

## Conditions of use

### **Application of Conditions of Use**

These Conditions of Use, together with any other terms, notices or disclaimers contained elsewhere on the Arise Finance website (the **Website**), govern the supply of material on, use of and access to the Website. By accessing the Website, you agree to be bound by these Conditions of Use and any modifications, from time to time, of them.

### **Information and accuracy**

Information provided on the Website:

- is intended for Australian residents only and may not comply with the laws of other jurisdictions outside Australia;
- is of a general nature and does not take into account your individual circumstances, financial situation or needs or particular investment objectives;
- is not intended to be investment advice nor a recommendation or statement of opinion about any particular financial product or class of financial products. As a result, it should not be relied upon in acquiring any product or service offered by Arise Finance;
- does not take into account your objectives, financial situation or needs. Before acting on any information, you should consider the appropriateness of the information provided and the nature of that information having regard to your objectives, financial situation and needs. In particular, you should seek independent financial advice prior to making a decision about the information; and
- is provided in good faith and derived from sources believed to be accurate and current at the date of publication.

Unless expressly stated, the information on the Website is provided by or on behalf of Arise Finance. Arise Finance does not guarantee the accuracy, adequacy or completeness of information on the Website or that the Website is otherwise free from error, omission or other defect. Arise Finance reserves the right to change any information provided on the Website without notice.

Arise Finance does not guarantee that your use of the Website will be uninterrupted, timely or secure.

Unless otherwise specified, all references to currency are to Australian dollars.

## **Withdrawal of products**

Any product listed on the Website may be withdrawn or varied at any time and without notice. Further, the information on the Websites relating to any withdrawn product may also be withdrawn or varied without notice.

## **Your conduct**

You warrant that when accessing and using the Website you will not use any website for any purpose that is unlawful or prohibited by these Conditions of Use or any other term, notice or disclaimer appearing on the Website. You also agree to not use the Website in any way that interferes with other users.

You agree to not breach or circumvent, or attempt to breach or circumvent, any security measures on the Website (including 'hacking' that website) or attempt to obtain access to secure or member parts of the Website without authorisation.

Arise Finance retains the right to monitor your use of the Website and suspend or cancel further access at any time in its discretion.

## **Copyright and trade marks**

The material on the Website is protected by copyright. You may only use this material for your own personal reference. You must not otherwise use, reproduce, publish, modify, distribute, link, frame, transmit in any form or by any means, electronic or mechanical, for any purpose, any of the material on the Website, except with the prior written permission of Arise Finance.

Trademarks used on the Website are the property of Arise Finance or third parties with which Arise Finance has an association. You must not use a trade mark used on the Website without the prior written consent of the owner of that trade mark.

## **Software**

Arise Finance grants users of the Website (included, but not limited to, investors and financial advisers) a non-transferable licence in relation to the Website, including any files, images, tables and data incorporated in or generated by the software, and the data accompanying the software (collectively the 'software') necessary for the purposes of your use of the Website. Arise Finance may decide to incorporate a fee for use of the software, which may be advised from time to time.

## **Links to third party websites and information regarding third parties**

The Website may contain hyperlinks and other pointers to websites operated by third parties and information given by a third party regarding their purpose, function and service (Information).

These linked websites are not under the control of Arise Finance, and Arise Finance is not responsible for the contents of any linked website or any hyperlink contained in a linked website and the content of any Information provided on the Website. Arise Finance provides these hyperlinks and Information as a convenience only, and the inclusion of any link and Information does not imply any endorsement of the linked website or third party by Arise Finance. You agree to access any such third party website entirely at your own risk.

## **Limitation of liability**

You agree that your use of the Website and reliance on any information contained on the Website is entirely at your own risk. To the extent permitted by law, Arise Finance excludes all liability for any loss or damage (including indirect or consequential loss or damage) you or any other person suffers in connection with your use of the Website, including your reliance on any information contained on the Website.

Arise Finance's liability for breach of any warranty or condition implied by law that cannot be excluded is limited, at Arise Finance's option, to:

in the case of services supplied or offered by Arise Finance:

- the re-supply of those services; or
- the cost of having those services re-supplied; and

in the case of goods supplied or offered by Arise Finance:

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods; or
- the cost of having the goods replaced or repaired.

## **Governing Law**

These Conditions of Use and other terms, notices and disclaimers appearing on the Website are governed by the law in force in the state of New South Wales. You agree to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these online conditions of use.