

## Web Site Terms & Conditions

Use of Intrinsic Investment Management Web Site content, products and services is subject to Terms and Conditions. By accessing and/or using any information, products or services available on this Web Site, it is necessary for you to agree to be bound by these Terms & Conditions.

### Web Site Terms & Conditions

This is a web site operated by Intrinsic Investment Management Pty Ltd (ACN 095 183 814) ("Intrinsic ") under the domain name "www.intrinsic.net.au" ("Intrinsic Investment Management Web Site").

By accessing and/or utilising any content, products or services available at the Intrinsic Investment Management Web Site, you agree to be bound by the Terms & Conditions detailed below and the Intrinsic Investment Management [Web Site Security Statement](#).

#### 1. Definitions

In this agreement, unless the context otherwise requires:

"You" means the person who wishes to access the content, products and services subject to and in the Terms & Conditions of this agreement;

"Client" means, for the purposes of this agreement only, an existing or potential client and you;

"Content" means the information made available to you through the this Web Site;

"Information" means all content, files, products and services contained in the Web Site;

"Intrinsic" means Intrinsic Investment Management Pty Ltd ACN 095 183 814;

"Intrinsic Investment Management Web Site" means all of the content, products and services contained on this Web Site;

"Third Party Material" means Content, files, products and services contained in a Third Party Web Site;

"Third Party Web Site" means any other web site other than the Intrinsic Investment Management Web Site accessed from the Intrinsic Investment Management Web Site;

"Web Site" means the Intrinsic Investment Management Web Site.

#### 2. Use & Variation of these Terms

(a) Your use of the Web Site must be in harmony with these Terms & Conditions and your use of the Web Site signifies your acceptance of these Terms & Conditions.

(b) Intrinsic may at any time, at its sole discretion, change these Terms & Conditions.

(c) It is the client's responsibility to check for changes to these terms and conditions.

(d) Changes to the Terms & Conditions will be effective immediately. Subsequent use of the Web Site will comprise acceptance of the changes.

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### 3. Your Acknowledgements

You acknowledge that:

- (a) The Content, products and services contained in the Web Site is meant for clients and potential clients that are not restricted by their local laws from using the same;
- (b) The content, products and services on this Web Site has been provided in good faith. Intrinsic, it accepts no responsibility for the accuracy, completeness, reliability or timeliness of the information or for estimates, opinions, conclusions, recommendations or other content (all of which may change without notice) contained in the Web Site and, disclaims all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on anything contained in or omitted from the Web Site;
- (c) You accept all risks and responsibility for losses, damages, costs and other consequences resulting directly or indirectly from using the Intrinsic Investment Management Web Site;
- (d) The Intrinsic Investment Management Web Site does not provide specific advice to you and that you should not act or fail to act on the basis of any information or materials on the Web Site;
- (e) The Web Site contains general information only which is not intended for any particular client or potential client. Furthermore, that Intrinsic has not taken into account any particular client's, financial situation, investment objectives or needs;
- (f) You will consider seeking professional advice from suitably qualified people in order to assess the appropriateness of any information, product or services contained in the Web Site before acting on any information it contains; and
- (f) The internet is not a perfectly secure form of accessing and conveying information and files. Moreover, while Intrinsic endeavours to ensure that none of the information contains virus, worms or imperfection, the continuing sophistication of the same means Intrinsic cannot warranty that access to the Web Site (or a Third Party Web Site accessed from the Intrinsic Investment Management Web Site), will not contain viruses, worms or other imperfections. You assume all responsibility for any loss, damage or consequence resulting directly or indirectly from accessing the Third Party Web Site.
- (g) Intrinsic is under no obligation to update or correct any Content;
- (h) You agree that in accessing and using the Web Site, you will only use software that you are legally entitled to use and such use will not infringe any third party's intellectual property rights.

