

Website Terms of Use

IJ FUNDS MANAGEMENT PTY LTD

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These **Terms of Use** are current as at January 2023.

1. Definitions

In these Terms of Use:

- (a) **Company, we, us** and **our** means IJ FUNDS MANAGEMENT PTY LTD at Level 7, 199 George Street, Brisbane, Queensland 4000 and any related body corporate.
- (b) **Personal Information** means:
 - (i) 'personal information' as defined in the Privacy Act 1988 (*Cth*); and
 - (ii) any other information that is regulated by, or under, any applicable Privacy Law.
- (c) **Harmful Code** means any computer code or routine that is harmful, destructive, disabling or that assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, key loggers, Trojans and any new types of programmed threats that may be classified, but excluding passwords, software keys, trial period software and like features that are security features or intended elements of software used to prevent unauthorised access and use.
- (d) **IT System** means our information technology systems and environment used, owned or controlled by us and our related bodies corporate, including all equipment, hardware, networks, databases and software utilised in that system and environment (and including any such systems hosted by third party contractors for and on behalf of us or any of our related bodies corporate), and any Personal Information or other data stored in or accessible via that system and environment and any gateway, port or other means of gaining access to that system or environment.
- (e) **Site** means www.ijcapital.com.au as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise related to or connected with it.
- (f) **You** means you personally or an entity accessing the Site on your behalf.

2. Agreement to Terms

- (a) This Site is operated by us and our related bodies corporate. You agree that by accessing, viewing, relying on or otherwise using the Site, you have read, understood, and agreed to be bound by all the Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.
- (b) Supplemental terms and conditions, notices or documents that may be posted on the Site from time to time are expressly incorporated by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you of any changes by updating the 'Last updated' date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.
- (c) The information provided on the Site is intended for use by Australian residents only, and the products and services described in them are not directed at anyone who resides outside of Australia.

3. Intellectual Property Rights

- (a) Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the **Content**) and the trademarks, service marks, and

logos contained therein (**Marks**) are owned or controlled by us or licensed to us, subsist under the *Copyright Act 1968* (Cth) (**Copyright Act**), international treaties other applicable laws.

- (b) The Content and the Marks are provided on the Site 'as is' for your information only. We have prepared and maintained the Site in good faith and, to the extent permitted by law, we make no representation or warranty as to the accuracy or currency of the Content or Marks, and you confirm that you have not relied on any representation or statement contained in the Site, the Content or Marks.
- (c) Except as permitted under the *Copyright Act* or other applicable laws, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written consent.
- (d) We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

4. **User Representations**

- (a) By using the Site, you represent and warrant that:
 - (i) you agree to comply with these Terms of Use;
 - (ii) you will not use the Site for any illegal or unauthorised purpose; and
 - (iii) your use of the Site will not violate any applicable law or regulation in Australia or any other jurisdiction.
- (b) If you provide any information that is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account or the financial products or services we provide to you and refuse any and all current or future use of the Site (or any portion thereof).

5. **Restrictions on Use**

- (a) Our Site is provided solely for our bona fide customers, or their legitimate representatives. You may not access or use the Site for any purpose other than that for which we make the Site available.
- (b) You agree that you will not, (either yourself or through any third party):
 - (i) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process (**Automated Process**) to process, monitor, copy or extract any web pages on any of our Site, or any of the information, content or data contained within or accessible through our Site, without our prior written permission;
 - (ii) use any Automated Process to aggregate or combine information, content or data contained within or accessible through our Site with information, content or data accessible via or sourced from any third party;
 - (iii) use any information on or accessed through our Site for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;
 - (iv) use any device, software, process or routine to interfere or attempt to interfere with the proper working of any of our Site or any transaction or process being conducted on or through it;
 - (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to our Site;

- (vi) reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with our Site;
- (vii) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from of our Site without our prior written permission; or
- (viii) use the Site in a manner inconsistent with any applicable laws or regulations.

