

## **Terms and Conditions**

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Permission to use our website and services is conditional upon the following Terms & Conditions as set out below.

## **Disclaimer**

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Hunter Burton Capital is the holder of Australian Financial Services Licence number 418749.

The information expressed in our Investment Memorandum, correspondence and on our website should not be relied upon as a substitute for obtaining independent advice or exercise of judgement. Before acting on our information, consider the appropriateness of your investment, having regard to your own objectives, financial situation and needs. You should always discuss the merits of the information on our website with your financial planner or advisor and obtain tailored advice suitable to your specific circumstances.

Any observations or information contained in our Investment Memorandum, communications or on our website should only be acted on if you have a clear understanding of the risks of making decisions in fast moving and sometimes unpredictable market conditions. We cannot guarantee a return of capital or market value in relation to investments. There are risks associated with any investment which may result in loss of income and/or capital invested. Except to the extent permitted by law, we do not accept liability for any loss or damage arising from the use of or reliance upon any information, material, views or recommendations in our Investment Memorandum, communications or on our website whether or not caused by any negligent act or omission. Our management and staff may or may not trade in a manner which is consistent with or contrary to recommendations published in our Investment Memorandum, communications or on our website.

## **Limitation of Liability**

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In no event shall Hunter Burton Capital be liable for any lost profits, lost savings, or any other damages or losses resulting from or caused by the use of our services, the website or its content, including your use or inability to use our website; any errors, omissions or defects in the content; or any interruptions, delays in transmission, computer viruses or any other problems you experience due to causes beyond our control.

With respect to any services purchased from Hunter Burton Capital, in no event shall Hunter Burton Capital be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever, resulting from any loss of use, loss of profits, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability, or otherwise, arising out of or in any way connected with the provision of or failure to make available any such services, even if advised of the possibility of such damages.

## **Indemnity**

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You agree to indemnify, defend and hold harmless Hunter Burton Capital from any liability, loss, claim and expense (including reasonable solicitors' fees) related to you in breach of this agreement or use of our Investment Memorandum, communications, or our website in any manner.

Your use of our website shall constitute your acceptance of the terms of this Agreement, as revised and modified, if any, each and every time you access this website. Hunter Burton Capital may modify this agreement at any time and such modifications shall be effective immediately upon posting of the modified agreement.

### **Links to third party external websites**

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Our website may contain links to other third party websites and services. The fact that we link to a website or service is not an endorsement, authorisation or representation that we are affiliated with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites or services and accept no responsibility for their use or content. We will not be held liable in any way to you or to any third party or to any other person who may receive information from the website or to any other person whatsoever, for any delays, inaccuracies, errors or omissions or in the transmission or delivery of all or any part thereof or for any damages arising or occasioned thereby. For more information about third party websites and services, please read their terms and conditions and privacy policy.

### **Copyright**

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### **Access to the website**

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Availability and access to the website may be interfered with by numerous factors, including those outside our control. We will use reasonable efforts to maintain an uninterrupted website, however we do not warrant, represent or guarantee that your access to the website will be continuous, error-free, uninterrupted, timely, virus free or secure or that defects will be corrected.

### **Miscellaneous**

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Hunter Burton Capital reserves the right at its discretion to change these Terms and will notify users of any such changes online. Your continued use of our website after the posting of any amended Terms shall constitute your agreement to be bound by any such changes.

You agree that these Terms will be governed by and construed in accordance with the laws of the State of New South Wales Australia.

If you do not agree to the Terms stated above or to any changes we may make from time to time, please exit immediately.