



## Website Terms

These terms and conditions (**Terms**), together with the other Legal Documentation displayed on [www.interfinanz.com.au](http://www.interfinanz.com.au) (the **Site**), govern your access to and use of the Site. You should carefully read and understand these Terms before using the Site. We may change or update these Terms at any time. You can accept these Terms or any changes to these Terms by using or continuing to use the Site. We will treat your use or continued use of the Site as acceptance of the Terms or updated Terms. If you do not accept the Terms or any changes to the Terms you must not use or continue to use the Site.

These Terms were last updated on 16 August 2010.

### Definitions

In these Terms, where otherwise not defined:

**Confidential Information** means all information disclosed or otherwise made available by a party to the other party or its Representatives for or in connection with this Site including:

- any methodology produced or developed by Interfinanz for you;
- any Material provided on a confidential basis;
- any technical, commercial, financial or other information of or about a disclosing party or any of its products or services;
- any trade secrets, know-how and other information relating to the business, business processes or other affairs of a disclosing party; and
- information which, either orally or in writing, is designated or indicated as being proprietary or confidential information,

but does not include information that:

- is in the public domain as at the date of your acceptance of these Terms or which subsequently comes into the public domain (other than because of a breach of any obligation of confidence owed to Interfinanz); or
- a receiving party can demonstrate by evidence in writing:
  - was in the possession of the receiving party as at the date of your acceptance of these Terms independent of the disclosing party;
  - subsequently comes into the possession of the receiving party through a third party who does not owe any obligation of confidence to Interfinanz in respect of that information; or
  - a receiving party is required by law to disclose.

**Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, and all other intellectual property rights, whether registered or not, whether registrable or not and wherever those rights may exist in the world.

**Interfinanz, we, us** and our means Interfinanz Pty Ltd (ACN 104 080 159) of Level 4, 520 Collins Street, Melbourne Victoria 3000.

**Material** means any reports, items, products, works or information of whatever nature produced or developed by Interfinanz, whether solely or jointly with others, including without limitation text, drawings, illustrations, images, photographs, audio, video and any combination of these or other material, whether in documentary, visual, oral, machine-readable, electronic or other form together with all copies or reproductions.

**Member** means a member holding an account with Interfinanz accessed via a designated username (**Username**) and password (**Password**).

**Privacy Laws** means the *Privacy Act 1988* (Cth) (as amended from time to time), *Information Privacy Act 2000* (Vic) and other guidelines issued by the Federal Privacy Commissioner from time to time.

**Privacy Policy** means Interfinanz's Privacy Policy which can be found at [www.interfinanz.com.au](http://www.interfinanz.com.au).

**Representative** of a party includes an employee, agent, auditor, adviser, partner, consultant, joint venturer, contractor, sub-contractor or Related Entity of that party.

**Related Entity** has the meaning it has in the Corporations Act 2001 (Cth).

**You** means the person accessing or using this Site and **your** has a corresponding meaning.

## Using the Site

You must provide and maintain all of your telephone lines, modems, computer hardware, software and any other equipment or facilities necessary for you to access and use this Site.

You agree that you will not engage in any activity that interferes with or disrupts the Site or its services (or the servers and networks which are connected to the Site).

If you are using the Site on behalf of or on the premises of another person (for example, your employer) you must be authorised to use the Site and enter into these Terms on behalf of that person.

## Your use of the Site as a Member

If you are a Member,

- you may use your Username and Password to access certain areas of the Site and account. You may only use your Username, Password and/or account to:
  - access and use Members-only areas of the Site including your account;
  - instruct us; or
  - make requests in relation to our services.

Any other use of your Username, Password or account is not permitted;

- you agree and understand that you are responsible for maintaining the security and confidentiality of your Password;
- you agree and acknowledge that you will be solely responsible for all activities that occur under your Username or account;
- if you become aware of or suspect any unauthorised use of your Username, Password or account, you must notify us immediately; and
- you agree to assist us in making appropriate security checks where reasonably required to verify account-related instructions, requests and activities.

If your Password becomes known by an unauthorised person as a result of your act or omission or your failure to comply with these Terms, you will be liable for all unauthorised use of the Site or your account, whether such use occurs before or after you notify us.

You authorise us to act on any instruction we receive which is given using your Username or through your account. This applies whether or not the instructions were actually given by you. Interfinanz may, but is not required to:

- inquire about or attempt to verify the authenticity of any instruction or request; and
- refuse to act on any instruction or request if in our opinion this is justified.

We keep computer records of the communications between you and us, including your instructions and our responses, and the time of these communications. Unless there is an obvious error, these records will be conclusive and you agree that the records may be used as evidence in the event of a dispute. You agree that we may record telephone conversations which may be used as evidence in the event of a dispute.

### **Site contents**

The information and Material on this Site:

- is provided for your general information only and does not constitute advice. The information does not take into account your particular circumstances, needs or objectives. You should assess, or obtain independent advice on, whether the information is appropriate in light of your individual circumstances before acting on any of the information;
- is current at the date of publication but may be subject to change; and
- is prepared for Australian residents only except where otherwise stated.

We may at any time without giving prior notice to you delete, alter or move content on the Site. Whilst we seek to maintain accurate, correct and up-to-date information, we do not warrant that the information is error free or up-to-date.

### **Third party material**

References to other sites are provided for your convenience only and do not constitute or imply endorsements of any other organisation or any affiliation between Interfinanz and any other organisation. Similarly, any omission should not be construed as non-endorsement. We do not control and are not responsible for the content of any other site accessed via links or references on this Site.

Where we rely on third parties to provide certain content on this Site, we are not responsible for the accuracy of such content. We will not be liable for any loss arising from any reliance on content provided by third parties.