6. User Generated Contributions

- (a) The Site may enable you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, Personal Information or other material (collectively, **Contributions**).
- (b) Contributions may be viewable by other users of the Site and through third party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. You are responsible for all Contributions that you post (or that are posted using your credentials such as username and password).
- (c) When you create or make available any Contributions, you thereby represent and warrant that:
 - (i) You will not infringe someone else's copyright or other intellectual property rights.
 - (ii) You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorise us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
 - (iii) You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
 - (iv) Your Contributions are not false, inaccurate, misleading or deceptive.
 - (v) Your Contributions will not constitute commercial advertising, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
 - (vi) Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
 - (vii) Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone (for example, 'trolling').
 - (viii) Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
 - (ix) Your Contributions do not violate the privacy or publicity rights of any third party.
 - (x) Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
 - (xi) Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, political or religious beliefs or physical disability.

- (xii) Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law, regulation or rule (including, without limitation, any breach of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth)).
- (d) Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

7. Termination

These Terms of Use (and the agreement constituted by your use of the Site and Content) and your access to the Site may be terminated at any time by us without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by us will survive termination, however, you will no longer be authorised to access the Site, and you agree to release us of all obligations (if any) we may owe you under these Terms of Use.

8. Contribution License

- (a) By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant to us the right and license to use such Contributions for any purpose, including commercial advertising.
- (b) We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.
- (c) We have the right, in our sole and absolute discretion:
 - (i) to edit, redact, or otherwise change any Contributions;
 - (ii) to re-categorise any Contributions to place them in more appropriate locations on the Site; and
 - (iii) to pre-screen or delete any Contributions at any time and for any reason, without notice.
- (d) We have no obligation to monitor your Contributions.

9. Submissions

- (a) You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site (**Submissions**) provided by you to us are non-confidential and shall become our sole property.
- (b) We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.
- (c) You hereby waive all rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

10. Third Party Website Content

- (a) The Site may contain links to other websites operated by third parties (**Third Party Websites**), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to

or originating from third parties (**Third Party Content**).

- (b) These links are provided for your convenience only and you access Third Party Websites and Third Party Content at your own risk. We are not responsible for their use, effect or content. We do not endorse, nor approve of any Third Party Websites or Third Party Content, nor the information, graphics and material provided by third parties.
- (c) To the extent permitted by law, we make no warranties or representations:
 - (i) regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Content, products or services available through Third Party Websites or third party links;
 - (ii) that Third Party Content does not infringe the intellectual property rights of any person. We do not authorise the reproduction of Third Party Material by linking material on our Site.
- (d) All offers to sell and statements relating to goods and services made on Third Party Websites or in Third Party Materials are the responsibility of and given by the third party operator. We accept no liability in respect of such third party products, provide no warranty and give no endorsement in respect of such products or any party connected with them.

11. Site Management

We reserve the right, but not the obligation, to:

- (a) monitor the Site for violations of these Terms of Use;
- (b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
- (c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (d) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our IT Systems; and
- (e) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

12. Privacy Policy

- (a) We care about data privacy and security. Any Personal Information collected about you will be handled in accordance with our Privacy Policy available at: <http://official.ijcapital.com.au/wp-content/uploads/2022/09/IJ-privacy-policy.pdf>
- (b) By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use.
- (c) You agree and freely acknowledge that when you post a comment or upload other public data to the Site, that information may be displayed by us publicly.
- (d) Our Site is hosted in Australia however we may from time to time host our Site (or part of our Site) offshore (i.e., in a country other than Australia), or we may store any or all of your Personal information offshore or use a third party service provider to do this for us. By continuing to use the Site, you agree and consent to us doing so. If you access the Site from any country outside Australia, you agree to have your data transferred to and processed in Australia.

- (e) You hereby fully release us from any loss, liability or damages (directly or indirectly) which you may suffer or incur as a result of:
 - (i) a third party unlawfully (or without our permission) accessing or using your Personal Information; or
 - (ii) you acquiring a Harmful Code as a result of accessing our Site.

13. Modifications and Interruptions

- (a) We may, at our sole discretion and without notice, change, modify, or remove the contents of the Site at any time or for any reason. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site. Any subsequent access to, or use by you of the Site will constitute an acceptance of those modifications.
- (b) We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

14. Governing Law

These Terms of Use shall be governed by and defined following the laws of Queensland, Australia.

