

## **YOU SHOULD READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE SUBSCRIBING TO ANY OF OUR SERVICES.**

If you do not understand any of these terms and conditions (the **Terms**), you should seek clarification from the Stock Specialist (SS) Member Support Line and/or your solicitor BEFORE you accept these Terms. Acceptance of these Terms commences a commercial relationship with Stock Specialist and places legal obligations on both you and Stock Specialist. By continuing to access or use this Website, or any Service on this Website, you affirm your **acceptance** of these Terms.

### **1. Definitions and Interpretations**

#### **1.1 Definitions In these Terms, the following words have the corresponding meaning:**

**ASX** means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange. **Corporations Act** means the Corporations Act 2001(Cth) as amended from time to time; Stock Specialist Reports is a library of information about companies listed on the ASX and related financial information for traders and investors. The information is embodied in reports that feature market commentary, research, recommendations, and gives members access to a team of professional analysts.

**Membership Fee** means a one-time fee payable by you to access the Service; **Service** means any or all of the services that you have subscribed to receive from SS and that SS has agreed to provide to you in accordance with these Terms (including but not limited to all text, web content, photographs, video content, audio content and graphics supplied by SS in accordance with the Service). These services may include, amongst other things, the following SS branded services:

- Growth Portfolio;

- Income Portfolio;
- ETF Portfolio
- Daily Report
- Technical Trader Report; and
- other services provided by SS from time to time.

SS makes no guarantee of the availability of any web service and will not be held; **Suppliers** mean any third party provider or supplier of goods and services to SS in connection with the Services, from time to time; **Terms** means the terms and conditions of the agreement between SS and you as set out in this agreement; **Website** means the SS website and all SS informational web pages located at [www.stockspecialist.com.au](http://www.stockspecialist.com.au); **You** means the person or persons named in the subscription as the “Customer” or “Client” of the Service. If there is more than one Customer or Client, you means each of them separately and every two or more of them jointly. You includes your successors and assigns.

## **1.2 Interpretations In these Terms, unless the context requires otherwise:**

1. the singular includes the plural and vice versa;
2. a reference to a thing includes a reference to a part of that thing;
3. a reference to a document includes the document as modified from time to time and any document replacing it;
4. the words “in writing” include any communication sent by letter or facsimile transmission;
5. money amounts are stated in Australian currency unless otherwise specified;

6. a subscription to a Service for “12 months” or “1 year” is equivalent to 52 weeks in any given calendar year.

## **2. User asset to terms and conditions of service**

**You represent that you have read these Terms in their entirety and agree:**

1. that by paying the Fee or accessing the Service or the Website, you agree to be bound by these Terms as varied from time to time in accordance with these Terms;
2. to comply with all applicable laws regarding the transmission of any data obtained by you in accordance with the Terms;
3. not to use the Website or the Service for any illegal purpose; and
4. not to interfere with or disrupt networks connected to the Website or the Service.

## **3. Restrictions on use**

1. You must not use the Service for any illegal purpose or in any manner inconsistent with the Terms.
2. You agree to use the Service solely for your own non-commercial use and benefit, and not for resale or other transfer or disposition to, or for use by or for the benefit of, any other person or entity.
3. You agree not to use, transfer, distribute or dispose of any information provided by or contained in the Service in any manner that could compete with the business of SS. You acknowledge that the Service has been developed, compiled, prepared, revised, selected and arranged by SS and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money

and constitutes valuable intellectual property and trade secrets of SS and such others.

4. You agree to protect the proprietary rights of SS and all others having rights in the Service during and after the term of this agreement and to comply with all reasonable written requests made by SS or its Suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the Service.
5. You agree to notify SS in writing promptly upon becoming aware of any unauthorised access or use of the Service by any party or of any claim that the Service infringes upon any copyright, trademark or other contractual, statutory or common law rights.

## **4. Licence**

1. You acknowledge that by entering into these Terms, you do not acquire any rights (whether proprietary or otherwise) in or to the Service and materials contained in the Service other than the limited right to use the Service and download content from our Website in accordance with the Terms.
2. Should you choose to download content from the Service, you must do so in accordance with the Terms. Any such download is licensed to you by SS only for your own personal, non-commercial use in accordance with the Terms and SS does not transfer any other rights to you.

## **5. Intellectual Property**

1. You acknowledge and agree that all present and future rights in the Website and the Service, including but not limited to any text, content, photographs, video, audio and graphics in respect of the Website and the Service, whether conferred by statute, at common law or in equity

and wherever existing, including trade secrets, patents, copyrights, trademarks, service marks, know-how and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Website and the Service (the Intellectual Property Rights) shall, as between you and SS, at all times be and remain the sole and exclusive property of SS.

