

# WEBSITE TERMS OF USE

## Reliance Capital

Reliance Capital Pty Ltd (ABN 62 008 814 453) (**Reliance**) owns and operates this website. Access to and use of this Website and the services available through this Website (collectively **Services**) are subject to the following terms, conditions and notices (**Terms of Use**). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

### 1 Amendments to Terms of Use

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Reliance reserves the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

### 2 Website

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Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

### 3 Linked sites

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This Website may contain links to other websites (**Linked Sites**), which are not operated by Reliance. Reliance has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

### 4 Privacy policy

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Our privacy policy, which sets out how we will use your information, can be found on the Reliance Capital Website. By using this Website, you consent to the processing described in the privacy policy and warrant that all data provided by you is accurate.

### 5 Prohibitions

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- (a) You must not misuse this Website, including any of the following:
- (i) commit or encourage a criminal offense;
  - (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
  - (iii) hack into any aspect of the Services; corrupt data; cause annoyance to other users;
  - (iv) infringe upon the rights of any other person's proprietary rights;
  - (v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or

- (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

Breaching this provision may constitute a criminal offense and Reliance may report any such breach to the relevant law enforcement authorities and disclose your identity to them.

- (b) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.

## **6 Intellectual property, software and content**

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The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of Reliance or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Reliance and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

## **7 Disclaimer of liability**

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- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- (b) To the fullest extent permitted by law Reliance hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (c) This does not affect Reliance's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

## **8 Linking to this website**

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You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

## **9 Disclaimer as to ownership of trademarks, images of personalities and third party copyright**

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Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Reliance and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Reliance.

## **10 Indemnity**

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You agree to indemnify, defend and hold harmless Reliance, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

## **11 Variation**

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Reliance has the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

## **12 Invalidity**

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If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## **13 Complaints**

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We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.