

Terms and Conditions of Use

When using Super Equity Link's website at <https://superequitylink.com.au/> and related website services you agree to these terms and conditions listed on this web page (**Terms and Conditions of Use**). Super Equity Link may from time to time amend, update or change this Website including these Terms and Conditions of Use without prior notice.

1. Interpretation

Where the context allows, in these Terms and Conditions of Use:

- (a) A reference to the website means Super Equity Link's website at <https://superequitylink.com.au/> and all its contents, including but not limited to all:
 - (i) product and service listings and descriptions;
 - (ii) images, symbols, icons, logos and trade marks;
 - (iii) data gathering and extracting tools;
 - (iv) other text, pictures, information, tools and software;
 - (v) blogs, videos and other opinion pieces,that appear on Super Equity Link's website (**Website**).
- (b) A reference to Super Equity Link means Super Equity Link Pty Ltd and its related bodies corporate, and includes all officers, agents, employees, suppliers and other contractors of Super Equity Link.
- (c) A reference to you means the person accessing the Website and includes all his or her principals, employers, partners, officers, agents and employees.

2. General Disclaimer

- (a) The contents of Website, particularly blogs and videos are opinions only and are not intended to replace professional advice.
- (b) Super Equity Link is not liable to you or anyone else for any loss suffered in connection with the use of this Website or a linked website.
- (c) This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

3. Copyright, License and Site Access

- (a) This Website is Super Equity Link's intellectual property and is subject to copyright.
- (b) Super Equity Link grants you a limited, revocable and non-exclusive license for the purpose of assessing its Website.

- (c) Other than for the purpose of and subject to the conditions prescribed under the *Copyright Act 1968* (Commonwealth of Australia) and similar statutes that apply in your location, you may not, in any form or by any means:
 - (i) adapt, reproduce, broadcast, decompile, disassemble, download, copy, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this Website; or
 - (ii) commercialise any information, products or services obtained from any part of this Website,

without Super Equity Link's written permission.
- (d) You must not conduct, or participate in, the resale or commercial exploitation of the Website and any of its contents for any purpose other than your direct commercial dealing with Super Equity Link.
- (e) If you breach these Terms and Conditions of Use then your license to use the Website will terminate forthwith and will not be re-issued without Super Equity Link's written consent.

4. Trade Marks

- (a) The trade marks "Super Equity Link" and other names of Super Equity Link's products and services referred to in this Website are trade marks of Super Equity Link.
- (b) Other product and company names mentioned in this Website may be the trade marks of other people or entities.
- (c) Where you use any of Super Equity Link's trade marks to refer to its activities, products or services, you must include a statement attributing that trade mark to Super Equity Link.
- (d) You must not use any of Super Equity Link's trade marks:
 - (i) in, or as the whole or part of, your own or other trade marks;
 - (ii) in connection with activities, products or services other than those supplied by Super Equity Link;
 - (iii) in a manner which may be confusing, misleading or deceptive;
or
 - (iv) in a manner that disparages Super Equity Link or its information, products or services, including this Website.

5. Hyperlinks, Framing and Metatags

- (a) Super Equity Link grants you a limited, revocable and non-exclusive right to create a hyperlink to the homepage of the Website.

- (b) The hyperlink you created must not portray Super Equity Link, the projects or the Website in a misleading, derogatory or offensive manner.
- (c) In creating the hyperlink, you must not use any image, logo or trademark on the Website without Super Equity Link's express consent.
- (d) Where the Website offers a hyperlink to another website (**Linked Site**), you acknowledge and agree that:
 - (i) Super Equity Link makes no representation or warranties whatsoever regarding the Linked Site or any of its content;
 - (ii) Super Equity Link makes no representations or warranties and accepts no responsibility for the accuracy, completeness, content or use of the information accessible via this Website or any Linked Site;
 - (iii) Super Equity Link is not responsible for any information or opinions published on any Linked Site; and
 - (iv) in no event will Super Equity Link be liable to any party for any direct, indirect, special or other consequential damages from any use of this Website, or on any other Linked Site, including without limitation, any loss of profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if Super Equity Link is expressly advised of the possibility of such damages.
- (e) By accessing a Linked Site through a hyperlink on the Website, you warrant to Super Equity Link that you have made your own enquiries and satisfied yourself regarding the suitability, reliability, security and other relevant matters regarding the Linked Site or its content and you release Super Equity Link and hold Super Equity Link harmless against all damage or loss that you suffer as a result of accessing the Linked Site.
- (f) Subject to clause (a), you must not, without the written consent of Super Equity Link:
 - (i) frame or use framing techniques to enclose any part of the Website;
 - (ii) use any metatags or similar tags that contain Super Equity Link's name or any of its trademarks; or
 - (iii) create a hyperlink to the Website.

6. Your Account

- (a) Where you create an account with Super Equity Link, your user name and password are important identification tools when accessing your account through the Website.