### **Availability of Site**

Whilst we endeavour to provide continuous access to the Site, we do not warrant that your access will be uninterrupted, timely, secure or error free. Your access to this Site may be suspended in the case of system failure, maintenance, repair or any reason beyond our control.

We will provide reasonable notice of any planned interruption to the Site or its services.

### **Integrity of communications**

You are responsible for ensuring that all communications, whether in writing or in electronic or paper form, sent by you to us are complete and accurate. If you are or ought reasonably to be aware that a communication has been corrupted, you must re-transmit or re-send that communication as soon as practicable after becoming aware or having the reasonable apprehension that the communication has been corrupted, together with a clear indication that it is a corrected communication.

### **Limitation of liability**

You expressly understand and agree that your use of this Site is at your sole risk and that the Site and its services are provided "as is" and "as available".

To the maximum extent permitted by law:

- we disclaim liability for any direct, indirect or consequential loss or damage to any person arising out of any act or failure to act when accessing, using, relying on or dealing in any way with this Site, its contents and any Materials; and
- we do not warrant and do not represent that the contents of this Site, the Materials or third party websites are free from viruses or other defects. We provide content on the basis that you assume all responsibility for any loss, damage or consequence resulting directly or indirectly from the access to or use of the content or Material.

Interfinanz does not guarantee any rate of return from, or any increase in the value of, any product or investment referred to in the Site or any links to the Site.

Where liability cannot be excluded by law then our liability is, to the maximum extent permitted by law, limited at our option to:

- if the breach relates to goods:
  - the replacement of the goods or the supply of equivalent goods; or
  - the repair of such goods, and
  - if the breach relates to services:
    - the supplying of the services again; or
    - the payment of the cost of having the services supplied again.

## **Indemnities**

You indemnify and hold us indemnified against:

- all claims made by any person in connection with your access to or use of this Site, its contents or the Materials contrary to these Terms; and
- all expenditure, loss and damage incurred by us in connection with a breach by you of any part of these Terms.

## **Termination**

We may end these Terms or suspend, terminate or limit your access to the Site in our absolute discretion without notice for any reason including:

- if you breach any part of these Terms;
- if we are required to do so by law;
- if you use the Site for any activities which breach any laws, regulations, standards or codes, or infringe a third party's rights or privacy;
- if you store or transmit via this Site any material which interferes with other users' access to or use of the Site, including inappropriate, defamatory or offensive material;
- if you tamper with, hinder the operation of or make unauthorised modifications to the Site including the storage or transmission of any virus or disabling feature to this Site;
- if you make any fraudulent, speculative or vexatious enquiries;
- if you provide false information when registering your account as a Member;
- if you use another Member's Username, Password and/or account without permission; and
- if you attempt to do any of the above acts or permit another person to do any of the above acts.

The limitations of liability and disclaimers made by us in these Terms will survive termination of your access to the Site. If any of these Terms are invalid or unenforceable, the relevant term will be struck out and the remaining terms will remain in force. If we do not act in relation to a breach by you of these Terms, this does not waive our right to act with respect to subsequent or similar breaches.

If you want to terminate your agreement to these Terms, you may do so by notifying us in writing at any time.

## **Intellectual property**

You acknowledge and agree that we own all legal right, title and interest in this Site, its contents and all Materials, including all Intellectual Property Rights except where expressly stated otherwise.

You may reproduce a single copy of the Materials for your own personal, non-commercial use only. Except where permitted under the *Copyright Act 1968* (Cth) or other applicable laws, and except for the temporary copy held in your computer's cache and a single copy for your own personal use, the Material must not otherwise be used, stored, reproduced, published, altered, adapted or transmitted in any form or by any means in whole or part without our prior written consent.

'Interfinanz' and the 'Interfinanz circle device' are trade marks of Interfinanz. Any other trade mark appearing on this Site, except where indicated otherwise, belongs to Interfinanz and may be indicated by the appropriate symbol ® for registered trade marks or ™ for unregistered trade marks. These trade marks must not be used or modified in any way without our prior written permission.

You agree that you will not remove, obscure or modify any proprietary rights notices (including copyright and trade mark notices) affixed to or contained within the Site.

## **Confidentiality**

Each party acknowledges that it has no rights whatsoever to any Confidential Information belonging to the other party.

Each party must keep all Confidential Information of the other party secret and confidential. Neither party may use the Confidential Information of the other party except where expressly authorised. Each party must store all Confidential Information in a way that minimises the risk of unauthorised access.

Neither party may at any time for any reason publish or disclose or permit to be published or disclosed to any person or otherwise make use of the Confidential Information of the other party unless authorised in writing by the disclosing party.

Each party acknowledges that:

- a breach of confidentiality would be harmful to the business of the other party;
- monetary damages alone would not be a sufficient remedy for the breach; and
- in addition to any other remedy which may be available in law or equity the party who is seeking the remedy is entitled to interim, interlocutory and permanent injunctions or any of them to prevent the breach.

If a party is not sure if any information is Confidential Information, the party must assume that it is Confidential Information and that the obligations of confidentiality under these Terms apply.

Within 30 days of the termination or expiration of these Terms, each receiving party must, at the option of the disclosing party, return or destroy all Confidential Information of the disclosing party.

Each party must ensure that all of its Representatives who have or may have access to the Confidential Information belonging to the other party are aware of the confidential nature of that Confidential Information and treat that Confidential Information accordingly.

You must, if we request, procure a written undertaking in favour of Interfinanz from each Representative who has or may have access to the Confidential Information to observe and comply with the obligations of confidentiality.

### **Governing law**

These Terms and all matters relating to this Site are governed by and are to be construed according to the laws of Victoria, Australia. You consent to the non-exclusive jurisdiction of the courts of Victoria, Australia and the courts of appeal from them for determining any dispute concerning these Terms.