

# **Terms of Use**

This website provides information rather than financial product or other advice. The content of this site, including any information contained on it, has been prepared without taking into account your objectives, financial situation or needs. You should consider the appropriateness of the information, taking these matters into account, before you act on any information. In particular, you should review the product disclosure statement for any product that the information relates to it before acquiring the product.

Professional advice should always be sought before any action is taken based on the content of this site.

The information provided on this site is general in nature only.

Information is current as at the date articles are written as specified within them but is subject to change. Captae Recoveries make no representation as to the accuracy or completeness of the information.

Any statements relating to the past may not occur in future.

Any case studies are shown for illustrative purposes only.

All information is subject to copyright and may not be reproduced without the prior written consent of Captae Recoveries.

#### 1. General

- 1.1 This website is operated by Captae Recoveries Pty Ltd ABN 27 665 420 584, (Captae Recoveries). By using this website, you acknowledge and agree to these terms and any additional terms, notices and disclaimers which appear on this website and the Captae Recoveries Privacy Policy.
- 1.2 Captae Recoveries may alter these Terms of Use from time to time without notice. Your continued use of the website following those changes indicates your acceptance of those changes. Our website will notify material changes.

#### 2. Restrictions on use

- 2.1 You agree that you will not:
- 2.1.1 use this website for your commercial purposes (including sending unsolicited commercial messages);
- 2.1.2 send any material that could be considered harmful, obscene, indecent, lewd, or otherwise objectionable;
- 2.1.3 falsely misrepresent your identity or affiliation in any way;
- 2.1.4 modify, distribute, transmit, communicate, or publish any content on this website; or
- 2.1.5 use any data mining, robots, or similar data gathering and extraction methods from the website.
- 2.2 Any unauthorised use of the website may result in suspension or refusal of access to or use of the website.

# 3. Collection and use of information

3.1 Captae Recoveries will collect, use, disclose and handle your personal information in accordance with its Privacy Policy.

### 4. Disclaimers and limitations

# General advice

4.1 This website contains general information only. It has been prepared without taking into account your particular objectives, financial situation or needs.

# **Exclusion and Limitation**

- 4.2 The Competition and Consumer Act 2010 (Cth) may confer rights, guarantees and remedies on you in relation to the provision of goods and services by Captae Recoveries, which cannot be excluded, restricted or modified. Captae Recoveries does not exclude, restrict or modify those rights.
- 4.3 To the fullest extent permitted by law, Captae Recoveries' liability for breach of any guarantee, which cannot be excluded, is limited at the option of Captae Recoveries to, in the



case of products or services supplied or offered by Captae Recoveries which are not of a kind ordinarily acquired for personal, domestic or household use or consumption:

- 4.3.1 the supply of the products or services again; or
- 4.3.2 the payment of the cost of having the products or services supplied again.
- 4.4 Except for the rights, guarantees and remedies which cannot be excluded, restricted or modified:
- 4.4.1 Captae Recoveries excludes all liability (including liability arising as a result of its negligence) for any indirect or consequential expenses, losses, damages or costs, loss of profit, lost revenue, business interruption and loss of data incurred or suffered by or awarded against you under or in any way connected with these Terms of Use; and
- 4.4.2 Captae Recoveries limits its liability in relation to any direct loss to \$100.

#### Third party content

4.5 Information contained on this website may be obtained from a variety of third-party sources. To Captae Recoveries' knowledge, the information provided is accurate. However, Captae Recoveries has not verified all third-party information. Captae Recoveries makes no representations and, to the extent permitted by law, excludes all warranties in relation to the information contained on this website.

#### Third party links

- 4.6 This website may contain links to third party sites. Captae Recoveries makes no warranties or representations:
- 4.6.1 regarding the condition or the content of those sites; or
- 4.6.2 regarding the quality, accuracy, merchantability or fitness for purpose of any information, products or services on those sites.
- 4.7 The links are provided solely for your convenience and do not indicate, expressly or

impliedly, any endorsement or approval of the sites or the products or services provided on them.

# 5. Copyright

- 5.1 Captae Recoveries reserves all copyright in the content and design of this website.
- 5.2 You may make a temporary copy of part or all of this website for the sole purpose of viewing it, and print a copy for personal use.
- 5.3 You must not otherwise reproduce, adapt, store, transmit, print, display, publish or create derivative works from any part of the content or design of this website except with Captae Recoveries' prior written consent or as permitted by applicable copyright legislation.

#### 6. Cookies

- 6.1 This website uses "cookie" technology to assist in identifying registered users and delivering contents specific to your interest. Cookies are pieces of information stored on an individual's computer and are used for customising site information to improve user experience and for tracking user navigation.
- 6.2 If you do not wish information to be gathered on a cookie you should disable the acceptance of cookies by your web browser. Your Internet Service Provider may be able to assist you with this.

#### 7. Statement of the law

7.1 Statements made on the Captae Recoveries website are not intended to be statements of law.

# 8. Governing law and Jurisdiction

8.1 The laws governing these Terms of Use will be the laws of New South Wales, Australia.
8.2 Each of us irrevocably agrees to the non-exclusive jurisdiction of the court of New South Wales.

Dated: August 2023