### 4. Access to and use of the Web Site

You agree that:

- (a) If a Client ID and password is provided, it is for your use only. You agree not to disclose it to third parties;
  - (b) You are responsible for maintaining the secrecy of your Client Login and password information to access the Web Site. You agree to notify Intrinsic if you know or suspect that this information is not longer secret;
  - (c) The Web Site is for your personal use only and that you shall provide access to the Web Site to any other person without the written permission of Intrinsic Investment Management;
  - (d) You will not to copy, publish or circulate any Content contained on the Web Site. However, you may copy, download and archive files and information for the purposes of deciding whether or not to become a Client or stay a Client of Intrinsic Investment Management;
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## INTRINSIC INVESTMENT MANAGEMENT

- (e) You will respect the intellectual property rights of Intrinsic, including copyright, logos and trademarks). With the exception of media releases you may not modify Content or create any plagiaristic works without the prior written consent of Intrinsic Investment Management;
- (f) Intrinsic may without notice deny you access to the Web Site or any part of the Web Site;
- (g) You agree to comply with all directions relating to the access and use of the Web Site;
- (h) Intrinsic may make changes to the Web Site without notification and may have suspend its operation for maintenance or other reasons;

### 5. Links to other web sites

The Web Site may contain links to other web sites operated by third parties ("Third Party Web Sites"). Intrinsic does not endorse, or approve of the operators of Third Party Web Sites, or the information, graphics and material on those Third Party Web Sites ("Third Party Material").

As such Intrinsic makes no warranties or representations regarding the quality, accuracy or appropriateness of Third Party Material available through Third Party Web Sites. Or that Third Party Material does not infringe the intellectual property rights of any person. A link to a Third Party Web Site is not an authorisation by Intrinsic for the reproduction of Third Party Material.

When you follow a link on the Web Site, Material in a Third Party Web Site may be displayed in your browser framed by Content on the Intrinsic Investment Management Web Site. This material is also Third Party Material for the purpose of these Terms of Use.

All offers to sell and statements relating to goods and services available on Third Party Web Sites are the responsibility of and given by the Third Party Web Site operator. In so far as such offers and statements are made on the Intrinsic Investment Management Web Site, such offers and statements are made by Intrinsic Investment Management on behalf of the operator. Intrinsic Investment Management expressly disclaims acting in any other respect on behalf of Third Party Web Site operators.

Intrinsic Investment Management may or may not receive payments from operators of Third Party Web Sites in relation to goods or services supplied by the operator as a result of you linking to the Third Party Web Site from the Intrinsic Investment Management Web Site.

### 6. Software

All software downloads available via links from the Intrinsic Investment Management Web Site are produced by parties unrelated to Intrinsic. These products may be subject to a licence agreement between you and the relevant product owner. To the extent permitted by law, the Intrinsic accepts no liability in respect of such products and Intrinsic provides no warranty and gives no endorsement in respect of such products or any party connected with them.

### 7. Limitation of Liability

Subject to any responsibilities implied by law and which cannot be excluded, you agree that:

- (a) The Content of the Web Site is for general information purposes only;
  - (b) Intrinsic, accepts no responsibility for the accuracy, completeness, reliability or timeliness of the information or for estimates, opinions, conclusions, recommendations (any of which may change without notice) or other Content contained in the Web Site and disclaims all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on anything contained in or omitted from the Web Site;
  - (c) Intrinsic is in no way responsible for any loss or damage which you suffer directly or indirectly through using the Web Site whether that loss or damage is caused by any fault or negligence on the part of Intrinsic its directors and officers, and agents or ;
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## INTRINSIC INVESTMENT MANAGEMENT

(d) Intrinsic is in no way responsible for and disclaims all liability for any loss or damage which You suffer directly or indirectly through using a Third Party Web Site accessed through the Intrinsic Investment Management Web Site whether that loss or damage is caused by Material contained on these Third Party Web Sites. Intrinsic does not warrant the accuracy, timeliness, reliability or completeness of any Material contained in the Web Site or a Third Party Web Site accessed through the Intrinsic Investment Management Web Site.

### **8. Termination**

At its absolute discretion and without prejudice to any other rights Intrinsic may have under this Agreement or at law Intrinsic, may terminate this Agreement at any time.

All restrictions, licences granted by you and all disclaimers and limitations of liability by Intrinsic Investment Management will survive termination, however, you will no longer be authorised to access the Intrinsic Investment Management Web Site.

### **9. Assignment**

You can assign your obligations under this agreement with the prior written consent of Intrinsic Investment Management.

### **10. Governing Law**

You unconditionally and irrevocably agree that the law applicable to use of the Web Site and to disputes arising out of the Australian section is the law of the State of Victoria, Australia.

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