

## 1. Use of Unhedged

Use of the Unhedged website and the accompanying mobile application (collectively, site) is provided and/or facilitated by Unhedged Pty Ltd ACN 646 541 362 (Unhedged), (collectively, we, us, our or ourselves) and is subject to the following terms and conditions and any other directions or rules for use of the site that may apply from time to time (collectively, terms).

Please read these terms carefully. If you have any questions, please contact us so we can clarify and update anything that is unclear. When you access the site (other than to read these terms for the first time), it is considered you have agreed to and are bound by these terms.

### Important information

#### General

You use the site at your own risk. To the maximum extent permitted by law, no member of Unhedged or any of their directors, employees, agents, related bodies, third party content providers or licensors makes any express or implied representation or warranty about, or will be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with, the site, its use, its content or any products or services (including our products or services) referred to on the site. This includes but is not restricted to, loss or damage you might suffer because of:

- reliance on the completeness, accuracy, suitability or currency of the site or its content
- failure or delay of performance in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to data
- accessing any sites or servers maintained by other organisations through links on the site
- defamatory, threatening, offensive or unlawful conduct of third parties, or
- breach by us of our Privacy Policy.

#### Access

We may suspend or remove access to the site at any time. We are not liable, for any reason, if the site is unavailable or any functionality of the site is restricted or impaired.

#### No advice

The site has been prepared for general promotional purposes only and is not a recommendation to buy, or an offer or solicitation to sell, any financial product.

The site is intended to provide general information and must not be construed as general or specific investment or professional advice. No direct or implicit recommendations are provided in the site's information.

The site has been prepared without considering the personal objectives, financial situation or needs of any person. We recommend you obtain financial advice specific to your situation before making an investment decision.

#### Product Disclosure Statement

The product disclosure statement (PDS) for any financial product referenced on the site forms the complete and definitive source of information in relation to those products. In the event of any inconsistency between information on the site and information contained in the PDS, the PDS will prevail. You agree the PDS and any other information relating to our financial products may be sent to you by email only.

### Liability

#### Exclusion of implied warranties

To the maximum extent permitted by law, we exclude all warranties that otherwise would be implied in any transactions for the supply by us of information, products or services offered on the site including warranties of satisfactory quality, merchantability, and fitness for purpose.

#### Limitation of our liability (if any) to you

To the maximum extent permitted by law, our total liability to you (if any) for loss, damage or reliance will be limited, at our election, to:

- in the case of information or services supplied or offered by us for a fee – the resupply of the information or services or payment of the cost of doing this. To the maximum extent permitted by law, we accept no, and exclude all, liability for information or services supplied or offered by us for free
- in the case of goods supplied or offered by us for a fee – repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this. To the maximum extent permitted by law, we accept no, and exclude all, liability for goods supplied or offered by us for free.

### Privacy

You agree to provide true, accurate, current and complete information about yourself and your accounts maintained by third parties and you agree to not misrepresent your identity or your account information held with third parties.

Any personal information we collected in connection with the site or otherwise will be dealt with in accordance with our Privacy Policy.

You agree we may collect and use technical data and related information, including but not limited to technical information about:

- your smartphone and other hardware devices
- your systems and other application software

to facilitate the provision of software and other updates to the site.

### **Third party links and materials**

There are links to other sites within the site. You agree:

- those links are provided for convenience only and may not remain current or be maintained
- we are not responsible for the content or privacy practices associated with linked sites and have no control over those sites
- those links are not an endorsement, approval or recommendation by us of the owners or operators of linked sites, or of any information, graphics, materials, products or services referred to or contained on linked sites
- you indemnify us against any loss or damage we suffer that results from your use of linked sites in a way that breaches the terms and conditions that govern their use.