15. Dispute Resolution

- (a) If you are not satisfied with your use of the Site or have any questions in relation to these Terms of Use, please contact us directly by:
 - (i) Emailing us at contact@ijcapital.com.au
 - (ii) Calling us on 1300 533 776
 - (iii) Writing to us at PO Box 12459 George Street Brisbane Qld 4003
- (b) We will review your complaint and do our best to resolve it promptly and to your satisfaction. If you are not satisfied with our handling of your matter, you can refer your complaint to external dispute resolution. The Australian Financial Complaints Authority (**AFCA**) scheme is a free service established to provide you with an independent mechanism to resolve specific financial complaints.
- (c) AFCA contact details:

GPO Box 3, Melbourne Vic 3001
1800 931 678 (9am – 5pm AEST)
(03) 9613 6399 (fax).

16. Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

17. Disclaimer

- (a) The Site is provided on an as-is and as-available basis. You agree that your use of the Site and our services will be at your sole risk. We do not guarantee that the Site is free from viruses, or that access to our Site will be uninterrupted.
- (b) To the full extent permitted by law, we disclaim all warranties, express or implied, in connection with the Site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- (c) We make no warranties or representations about the accuracy or completeness of the Site's content or the content of any websites linked to the Site. We accept no responsibility for any loss or damage, however caused, as a result of any person relying on any information on, or omissions from, the Site.
- (d) We do not guarantee and we assume no liability or responsibility for:
 - (i) any errors, mistakes, or inaccuracies of content and materials on the Site;
 - (ii) loss or damage, of any nature whatsoever, resulting from your access to and use of the Site;
 - (iii) any unauthorised access to or use of our secure servers and/or any and all Personal Information and/or financial information stored therein;
 - (iv) any delay, excessive buffering, interruption or cessation of transmission to or from the Site;
 - (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site by any third party;
 - (vi) any errors or omissions in any content and materials; or
 - (vii) any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Site (including, without limitation, any personal injury or death or damage to personal property).
- (e) We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.
- (f) In preparing this Site, we have not taken into account your objectives, financial situation or needs. Before investing on the basis of the information contained on the Site, you should consider (with or without the assistance of an adviser) whether the information in the Site is appropriate to you in light of your particular objectives, financial situation and needs. Where financial product advice is provided through the Site, it is general advice only.

18. Limitations of Liability

To the extent permitted by law, neither we, nor any of our directors, employees, agents, contractors or related bodies corporate are liable to you or any third party for any loss, damage, liability, claims and expenses (including but not limited to legal costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Content, Marks, Contributions, Third Party Content, or use of the Site by you, however caused, whether in contract, tort including negligence, statute or otherwise.

19. Indemnity

You indemnify us (and our related bodies corporate) in respect of any liability incurred by us (and any of our related bodies corporate) for any loss, cost, damage or expense, howsoever caused, suffered by us (and any of our related bodies corporate) as a result of your breach of these Terms of Use or your use of the Site, including, without limitation, as a result of or in connection with you intentionally (or recklessly) delivering a Harmful Code to our IT System (or to a third party via our Site).

20. Collecting Information and Cookies

- (a) When using our Site, we may collect Personal Information and data about you (**User Data**). We may collect User Data for the purpose of managing the performance of the Site, your use of the Site, to provide a product or service to you or maintain our relationship with you. The information we collect about you may involve the use of 'cookies'. We use basic cookies to help remember selections you make on the Site and to make the Site work. We may also use non-essential cookies, website tracking as well as analytics so we can, amongst other things, show which of our products and services may be relevant for you, and tailor marketing (if you have agreed to this). You can turn off cookie collection and/or website tracking by updating your cookies & tracking preferences in your browser settings.
- (b) Our Site may provide you with interactive tools to help you make informed choices and provide you with information. We may also make available portals to assist with the provision of services between us. We may collect Personal Information you enter when using the interactive tools on our website applications.

21. User Data

Although we perform regular routine backups of data, you are solely responsible for all data that you transmit to the Site or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data. You consent to us storing any data (which may contain your Contributions) offshore.

22. Miscellaneous

- (a) These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us.
- (b) Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.
- (c) These Terms of Use operate to the fullest extent permissible by law.
- (d) We may assign any or all of our rights and obligations to others at any time. You may not assign any rights or obligations without our prior written consent.
- (e) We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
- (f) If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.
- (g) There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site.
- (h) You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

- (i) To the extent permitted by law, you hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

23. Contact Us

To receive further information regarding use of the Site please contact us at:

IJ FUNDS MANAGEMENT PTY LTD

Level 7, 199 George Street

Brisbane, Qld 4000

Phone: 1300 533 776

contact@ijcapital.com.au