

## **Terms and Conditions**

Welcome to conexusfinancial.com.au Website. These Terms and Conditions include but are not limited to the Web, PDAs, mobile phones, smartphones, tablet PCs and RSS feeds. These Terms and Conditions apply whenever you access the Site, regardless of how you access the Site.

conexusfinancial.com.au is a Website owned by Conexus Financial Pty Ltd (“Conexus”, “we”, “us”, “our”), a private limited company, incorporated in Australia, [ABN 51 120 292 257]. The registered office is situated at Level 1, 1 Castlereagh Street, Sydney NSW 2000, Australia.

### **1. Use of this Website**

Please read the following Website Terms and Conditions, which relate to information regarding general use of our Website, before registering or using the Website or any other devices referred to above. By using this Website, you are agreeing to be bound by these Terms and Conditions. From time to time we may change these Terms and Conditions without prior notice, effective as soon as revisions are posted on our Website. Your continued use after such revisions will constitute acceptance by you of such changes. We recommend that you read these Terms and Conditions regularly.

You may use this Website for personal and non-commercial purposes only and subject to these Terms and Conditions, all applicable laws, rules and regulations and any agreements or terms with third parties to which you are subject.

### **2. Your licence to Conexus:**

The Website may provide you with an opportunity to share and upload, or submit to public forums, contests, polls, sweepstakes, programs or other aspects of the Website, your photos, videos, text and other information (collectively any submission or derivative thereof is referred to as “Content”). You hereby grant Conexus a perpetual licence to use, redact, republish, copy, sell, distribute, perform and distribute your Content and screen name, including any intellectual property contained therein, in any medium now known or hereinafter developed without payment or compensation to you and without seeking any further approval from you as part of the Website or in support of the Website through advertising and marketing. You acknowledge that nothing contained within your Content would require us to seek permission of a third party in order to use the Content as described in these Terms and Conditions. You also agree to waive any moral rights, or right to any residual payment associated with Content if such Content is published, sold, distributed, or otherwise commercially exploited.

### **3. Registration:**

Certain sections of this Website may require you to register. If registration is requested, you agree to provide accurate and complete registration information. It is your responsibility to inform Conexus of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page. Conexus does not permit:

- a) anyone other than you to use the sections requiring registration by using your name or password;
- or

b) access through a single name being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorised use. If you believe there has been unauthorised use, you must notify Conexus immediately by emailing [online@conexusfinancial.com.au](mailto:online@conexusfinancial.com.au)

#### **4. Intellectual property rights:**

The Content, layout, design, data and graphics on this Website are protected by Australian and other international copyright laws. Other than downloading a small proportion of Content, strictly for your personal non-commercial use, or where this amounts to “fair dealing”, no part of the Website may be reproduced, stored in a retrieval system or transmitted, in any form or by any means (electronic, mechanical, photocopying, recording and/or otherwise) without our prior written consent. Any authorised uses of Content must include the customary bibliographic citation, including author attribution, date, article, article title and the URL <http://www.conexusfinancial.com.au> and must include the copyright notices.

The Conexus trademarks and logos which are displayed on the Website are the trademarks of Conexus and its licensors. Any use, including framing, metatags or other text utilising Conexus trademarks or other trademarks displayed, is strictly prohibited without our (or our Licensor’s) express written consent.

#### **5. Browsers:**

If you are using one of the popular “offline browsers” that allow you to download Content from a site and read it later, please be aware that this amounts to only a small proportion of Content and is strictly for your personal non-commercial use. The present Terms and Conditions continue to apply to the use of “offline” downloaded Content.

#### **6. Your conduct**

You must not use the Website in any way that causes or is likely to cause the Website or access to it to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to us. You must use the Website for lawful purposes only. You must not use the Website for any of the following:

- a) Fraudulent purposes in connection with a criminal offence or otherwise unlawful activity.
- b) To send, use or re-use any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam.
- c) To cause annoyance, inconvenience or needless anxiety.

Conexus expects all of its users to be respectful of other people. If you notice any violation of these Terms and Conditions or other unacceptable behaviour by any user, you should report such activity to Conexus at [online@conexusfinancial.com.au](mailto:online@conexusfinancial.com.au) .

You are solely responsible for the Content that you post on the Website or transmit to other users and agree that you will not hold Conexus responsible or liable for any Content from other users that you access on the Website.

You may not resell use of, or access to, the Website to any third party.

