

TERMS & CONDITIONS

We are an authorised representative of Amalgamated Financial Services Pty Ltd ABN 42 060 673 814 AFS Licence and Australian Credit Licence no. 407238 (“**our Licensee**”), as shown in our Financial Services Guide.

Your access to this website is subject to these terms and conditions, our Privacy Policy, notices, disclaimers and any other terms and conditions or other statements contained on this website (referred to collectively as “**Terms and Conditions**”). By using this website you agree to be subject to the Terms and Conditions.

Access for persons from within Australia only

This website is only for use by persons accessing the website from within Australia. The services described in this website are only available to persons accessing the website from within Australia.

No personal financial or investment advice provided to you

Unless otherwise expressly stated to the contrary, this website is not designed for the purpose of providing personal financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs.

You should assess whether the information on this website is appropriate to your particular investment objectives, financial situation and investment needs. You should do this before making an investment decision on the basis of the information on this website. You can either make this assessment yourself or seek the assistance of an adviser.

Unless otherwise expressly stated to the contrary, the information on this website is not a recommendation or a statement of opinion to influence you to make a decision about a financial product or class of financial products or to invest in any investments, securities or financial products offered by any product issuer or related party.

Investment performance

Unless otherwise stated to the contrary, neither we nor the Licensee guarantees any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investments are subject to possible risks, including delays in repayment and loss of income or capital invested.

Third party offers and links to other websites

This website may contain references to other special offers or promotions by third parties that have not been verified by us or our Licensee. The website may contain links to other websites or pages of third parties. Neither we nor our Licensee are responsible for the content of any third party websites or pages linked to or linking to this website. Such links are provided for convenience and information purposes only. Neither we nor our Licensee endorse, approve or recommend the operators of third party websites or the content of those websites.

Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of the goods or services available from third parties. Your obtaining of goods or services from third parties is at your own risk. You indemnify us and our Licensee against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third party referred to in this website.

This website may also contain references to offers or promotions by us, or links to pages owned and/or operated by us for services unrelated to our authorisations from our Licensee. Our Licensee does not endorse or recommend and is not responsible for the offers, promotions or content on the websites linked from or linking to this website for these unrelated services.

You may not use this website or provide a link to this website on another website, where the use:

1. contains any material that is offensive or distasteful;
2. contravenes any law;
3. disparages or adversely affects us or our Licensee's brand or reputation or the services that we provide;
4. makes any representations about us or our Licensee or the services we provide, including any representations of any endorsement, sponsorship, affiliation or approval of you or the website by us or our licensee;
5. passes off our or any service providers documents or information as your own.

Following links to any other websites or pages or linking this website to another website is entirely at your own risk and neither we nor our Licensee shall be responsible or liable for any losses, damages or expenses arising in connection with such linking. If you wish to link to this website, you must first seek our written approval.

Disclaimer and limitation of liability

To the maximum extent permitted by law, neither we nor our Licensee will be liable in any way for any loss or damage suffered by you through use or access to this website, or our failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.

General conditions

These Terms and Conditions are governed by the law in force in the State of New South Wales, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning the Terms and Conditions.

These Terms and Conditions can be modified at any time by us and you agree to continue to be bound by these Terms and Conditions as modified. We will give you notice of these changes by publishing revised Terms and Conditions on this website. We will not separately notify you of these changes.

If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

Copyright

Except where necessary for viewing the information on this website on your browser, or as permitted under the *Copyright Act 1968* (Cth) or other applicable laws or these Terms and Conditions, no information on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of the owner of the copyright in that material.