any loss, cost, damage, or expense arising under any theory of liability (including but not limited to tort, statute, equity or contract) we suffer as a result of your negligent or wrongful acts or omissions, or your breach of these terms of use or any other terms and conditions you agree to prior to using our services.

3. Limitation of liability

To the maximum extent permitted by law, our liability to you for any and all claims arising out of or in connection with the website content excludes all liability for any loss or damage of any kind, regardless of whether the liability arises under any breach of contract, tort (including negligence) or any other cause of action.

Neither party is liable to the other for any consequential or indirect loss including, but not limited to, loss of profit, loss of accrued employment rights, lost opportunity cost or loss of enjoyment.

4. Intellectual property

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any part or portion of the website.

You acknowledge and agree that the website contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by us or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the website, in whole or in part.

We grant you a personal, non-transferable and non-exclusive right and license to use the content on the website provided that you do not (and do not allow any third party to) copy, modify, create a derivative work

of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the website content.

5. Privacy and cookies

Your privacy and security is important to us. Refer to our Privacy Policy for information about how we handle personal information we hold about you.

In addition to the information you provide us, we also use technology to collect anonymous information about the use of the website. For example when you browse the website our service provider logs your server address, the date and time of your visit, the pages and links accessed and the type of browser used. It does not identify you personally and we only use this information for statistical purposes and to improve the content and functionality of the website, to better understand our customers and the market in which we operate in order to ensure our services continue to meet customer needs and expectations.

In order to collect this anonymous data we may use “cookies”. Cookies are small pieces of information which are sent to your browser and stored on your computer’s hard drive. Sometimes they identify users where the website requires information to be retained from one page to the next. This is purely to increase the functionality of the website. Cookies by themselves cannot be used to discover the identity of the user. Cookies do not damage your computer and you can set your browser to notify you when you receive a cookie so that you can decide if you want to accept it. Cookies allow the website to recognise your computer when you return in the future.

6. Disclaimer of warranties

You expressly understand and agree that:

- a. Your use of the website is at your sole risk. The website is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, we expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability and non-infringement.
- b. We make no warranty that (i) the website will meet your requirements, (ii) the website will be uninterrupted, timely, secure, or error-free, (iii) the quality of any products, services, information, or other material purchased or obtained by you through the website will meet your expectations, and (iv) any errors in the website will be corrected.
- c. No advice or information, whether oral or written, obtained by you from us or through or from the website shall create any warranty not expressly stated in this terms of use.

7. Trademarks

The Fiduciary logo, trademarks and service marks and other Fiduciary logos and product and service names (the “Fiduciary Marks”) are trademarks of Fiduciary. You must not display or use in any manner the Fiduciary Marks or the marks of any other third parties that are displayed, without our prior written consent.

8. Third party websites

Our website may contain links to other websites not owned, operated or controlled by us and we do not own, operate, control, endorse or approve any such third party websites or their content. We do not provide any warranty or take any responsibility for third-party websites or their content.

9. Governing law

These terms of use shall be governed by the laws of the State of Victoria, Australia without regard to its conflict of law provisions. You and Fiduciary agree to submit to the personal and exclusive jurisdiction of the courts of Victoria.