From time to time certain aspects of the Website may involve voting through a variety of mechanisms potentially including Web-based and/or mobile voting. Conexus reserves the right to adjust the outcome of any voting associated with the Website if it believes, in its sole discretion, that any mechanism of fraud, abuse, or automated voting has influenced the result.

## **7. Postings in interactive areas of the Website:**

### *Disclaimer:*

This Website, the interactive areas, the Content, and postings are provided on an "as is, as available" basis. Conexus expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Conexus disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to:

- a) any errors in or omissions from this Website, the interactive areas, the Content, and the postings, including, but not limited to, technical inaccuracies and typographical errors;
- b) any third party Websites or Content therein directly or indirectly accessed through links in this Website, including but not limited to any errors in or omissions therefrom;
- c) any third party advertising or Content therein directly or indirectly accessed or displayed through the use of iframes or javascript or any other technology;
- d) the unavailability of this Website, the interactive areas, the Content, the postings, or any portion thereof;
- e) your use of this Website, the interactive areas, the Content, or the postings; or
- f) your use of any equipment or software in connection with this Website, the interactive areas, the Content, or the postings.

## **8. Limitation of liability:**

Conexus shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from your use of this Website, the Content, the postings, the advertising, the interactive areas, or any facts or opinions appearing on or through an interactive area. Conexus shall not be liable for any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever (including, without limitation, computer hardware, and legal fees) in any way due to, resulting from, or arising in connection with the use of or inability to use this Website, the interactive areas, the Content, the advertising or the postings. To the extent the foregoing limitation of liability is prohibited or fails of its essential purpose, Conexus's sole obligation to you for damages shall be limited to \$100.00.

## **9. Indemnification:**

You agree to fully indemnify and hold harmless Conexus Financial Pty Ltd and its related entities against any liabilities, claims, costs, loss (including consequential loss) or damage suffered or caused by reason of your reliance on any material posted in the feedback areas.

You agree to fully indemnify and hold harmless Conexus Financial Pty Ltd and its related entities against any liabilities, claims, costs, loss (including consequential loss) or damage incurred as a result of any material you post in the feedback areas, or as a result of any breach by you of these terms and conditions.

Notwithstanding any indemnity provided by you under these Terms and Conditions, Conexus and/or its related entities retain the right to assume the conduct of any defence to a claim brought against them, and of any proceeding or appeal issued by them, and you agree to provide all reasonable cooperation (including by making available relevant documents) that Conexus and/or its related entities may require from you in relation to any such claim, proceeding or appeal.

You agree to indemnify, defend and hold Conexus, its officers, directors, employees, agents, licensors, suppliers and any third party information to the Website harmless from and against all claims, losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of these terms of use by you.

## **10. Postings or blogs uploaded or submitted by you:**

### **a) Postings to be lawful.**

If you participate in interactive areas on this Website, you shall not post, publish, upload or distribute any postings which are unlawful or abusive in any way, including, but not limited to, any postings that are defamatory, libellous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offence, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or the regulations of the Australia Securities and Investments Commission, or any rules of any securities exchange such as the Australian Stock Exchange either intentionally or unintentionally. Conexus may delete your posting at any time for any reason without permission from you.

### **b) Postings to be in your name:**

Your postings shall be accompanied by your real name and shall not be posted anonymously. Notwithstanding the previous sentence, if the applicable registration page for your participation in an interactive area allows you to create a screen name, you may select and use a screen name that is not your real name, provided that you use your real name when registering for participation in the interactive area. Participants in interactive areas shall not misrepresent their identity or their affiliation with any person or entity. We reserve the right to delete any posting on our Site for any reason at any time without your prior permission.

### **c) No monitoring of postings:**

Conexus has no obligation to monitor or screen blog postings and is not responsible for the Content in such postings or any Content linked to or from such postings. Conexus however reserves the right,

in its sole discretion, to monitor interactive areas, screen postings, edit postings, cause postings not to be posted, published, uploaded or distributed, and remove postings, at any time and for any reason or no reason.

d) Non-commercial use only of interactive areas:

Any interactive area is provided solely for your personal or non-commercial use. Any unauthorised use of any interactive area of this Website, its Content, or postings is expressly prohibited.

#### **11. Errors and corrections:**

Conexus does not represent or warrant that this Website or the Content or postings will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. Conexus does not warrant or represent that the Content or postings available on or through this Website will be correct, accurate, timely, or otherwise reliable. Conexus may make improvements and/or changes to its features, functionality or Content or postings at any time.

