

## Terms and Conditions

Welcome to [www.lugarnopartners.com.au](http://www.lugarnopartners.com.au) ("this Website") – the website owned and operated by Lugarno Partners (ACN 607 035 138) ("we", "us" or "Lugarno"), a leading provider of financial services.

The terms and conditions for use on Lugarno's website are outlined in this document. Please review this agreement carefully as it outlines the policies, terms and conditions applicable to your use of the services provided on this Website. If you do not agree to be bound by these terms and conditions you must not use or access any of our services.

### Agreement to these Usage Terms

By accessing this Website you agree to be bound by these terms of use ("Usage Terms"). These Usage Terms constitute a binding agreement between you and Lugarno, and govern your use of this Website. As part of these Usage Terms, your use of this Website is also subject to our Privacy Policy, which is incorporated by reference into these Usage Terms.

The Usage Terms and other information on this Website may be changed without notice from time to time. By agreeing to these Usage Terms, you acknowledge and agree that such change may occur.

### Definitions

1. The definitions below are global definitions which apply to the entirety of these Usage Terms. Please note that certain parts may have specifically defined terms, which will be signposted at the commencement of that part and which apply to that part only.
  - **"Usage Terms"** means these terms of use.
  - **"User/s"** means individuals or businesses that utilise this Website.
  - **"Site"** , **"website"** , **"this Website"** means the [www.lugarnopartners.com.au](http://www.lugarnopartners.com.au) website.
  - **"We"** , **"us"** , **"Lugarno"** means Lugarno Partners Pty Ltd (ABN 607 035 138).

## **The Service**

### 2. The information contained on this Website:—

- 2.1. The sale, availability, or accuracy of the information, products, services or other material contained on this Website may be limited by the jurisdiction of specific countries, and may be limited to residents of specific countries or specific categories of investors. It is the responsibility of the User to make appropriate enquiries about the terms and conditions specific to that information, product, service or material.
- 2.2. The materials contained on this Website are general in nature. They do not consider individual investment objectives, situations or needs of any particular User. All information or document available on this Website is published for information purposes. No publication on this Website is to be construed as a solicitation or an offer to buy or sell any securities or related financial instruments. All price information is indicative only unless specifically stated otherwise.
- 2.3. Lugarno makes no representation or warranty, either express or implied, in relation to the accuracy, completeness or reliability of the material or information on this Website. Similarly, the information and material on this Website is not to be construed as a complete statement of the securities, markets or developments referred to herein. The information or materials is not a substitute for the User's individual judgement, and should not be construed as such.
- 2.4. Any views or opinions on this Website may change without notice to the User and may differ from the opinions of other business areas. Lugarno bears no obligation to keep the information on this Website current, and bears no liability for an inaccuracy.

## **Jurisdiction**

3. This Website and all information and functionality contained within it are general and are not targeted at, or intended for the use of, any person or business located in a jurisdiction wherein the distribution of such information or functionality is contrary to the laws of such jurisdiction.

## **Lugarno's Provision of Information**

4. The information contained on this Website is solely for informational purposes. No information published on this Website constitutes a solicitation, an offer, or a recommendation to buy or sell any investment instruments, to effect any transactions, or to conclude any legal act of any kind whatsoever.
5. Lugarno does not intend to provide investment, legal or tax advice through this Website and does not represent that any securities or services discussed are suitable for any investor.
6. When making a decision about your investments, you should seek the advice of a professional financial advisor.
7. The information and materials contained on this Website are provided "as is". Lugarno makes no representations or warranties of any kind, either express or implied, with respect to the information and functionality contained in this Website, including but not limited to warranties of title, non-infringement, merchantability or fitness for a particular purpose.
8. Without limiting the foregoing, Lugarno does not warrant the accuracy, timeliness, completeness, reliability or availability of this Website or the information or results obtained from use of this Website, or that this Website is virus-free or error-free.
9. Lugarno and any of its directors, employees or agents have no liability whatsoever to any person for any direct or indirect loss, liability, cost, claim, expense or damage of any kind, whether in contract or in tort, including negligence, or otherwise, arising out of or related to the use of all or part of these web pages.

## **Intellectual Property**

10. Lugarno retains all rights and interests (including copyrights, trademarks, patents, and/or any other intellectual property or other rights) in any and all information or material this Website.
11. Material on this Website may be saved or printed for personal use only, and Lugarno retains all rights in relation to that material.
12. Users must not modify, copy, transmit, distribute, display, perform, reproduce, publish, license, frame, create derivative works from, transfer or otherwise use in any other way for commercial or public purposes in whole or in part any information, text, graphics, images, video clips, directories, databases, listings or software obtained from this Website without the prior written permission of Lugarno.
13. Systematic retrieval of content from this Website to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots,

spiders, automatic devices or manual processes) or creating links to this Website without written permission from Lugarno is prohibited.

### **Electronic Communications**

14. Lugarno aims to ensure that all electronic communication is secure and reliable; however, electronic communication by its nature is susceptible to breaches of security. By accepting these Usage Terms the User acknowledges and accepts risk for any communication that is inadvertently viewed by third parties, lost, intercepted or altered, and also acknowledges that e-mails may circulate across national borders, even if both sender and recipient are located in the same country.
15. It is the User's responsibility to ensure that he or she does not use ordinary E-mail to transmit personal or confidential information such as any account related data.
16. Lugarno bears no liability for any damages incurred in connection with any messages sent to Lugarno using ordinary E-mail or any other electronic messaging system, or for breaches of security of electronic communications.

