

Terms and Conditions

Merricks Capital

August 2023



Merricks Capital Pty Ltd (ABN 45 126 528 005, AFSL No 319477, SEC No. 801-72326) (**Merricks Capital**) provides the services and conducts the business of Merricks Capital.

Access to and use of the Site is subject to the following terms and conditions (**Terms**) and to the Merricks Capital Privacy Statement.

Please read these Terms carefully before accessing or using the Site. By accessing or using the Site, you agree to be legally bound by these Terms. If you do not agree to be legally bound by these Terms, you must not, and are not permitted to, access or use the Site.

Merricks Capital reserves the right to amend these Terms at any time. If Merricks Capital make amendments to any of these Terms, it will post the amended Terms on the Site. Amendments will be effective immediately on publication on the Site. Your continued use of the Site following such publication will constitute an agreement by you to be bound by the Terms as amended.

1. Definitions

In these Terms:

- (a) **"Intellectual Property"** means all intellectual rights of whatever nature (whether or not registered or registrable), including, but not limited to, copyright, trade names, trademarks, business names, logos, designs, patents and trade secrets.
- (b) **"Site"** means the website located at <https://www.merrickscapital.com> and any services used by or in connection with that website, including any servers and networks that host the website, and any information or content used on or in connection with the website, including but not limited to data, source codes, graphics and images.

2. General information only

The information contained and accessed on the Site is general information only. It does not constitute nor serve as a substitute for advisory, tax, financial, investment or other professional advice, consultation or services. You should consider your own circumstances and consult with a Merricks Capital employee or other professional in the relevant area to obtain such services prior to making any investment or other decision.

3. No warranty and disclaimer

While we take all reasonable steps to ensure that the Site is accurate, the Site and its contents are provided on an "as is" basis. We do not provide any warranties or make any representations, whether express or implied, that information on the Site is accurate, complete, current or suitable for any purpose.

Merricks Capital does not provide any warranties or make any representations, whether express or implied, that the Site will be uninterrupted, without delay, error-free, omission-free, or free of computer viruses or malicious computer code.

To the maximum extent permitted by law, you acknowledge and agree Merricks Capital will not be liable for any loss or damage which may directly or indirectly arise out of or incidental to your access to or use of the Site, its content or reliance on the information on it, or your inability to access or use the Site. This includes, but is not limited to, the transmission of any computer viruses or other malicious computer code.

4. Copyright and Intellectual Property

Unless otherwise specified, we own or license all Intellectual Property on the Site. You may not modify, reproduce, publicly display, perform, distribute, store, transmit, decompile, reverse engineer or otherwise exploit for any public or commercial purpose any Intellectual Property on the Site without our explicit written permission.

5. Conduct

You must not access or use the Site for any inappropriate or unlawful purpose. This includes, but is not limited to, knowingly transmitting viruses or other disabling features, damaging or interfering with the Site, or posting on the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, or obscene material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.

6. Indemnity

You agree to indemnify Merricks Capital and its related persons and keep them indemnified against all claims, loss, damages and expenses (including legal costs) they incur as a result of or in connection with your access to or use of the Site in breach of these Terms.

7. Linked Sites and Third Party Software

The Site may be linked to or from other websites that are not maintained or controlled by Merricks Capital. Merricks Capital makes no representations about the accuracy of information and takes no responsibility for the content or goods or services available on those websites. Unless otherwise indicated, software downloads available via links from the Site are third party products. These products may be subject to a licence agreement between you and the relevant product owner. To the extent permitted by law, Merricks Capital accepts no liability in respect of such third-party products and provides no warranty and gives no endorsement in respect of such products or any party connected with them.

8. Security

You agree to observe and maintain the confidentiality of all security features relating to use of the Site (including passwords, access arrangements etc.) as notified. Unless caused by it, Merricks Capital will not be liable for any unauthorised breach or disclosure of those security features.

9. Website and Email Communications

When you visit the Site we collect statistical data about that visit (which may include what you looked at and for how long and the way in which you moved around the Site). That data is not personally identifiable. We use this information to make our sites more useful and easily navigable.

The Site uses cookies to track how users navigate within the Site and to recognise returning visitors. A 'cookie' is a small text file that is saved onto your computer or other device to record this information. Most web browsers give you the option to either allow or block cookies for selected sites or to delete the cookies that have already been recorded. Cookies are generally not used to personally identify Site users. However, we may use cookies and collect personal information about you from the Site when it is provided voluntarily by you, for example, when you fill in a form to subscribe to our publications or to register to attend a seminar.

For further information in relation to Merricks Capital's management of your personal information, please see the Merricks Capital Privacy Statement

10. Governing Law

The Site and these Terms are governed by and construed in accordance with the laws in force in the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia in respect of any dispute arising out of or in connection with your use of the Site or these Terms.