#### **12. Third-party Content:**

Third-party Content (including, without limitation, postings) may appear on this Website or may be accessible via links from this Website. Conexus shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of Content contained in any third party Content appearing on this Website. Conexus Financial does not routinely monitor Third-party Content on this Website.

Third party links may include listings that can provide you with further information, or links that have been included in materials uploaded to the Website by a party other than Conexus. We encourage you to be aware of when you leave our Website and to read the Terms and Conditions and privacy statements of each and every Website that you visit. We are not responsible for the practices or the Content of such other Websites or services. You understand that the information and opinions in the third party Content is neither endorsed by nor does it reflect the belief or opinion of Conexus.

Further, information and opinions provided by employees and agents of Conexus in interactive areas are not necessarily endorsed by Conexus and do not necessarily represent the beliefs and opinions of Conexus.

#### **13. Advertisers:**

This Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this Website is accurate and complies with applicable laws. Conexus will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

#### **14. Termination of access:**

In addition to any right or remedy that may be available to us under these Terms and Conditions or applicable law, we may suspend, limit or terminate your account, or all or a portion of your access to

the Website, at any time with or without notice and with or without cause. In addition, we may refer any information on illegal activities, including your identity, to the proper authorities.

## **15. Personal information and privacy**

Conexus is committed to protecting your personal information. We want our services to be safe and enjoyable environments for everyone. This page answers some important questions about how we can collect, use and protect your personal details.

### *What information do we collect about you?*

When you interact with Conexus we sometimes receive personal information about you.

For example, if you write to us or sign up to an EDM, you might tell us who you are, how we can contact you and what you think of Conexus and its services.

When you use Conexus online services, we use cookies and collect IP addresses.

In addition to basic contact information, our analytics trackers may also collect other information. This may include the operating system you are working on, the Internet browser you are using, and the screen resolution of your computer.

If you choose to comment on Website stories through Twitter and/or Facebook Connect, we do not get access to your email address nor do we have any access to your personal data or private information.

### *How do we use your information?*

We will use your personal information for a number of purposes including the following:

- a) To contact you;
- b) To provide you with services (e.g. to send you a newsletter or a news alert, if you have asked for them or until you opt out);
- c) To personalise and improve the way Conexus Content is presented to you.

We will attempt to keep your identity confidential and generally we will only use your information within Conexus. We sometimes use third parties to provide services on our behalf and make every effort to ensure these services do not allow access to any sensitive information. Occasionally we may use some of your personal information in aggregate form, or otherwise, for audience profiling. Information may be made available to third parties in this manner.

## **16. When do we use cookies?**

- a) During the registration process

These cookies will hold information collected during your registration and will allow us to recognise you as a client and provide you with the services you require. We may also use this data to better understand your interests and tailor information suited to you, while online, and to enhance your visits to our Website.

b) On our Website

Our servers use two different types of cookies:

a) A “session-based” cookie that is allocated to your computer only for the duration of your visit to our Website which helps you to move around the Website faster and, if you're a registered customer, it allows us to give you information that is more relevant to you. This cookie automatically expires when you close down your browser.

b) A “persistent” cookie. These cookies will remain on your computer for a period of time set for each cookie.

This cookie allows us to:

a) Better understand your preferences so as to offer you more relevant promotional offers;

b) Identify your preferences when customising Content or functionality for you;

c) Confirm you are a registered user and save your login details when accessing certain services on our Website;

d) Collect statistics on the use of our services.

We may also use cookies and web beacons to ensure that our mailing tools are working properly.

**17. Your data protection choices:**

We won't contact you for marketing purposes, or promote new services to you unless you agree; you can opt out of receiving direct marketing from us at any stage. To reduce the information collected using cookies, we recommend activating the “Do Not Track” feature in your web browser. Where available, we will make every attempt to honour this service. Go to [www.donottrack.us](http://www.donottrack.us) for more information (note that this Website is not hosted or in any way related to Conexus).

**18. Governing law:**

These Terms and Conditions shall be construed and applied in accordance with the laws of New South Wales, Australia, and you consent to the exclusive jurisdiction of the New South Wales Courts to determine any matter or dispute which arises under these Terms and Conditions in accordance with the laws of New South Wales, Australia.

**19. Effective Date:**

These Terms of Use were last updated on September 22, 2011.