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## **User Conduct**

### **Lawful and authorised use only**

You must only use the site for lawful purposes and for the purposes explicitly outlined and authorised in the site, including in these terms. If any part of the site requires you to provide a username and password to access or use any part of the site, you must keep that username and password confidential and not provide them to anyone other than us. You must immediately let us know if you believe your password is known to someone else or, is at risk of unauthorised use.

You are authorised to:

- download and view content
- register your interest in receiving further information from us in relation to products or services we may offer you (or invite offers from you) in the future, and
- use the software included in the site for your own personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. You must not exploit any of our site materials for commercial purposes without our prior written permission.

You are not authorised to copy, broadcast, reproduce, republish, store (in any medium), transmit, broadcast, distribute, sell, lease, licence, show or play in public, adapt or change in any way the content of, or create a derivative work from, the site for any other purpose unless we have provided prior written consent and you have also received permission of any other relevant rights' owner. You must not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code of the site.

This prohibition does not extend to materials on the site that are defined as freely available for re-use or replication, subject to conditions we specify.

Any contributions made by you to the site must:

- be accurate (where they state facts)
- be genuinely held (where they state opinions)
- not be misleading or deceptive
- comply with applicable law in any country from which they are made.

## General prohibitions

You must not use or contribute to the site, or any tools or applications offered through the site, in a manner that:

- violates or infringes the rights of others including their intellectual property, privacy and publicity rights
- is unlawful, fraudulent (or has any unlawful or fraudulent effect), threatening, discriminatory, sexually explicit, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person
- encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law
- impersonates any person or misrepresents your identity or affiliation with any person (including us)
- transmits or procures the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation including spam
- restricts or inhibits any other user from using or enjoying the site
- affects the functionality or operation of the site or its servers or the functionality or operation of any users' computer systems (for example, by transmitting a computer virus or other harmful component, knowingly or otherwise
- breaches any standards, content requirements or codes of any relevant authority, including authorities that require us to take remedial action under any applicable industry code.

We have the right to disable any user identification code or username or terminate or restrict your access to the site if, in our opinion, you have failed to comply with any of these terms and conditions. We also reserve the right to remove and delete any content you put on the site.

## Co-operation with authorities

We reserve the right to co-operate fully with any law enforcement authority in any jurisdiction in respect of a lawful direction or request to disclose the identity or other information about anyone posting materials the authority claims violate applicable law.

Your responsibilities under laws affecting you

You are responsible for ensuring your use of the site is lawful, does not infringe any third party's rights and does not breach any standards, content requirements or codes promulgated by any relevant authority (including relevant internet industry codes of practice).

## Contacting us and complaints

If you have any feedback, questions or concerns in relation to these terms of use, please contact our customer support team at: [help@unhedged.com.au](mailto:help@unhedged.com.au), 710 Collins street, Docklands, Victoria, 3008.

## Changes to these terms and conditions

We reserve the right to withdraw or amend, update or change the functionality or content of the site at any time without notice.

We may change these terms at any time, without notice. An up-to-date version of these terms will be available on our website.

You are responsible for keeping up to date with any changes by regularly reviewing these terms. If you access the site after any changes are posted, you agree to all changes (including those which you are then unaware have been posted).

## Miscellaneous

### Applicable law

The site, excluding any linked third party sites, is controlled by us from Australia.

Any disputes must be determined by the courts having jurisdiction in Victoria (Vic), Australia, in accordance with laws in force in NSW. You irrevocably and unconditionally submit to this jurisdiction.

### Unenforceable terms

If any of these terms are found by a court to be invalid or unenforceable, the invalidity or unenforceability will not affect the remaining terms.

### No offers where illegality arises

Nothing on the site constitutes an offer to provide goods or services in any jurisdiction if doing so would contravene the laws of that jurisdiction.

### Site or content may be unlawful outside Australia

We do not warrant the content of the site complies with the laws of any other country. If you access the site from outside Australia, you do so at your own risk and accept responsibility for ensuring or confirming compliance with all laws that apply to you because of that access or any consequent transactions or dealings with us.