

11 February 2015

## Terms & Conditions

### 1. Introduction

These terms of use ("**Terms**") govern your use of the Wealth Defender Equities Limited ACN 602 517 528 ("**WDE**") website - <http://wealthdefenderequities.com.au/> ("**Site**") and all associated pages. Your use of this Site will mean you accept these Terms.

### 2. Acceptance of Terms and Privacy

These Terms must be read in conjunction with any other notices, disclaimers and policies displayed elsewhere on this Site.

You should check these Terms periodically for changes, as we reserve the right to modify these Terms at any time. Amendments will become effective immediately upon notification on this Site. The date of the current version of these Terms is noted above. Your use of this Site following any modifications to these Terms will mean you accept these Terms as amended.

If you do not agree to these Terms, which include our Privacy Policy, you must immediately refrain from using this Site.

We process personal information that you provide to us only in accordance with our Privacy Policy. By using this Site, you consent to such processing and you warrant that all data provided by you is accurate.

WDE reserves the right to modify this Site from time to time, for any reason, and without notice. WDE will not be liable to any person if for any reason this Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to this Site. You are also responsible for ensuring that all persons who access this Site through your internet connection are aware of these Terms and that they comply with them accordingly.

### 3. Linked Sites

WDE may provide links to third parties' websites ("**Linked Sites**"). Those links are provided for convenience only and may not remain current or may not be maintained. Unless otherwise notified on this Site, Linked Sites are not reviewed, controlled or examined by WDE in any way. WDE is not responsible for the content, privacy practices, availability, advertising, products or other materials on any such Linked Sites, or any links on the Linked Sites.

Except as otherwise explicitly stated on this Site, WDE's link with Linked Sites does not imply WDE's endorsement of, or association with, the Linked Sites. It is your sole responsibility to comply with the appropriate rules and guidelines, if any, applicable to the use of the Linked Sites.

In no event shall WDE be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of links to the Linked Sites, the Linked Sites themselves, or the information or material accessed through the Linked Sites. You should direct any concerns to the relevant Linked Site's administrator or Webmaster. WDE reserves the exclusive right, in its sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from this Site and/or introduce different features or links.

### 4. Disclaimer

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WDE cannot accept responsibility for a number of matters relating to this Site because they are outside of the reasonable control of WDE.

All information provided by WDE on this Site is provided in good faith, without any guarantees, conditions or warranties as to its accuracy. You accept that any information provided by WDE is general information and is not in the nature of advice. WDE derives its information from sources which WDE believes to be accurate and up to date as at the date of publication, and WDE reserves the right to update this information at any time.

## **5. Limitation of Liability**

Certain statutory warranties under consumer protection laws including the Australian Consumer Law will be implied for the benefit of consumers. Nothing in these Terms is intended to exclude or restrict the application of such laws but WDE does not give any guarantee or warranties or make any representation of any kind, express or implied, with respect to use of this Site outside these laws.

Subject to claims available under consumer protection laws including the Australian Consumer Law:

- WDE is not liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, indirect, consequential, economic or any other kind of loss) however caused, even if foreseeable, and which is suffered directly or indirectly in connection with the use or inability to use this Site.
- WDE is not liable for disruptions to this Site.
- WDE is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Site or an external site. You must take your own precautions to ensure that whatever you select for use from this Site is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

## **6. Viruses, Hacking and Other Offences**

You must not misuse this Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Site, the server on which this Site is stored or any server, computer or database connected to this Site. If you engage in such conduct, your right to use this Site will cease immediately.

WDE will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to use of this Site, or on any website linked to this Site.

## **7. Intellectual Property Rights**

The material contained on this Site is protected by copyright. You may use this Site only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on this Site, or create any other material using material on this Site, without obtaining the prior written consent of WDE.

Trade marks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining the prior written consent of WDE.

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This Site, products, technology and processes contained in this Site may be the subject of other intellectual property rights owned by WDE or by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of this Site must not in any way infringe the intellectual property rights of any person.

When you post or transmit material on this Site, you assign all copyright that subsists in such material to WDE, which WDE may then assign to a third party. To the extent necessary, you consent to any acts by WDE or WDE's licensees or assignees that may infringe your moral rights in the material that you creates (for example, WDE may not always be able to identify you as the author of the material that you create and submit to this Site).

## **8. Cookies**

Cookies are small pieces of data stored on the web browser on your computer. This Site may store cookies on your web browser.

The main reasons WDE stores cookies are to:

- Improve your use of the Site. For example, to remember your site preferences for your next visit to the Site; and
- Gather statistics on Site usage. For example, page views and drop off points so WDE can monitor Site usage and make improvements to Site usability.

You can set up most web browsers so you are notified of when a cookie is received, so you can then either accept or reject it. You can also check the cookies stored by your web browser and remove any that you do not want.

If you disable the use of cookies on your web browser or remove or reject specific cookies from this Site or linked sites, then you may not be able to gain access to all the content and facilities of this Site.

## **9. Governing law**

These Terms are governed by the laws in force in New South Wales, Australia.

You accept that any disputes about this Site or its contents are to be determined by the courts having jurisdiction in New South Wales, Australia in accordance with the laws in force in New South Wales, Australia (except any principle of conflict of laws inconsistent with this requirement).

This Site may be accessed throughout Australia and New Zealand. WDE makes no representation that the content of this Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access this Site from outside Australia, you are responsible for ensuring compliance with all laws in the place where you are located.

## **10. General**

WDE accepts no liability for any failure to comply with these Terms where such failure is due to circumstances beyond the reasonable control of WDE.

You must do all things, including sign such documents, as may be required to assure the rights of WDE, and those rights of any third party beneficiary, under these Terms.

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If WDE waives any rights available to it under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining provisions of these Terms will nevertheless continue in full force.

**11. Australian and New Zealand investors only**

The information provided on this Site is only for:

- Australian residents and Australian citizens who are located in Australia; and
- New Zealand residents and New Zealand citizens who are located in New Zealand.

The information provided on this Site is not an invitation to enter into a legal agreement of any kind. The statements and information on this Site do not constitute a recommendation, offer or invitation to invest in any investment, security or product of WDE.

**12. US persons and the rest of the world (excluding Australia and New Zealand)**

Access to this Site may be restricted by law in certain jurisdictions. This Site cannot be accessed in the United States of America or its territories, nor can this Site be accessed by US residents. The statements and information on this Site do not constitute a recommendation, offer or invitation to invest in any investment, security or product of WDE in the United States of America or to any US resident.

Thank you for visiting the Wealth Defender Equities Limited Site