- (b) You are solely responsible for the safekeeping of your username and password.
- (c) You acknowledge and agree:
 - (i) to abide by all applicable local, state, national and international laws and regulations when accessing your account or when sending information from you account; and
 - (ii) that where a person logs onto your account by providing your username and password, to be solely responsible for any action taken or omitted by that person whilst that person is logged into your account including, but not limited to, placement of orders and the authorisation of payments, whether or not that person is actually authorised to access your account;
- (d) If you become aware of someone using your username and password without authorisation, you must contact Super Equity Link immediately and change your password following the instructions on the Website. You will be solely liable for all transactions undertaken prior to notifying Super Equity Link of any unauthorised transaction or identity theft.
- (e) Super Equity Link may, at its absolute discretion, terminate your account if you have provided any false or misleading information to Super Equity Link or if you have breached these Terms and Conditions of Use.

7. Third Party Listings

- (a) Super Equity Link may from time to time allow third parties to post projects, advertisements, reviews, hyperlink or other information on the Website (**Third Party Listings**).
- (b) You acknowledge and agree that Super Equity Link is not obligated to monitor or verify information on the Third Party Listings.
- (c) Nothing in these Terms and Conditions of Use and nothing that Super Equity Link may say and do can be construed as endorsing the content of (or part of) any Third Party Listings.
- (d) Where the content of any Third Party Listing is inaccurate, incomplete or out of date, defamatory, infringing intellectual property rights or generally injurious to you or any party, and you suffer damage or loss as a result, then to the extent permitted by law, you release and hold Super Equity Link harmless against such damage or loss.

8. Your Warranties

You warrant to Super Equity Link that access to, and use of, the Website is not illegal or prohibited by laws that apply to you or in your location.

9. Limitation of Liability

- (a) Super Equity Link will use reasonable endeavours to ensure that all information on our Website is accurate and will correct any errors or omissions as soon as practicable after being notified of them.
- (b) To the extent permitted by law, Super Equity Link disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website.
- (c) You acknowledge and agree that:
 - (i) any liability Super Equity Link may have for any losses or claims arising from the supply of products or services, inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website, is excluded to the fullest extent permissible by law; and
 - (ii) in no event will Super Equity Link be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of the Website or the provision of goods or services by Super Equity Link.

10. Interference

- (a) Super Equity Link is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website or a Linked Site.
- (b) You must take your own precautions to ensure that whatever you select for your use from this Website is free of viruses or anything else (such as “worms” or “Trojan horses”) that may interfere with or damage the operations of your computer systems.

11. Indemnity

Without limiting the operation of any other provisions of these Terms and Conditions of Use, you agree to indemnify Super Equity Link and keep Super Equity Link indemnified, holding Super Equity Link harmless from all claims, demands, damages or losses (including legal costs on a full indemnity basis) incurred by Super Equity Link as a result of, or flows naturally from, your breach of these Terms and Conditions of Use including, without limitation, your breach of any warranties.

12. Applicable Law

- (a) These Terms and Conditions of Use are governed by the laws of New South Wales, Australia, not including conflict of law provisions.
- (b) You agree to submit to the exclusive jurisdiction of the courts of New South Wales.

13. Dispute Resolution

- (a) Both you and Super Equity Link must use their best endeavours to resolve any dispute by agreement in accordance with the dispute resolution procedures in clauses (b)-(e) before instituting arbitration or court proceedings (except where the party seeks urgent interlocutory relief).
- (b) You and Super Equity Link agree to:
 - (i) exchange information and documents as is reasonable to settle the dispute;
 - (ii) treat the information and documents as confidential; and
 - (iii) use the information and documents only for the purpose of settling the dispute.
- (c) If a dispute arises between you and Super Equity Link, you must nominate a representative with authority to settle it:
 - (i) when giving Super Equity Link notice of the dispute; or
 - (ii) within 5 business days of receiving a notice from Super Equity Link.

Super Equity Link's authorised representative is an appointed manager or their nominee.

- (d) The authorised representatives must seek to resolve the dispute within 10 business days after their appointment.
- (e) If they cannot resolve the dispute themselves, then within a further 10 business days (or any longer period they consider appropriate), they must agree on a process of mediation, conciliation or independent expert determination as a means of resolving it.
- (f) If the dispute is still not resolved or agreement is not reached on a process of dispute resolution under clause (e) within a reasonable time – and only then – you or Super Equity Link:
 - (i) may terminate the dispute resolution process by giving the other notice in writing; and
 - (ii) refer the dispute to arbitration or start court proceedings.
- (g) For the purpose of this clause, a reference to business day is a day other than a Saturday, Sunday or Public Holiday in New South Wales, Australia.

14. Severability

- (a) If any part of these Terms and Conditions of Use is or becomes legally ineffective, invalid or unenforceable, the effectiveness, validity or enforceability of the remainder will not be affected.