2. You acknowledge and agree that SS Intellectual Property Rights are protected by copyrights, trademarks, service marks, international treaties and/or other intellectual and proprietary rights and laws of Australia and other countries.
3. All present and future rights (including the Intellectual Property Rights) in, and title to, the Website and the Service (including the right to exploit the Service and any portions of the Service over any present or future technology) are reserved to SS for its exclusive use.
4. Except as specifically permitted by the Terms, you may not copy or make any use of the Website or the Service or any portion of the Website or the Service.
5. Except as specifically permitted in accordance with these Terms, you shall not use the trademarks, trade names, service marks, trade marks, logos or titles of SS, the Website or the Service, or the names of any individual participant in, or contributor to, the Website or the Service, or any variations or derivatives thereof, for any purpose, without SS prior written approval.
6. The Service is also protected as a collective work or compilation under Australian copyright laws and any other applicable laws and treaties. All individual articles, columns and other elements making up the Service are also copyrighted works which belong to SS.

7. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service.

## **6. Fees and payments**

1. In consideration for granting you access to the Service and this Website, SS will charge you the Membership Fee at its then prevailing rate.
2. You must pay the Membership Fee, in its entirety, to SS before you will be eligible to receive the Service or access the Website.
3. The amount of the Membership Fee payable will be the amount published on the Website from time to time or as advised to you by an SS representative.

## **7. Registration and account establishment**

1. As part of the registration and account creation process is necessary for you to obtain access to portions of the Service that require a Membership fee or payment, you will be provided a subscriber identification (ID) and a password for your SS account.
2. You will provide SS with certain registration information, all of which must be accurate and updated by you.
3. You are solely responsible for all usage or activity on your SS account; including but not limited to use of the account by any third party authorised by you to use your ID and password. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, in SS sole discretion, and SS may refer you to appropriate law enforcement agencies.

## 8. Disclaimer and limitation of liability

1. You agree that your use of the Service is at your sole risk and acknowledge that the Service and anything contained in the Service, including, but not limited to, content, services, goods or advertisements (the Items) are provided “as is” and that, to the maximum extent permitted by law, SS makes no warranty of any kind, express or implied, as to the Items, including, but not limited to, merchantability, non-infringement, title or fitness for a particular purpose or use.
2. SS does not warrant that the Service is compatible with your computer equipment or that the Service is free of errors or viruses, worms or “Trojan horses” and is not liable for any damage you may suffer as a result of such destructive features.
3. You agree that SS, its directors, officers, employees, Suppliers and agents shall to the maximum extent permitted by law have no responsibility or liability to you or any other person for:
  1. any injury, damages (including any punitive, incidental or consequential damages), claim, expenses, lost profits or losses suffered by you or any other person, whether caused by the negligence of SS, its directors, officers, employees, Suppliers or agents, or otherwise arising in connection with or as a direct or indirect result of the Service, or
  2. any fault, inaccuracy, omission, delay or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment.
4. SS does not:
  1. make any warranty, express or implied, with respect to the use of the links provided on, or to, the Website or the Service;

2. guarantee the accuracy, completeness, usefulness or adequacy of any other websites, services, goods or advertisements that may be linked to, or advertised on, the Website or the Service; or
3. make any endorsement, express or implied, of any other websites, services, goods or advertisements that may be linked to, or advertised on, the Website or the Service.

5. SS is also not responsible for:

1. the reliability or continued availability of the telephone lines and equipment you use to access the Service; and

You acknowledge that:

2. the Service is provided for information and educational purposes, and advice (if any) is general advice and not personal advice;
3. the Service includes public information taken from the Australian Stock Exchange and other sources;
4. SS does not guarantee the sequence, accuracy, completeness or timeliness of the Service;
5. the provision of certain parts of the Service is subject to the terms and conditions of other agreements to which SS is a party; and
6. past results are no indication of future performance.

## **9. Advice is limited to general advice**

1. If you receive advice from SS in relation to subscribing to the Service, you acknowledge that the advice was limited to general advice and did

not consider the appropriateness of the subscription to you personally in light of your investment objectives or financial circumstances.

## **12. Representations and Warranties**

You acknowledge, represent and warrant that:

1. you have the power and authority to enter into these Terms;
2. you are at least 18 years old;
3. you must not use any rights granted in accordance with these Terms for any unlawful purpose;
4. you must use the Service as set forth in these Terms;
5. markets or any other financial market can be negative.

## **16. Complaints & Service Cancellation**

1. If you are dissatisfied with the Service and wish to make a complaint, please submit in writing to [admin@stockspecialist.com.au](mailto:admin@stockspecialist.com.au) or by postal address; 132 Arthur Street, North Sydney with attention to the Administration Officer.
2. Members are granted a 10 day cooling off period after becoming a member and have the option of cancelling at any time during this period. A full refund will be organized and credited to the member within 14 days of requesting to cancel their membership.

## **19. Governing Law**

1. These Terms shall be governed and construed in accordance with the laws of New South Wales, Australia.
2. You agree to submit to the personal jurisdiction of the courts located in New South Wales with respect to any legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation or breach of the Terms.

## **20. Miscellaneous**

1. You accept that SS has the right to change the content or technical specifications of any aspect of the Service at any time at SS sole discretion.