### **Clauses in Usage Terms**

17. In the event that any provision of these Usage Terms is found by any competent court or authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be part of this disclaimer but such finding shall not affect the validity, lawfulness or enforceability of the remainder of these Usage Terms in that jurisdiction, nor shall it affect the validity, lawfulness or enforceability of these Usage Terms in any other jurisdiction.
18. Where alternative terms, conditions and/or disclaimers for specific products conflict with these Usage Terms, those alternative terms, conditions and/or disclaimers will govern the specific products to which they relate.

### **Log-In Section**

19. This Website features a section in which Users can log in to access their financial information as held by Lugarno ("the Log-In Section").
20. The User is required to use their username and password in order to access the Log-In Section. It is the User's sole responsibility to maintain the security of their username and password at all times.

21. By accepting these Usage Terms, the User warrants that he or she will not provide his or her username and password to any third parties, and will only access the Log-In Section personally.
22. You must notify Lugarno immediately of any known or suspected unauthorised use of any password or any other breach of security.
23. You must promptly update this information to maintain its accuracy at all times.
24. You must also provide to Lugarno such documentation and/or information as required by Lugarno from time to time in order to verify your identity and the truth, accuracy and completeness of any information that you provide to Lugarno.
25. You represent and warrant to Lugarno that all information provided to Lugarno by you, including the information provided by you through our account registration module or entered into your account profile, is true and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.
26. Any information or advice in the Log-In Section is a copy of advice previously provided to the User in a forum other than this Website. Lugarno bears no obligation to ensure that the representation of that information or advice in the Log-In Section is exactly consistent with the information or advice previously provided in the alternate forum. The information or advice in the Log-In Section is for the User's ease of reference and it is the responsibility of the User to rely solely on the initial information or advice rather than the information or advice outlined in the Log-In Section.

## **GENERAL TERMS**

27. You must not:
  - 27.1. use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;
  - 27.2. engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
  - 27.3. use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
  - 27.4. use this site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;

- 27.5. use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
  - 27.6. use this site by any automated means;
  - 27.7. use this site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
  - 27.8. access, retrieve or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
  - 27.9. interfere with the display of any advertisements appearing on or in connection with this site;
  - 27.10. reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
  - 27.11. reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
  - 27.12. falsely imply that any other business or website is associated with Lugarno or this site;
  - 27.13. do anything that leads, or may lead, to a decrease in the value of Lugarno's intellectual property rights in this site;
  - 27.14. use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this Website;
  - 27.15. release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to this Website without Lugarno's prior written consent;
- or
- 27.16. use this site to transmit any information or material that is, or may reasonably be considered to be:
    - (i) abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
    - (ii) libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
    - (iii) infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
    - (iv) in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;

- (v) in breach of any person's privacy or publicity rights;
- (vi) a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- (vii) in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- (viii) containing any political campaigning material, advertisements or solicitations; or
- (ix) likely to bring Lugarno or any of its directors or employees into disrepute.

## 28. Violations of these Usage Terms

28.1. Without limiting any other remedies available to Lugarno at law or in equity, Lugarno reserves the right to, without notice:

28.1.1. temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide goods or services to you if:

- (i) you breach any provision of these Usage Terms;
- (ii) Lugarno is unable to verify or authenticate any information that you provide to us; or
- (iii) Lugarno believes that your actions may cause damage and/or legal liability to Lugarno, any of its customers or suppliers or any other person;

and

28.1.2. remove or block access to any information and/or materials (in whole or in part) that Lugarno in its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Usage Terms.

28.1.3. The contents of this website are for informational purposes only and you may not adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this website.

## 29. Indemnity

29.1. You indemnify and hold harmless Lugarno and its directors, officers, employees, agents, consultants, licensors, partners and affiliates from and against any

losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis and on indemnity basis with respect to any party/party costs) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- 29.1.1. any material or information that you submit, post, transmit or otherwise make available through this site;
- 29.1.2. your use of, or connection to, this site; or
- 29.1.3. your negligence or misconduct, breach of these Usage Terms or violation of any law or the rights of any person.

### 30. General

- 30.1. In these Usage Terms, the following rules of interpretation apply:
  - (a) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Usage Terms;
  - (b) these Usage Terms may not be construed adversely against Lugarno solely because Lugarno prepared them;
  - (c) the singular includes the plural and vice-versa;
  - (d) a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity;
  - (e) Our information services include our consumer and commercial credit reporting services; our verification, scoring and consulting services; and our ABR services;
  - (f) Where we have referred to any legislation or a provision of any legislation, it includes that legislation or provision as from time to time re-enacted or otherwise amended;and
  - (g) the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.
- 30.2. Except as specifically provided in these Usage Terms, each party must bear its own legal, accounting and other costs associated with these Usage Terms.
- 30.3. You may not assign, transfer or sub-contract any of your rights or obligations under these Usage Terms without Lugarno's prior written consent. Your registration with Lugarno is personal to you and may not be sold or otherwise transferred to any other person.

- 30.4. We may assign, transfer or sub-contract any of its rights or obligations under these Usage Terms at any time without notice to you.
- 30.5. Waiver of any power or right under these Usage Terms must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by Lugarno to act with respect to a breach by you or others does not waive Lugarno's right to act with respect to that breach or any subsequent or similar breaches.
- 30.6. We reserve the right to amend these Usage Terms and any other policy on this site at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this site will mean you accept those amendments. We reserve the right, without notice and in our sole discretion, to change, suspend, discontinue or impose limits on any aspect of this site, the content on this site or the goods/services offered through this site.
- 30.7. We may add or withdraw any service and modify or otherwise change any service without notice to you.
- 30.8. You may only vary or amend these Usage Terms by written agreement with Lugarno.
- 30.9. You agree to comply with the Privacy Act and all other laws that apply to the information that we provide to you or to or your use of our information services (and to maintain documentation to demonstrate your compliance).