

WEBSITE TERMS AND CONDITIONS

TERMS AND CONDITIONS

This website, www.olicapital.com.au ("**Website**") is owned and maintained by Oli Capital Pty Ltd ("**Oli Capital**", "**we**", "**us**" or "**our**"), a company registered in Australia with ACN: 627 780 590. The registered office and address of Oli Capital is 'Civic Tower' Suite 1103, 66 Goulburn Street, Sydney NSW 2000.

Oli Capital is a Corporate Authorised Representative (Number: 1281917) of Suanni Capital Pty Ltd (AFSL number: 508985) and Xmeta (Aust) Pty Ltd (AFSL number: 297499). Oli Capital is authorised under Suanni Capital Pty Ltd's Australian Financial Services Licence (AFSL) to provide financial services in relation to managed investment schemes to wholesale clients, meaning that all financial services we provide regarding managed investment schemes are covered by Suanni Capital Pty Ltd's AFSL. Oli Capital is authorised under Xmeta Pty Ltd's AFSL to provide general advisory services in relation to securities and derivatives to retail and wholesale clients, meaning that all general advice we provide regarding derivatives and securities are covered by Xmeta Pty Ltd's AFSL.

These terms and conditions ("**Terms**") (together with any documents referred to within) govern your use of this Website and any of the services available on this Website. Please read these Terms carefully before you start to use the Website or any of the services available on the Website.

WEBSITE USE

By using our Website, you are deemed to have understood, and confirm that you accept these Terms and that you will abide by them. If you are using this Website as a representative of your employer, you represent to us that you have the full and unfettered legal right and authority to accept these terms on behalf of, and bind, your employer and references to "you" in these Terms will be deemed to refer to your employer. If you do not agree to these Terms, please refrain from using our Website. Use of our Website includes accessing or browsing our Website. Where any information contained on this Website is available for download or copying, these Terms apply to such information as may be downloaded or copied.

ACCESS TO OUR WEBSITE

Access to our Website is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on our Website without notice to you. From time to time, we may restrict access to some parts of our Website, or our entire Website. You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and that they comply with them.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat this information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

Depending on your country of residence, you may not be able to use all of the functions of this Website or the services available on the Website. It is your responsibility to follow the rules and regulations of your country of residence.

CHANGES TO OUR WEBSITE

We do not guarantee that our Website, or any content on it, will be free from errors or omissions. While we aim to update our Website regularly, we are under no obligation to do so and as the information contained on it is inherently subject to change without notice it may be out of date at any given time. You should therefore not act, or refrain from acting, on the basis of any information contained on, or obtained from, or from any publications or links to other websites provided on this Website. You should always obtain appropriate advice where necessary from a suitably qualified professional in relation to any particular matter or circumstance.

DISCLAIMER

The information on this Website is provided by Oli Capital for general information purposes only and is made available "as is", without any representation or warranty, either express or implied, being given as to the accuracy, completeness, timeliness, reliability or otherwise of its content. No responsibility is accepted by us for any errors, omissions or any inaccurate information on this Website. The material posted on this Website, including any regulatory announcement, is not intended to amount to or provide, constitute or comprise, investment, financial, legal or other advice on any particular matter and no action should be taken or omitted to be taken in reliance on the information contained on this Website. Advice should always be sought from a suitably qualified professional in relation to any particular matter or circumstance.

This Website contains hypertext links to other websites that are owned or operated by parties other than Oli Capital and are included for your convenience only. Oli Capital has no control over and is not responsible for the content or availability of any such third party websites, and inclusion of a hypertext link or other link does not imply any recommendation or endorsement of the material or content on such websites by Oli Capital, nor any association with their operators.

To the fullest extent permitted by law, we expressly exclude, and accept no liability for any loss or damage which may be suffered by you, or any third party, and/or which may arise from the use, or the inability to use, this Website (or any website linked to it) or the use of, or any reliance placed on, any information contained on this Website (or any website linked to it), including, but not limited to direct, indirect, consequential or other loss or damage, loss of data, loss of income, profits, contracts or opportunity, loss of goodwill or claims by third parties and whether caused by tort (including negligence), breach of contract or otherwise, even if such loss or damage was reasonably foreseeable by us.

We cannot guarantee that this Website will be available at all times or that it will be free from delays, interruptions and errors; the exclusions in the previous paragraph will extend to any claims relating to the functionality or availability or otherwise of this Website at any time or for any period.

The information on this Website is not intended for distribution in or into, or for use by any person or entity in any jurisdiction where such distribution or use would be contrary to any local law, order, directive or regulation. You should acquaint yourself with any local laws, order, directives or regulations that might apply to the use of this Website.

GENERAL ADVICE WARNING

Oli Capital is making the information available on this Website for general information purposes only and is not personal financial product advice. Any advice contained in this document is general advice only and has been prepared without considering your objectives, financial situation or needs. Before acting on any information, you should consider the appropriateness of the information provided and the nature of the relevant financial product having regard to your objectives, financial situation and needs.

You should seek independent financial advice prior to making an investment decision (including a decision about whether to acquire or continue to hold) about a financial product. You should consult appropriate professional advisers on any legal, stamp duty, taxation and accounting implications of making an investment.

When considering whether to use a financial service offered by Oli Capital in this website you should read the relevant disclosure documents for important information in relation to those financial services.

WHOLESALE INVESTORS

Certain information on this Website are only for Wholesale Investors as defined in Section 761G and Section 761GA of the Corporations Act (2001) (Cth). These contents are not suitable and intended to be read by retail investors.

PAST PERFORMANCE

Past performance is not indicative of future performance. Oli Capital does not guarantee the performance of any financial products referenced on this website or the return of an investor's capital or any specific rate of return.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

The information, announcements, content, graphics, text, sound, images, trademarks, service marks, logos and all other materials contained on this Website (the "**Materials**"), including but not limited to the homepage and all other pages and publications, are protected by copyright, database right, trademark and other proprietary rights. The Materials are owned and controlled by Oli Capital or the party credited as the provider of the Materials, except as otherwise indicated. No person may copy the Materials (except for one copy for personal use only, provided that all copyright and other notices contained therein are left intact), republish, redistribute, transmit, alter, edit or otherwise exploit them, in any manner for any purpose, without the express written permission of Oli Capital (or our licensors). You agree not to reproduce, duplicate, copy, republish, redistribute, transmit, alter, edit, re-sell or otherwise exploit any part of our Website in contravention of the provisions of these Terms. If you do so your right to use our Website will cease immediately and you must, at our option, either return or destroy any copies of the Materials you have made. Oli Capital and/or any other owners of the Materials retain all right, title, interest and intellectual property rights in and to the Materials. Nothing in these Terms shall be construed as conferring by implication, estoppel or otherwise any licence or right under any copyright, patent, trademark, database right, sui generis right or other intellectual property right or proprietary interest of Oli Capital or any third party. All other trademarks, service marks or logos contained on this Website are the property of their respective owners. For further details of trademarks of Oli Capital please contact us. The use of automated systems or software that is used to extract data or information from this Website for commercial use is prohibited.

UPLOADING MATERIAL TO OUR WEBSITE

Whenever you make use of a feature that allows you to upload material to our Website, or to make contact with other users of our Website, you must ensure it means reasonable content standards. You warrant and represent that any such contribution complies with those standards, and you indemnify us for any breach of that warranty and representation. Where you post or upload any material to our Website such material will be considered by us to be non-confidential and non-proprietary and, as such, we will have the right to use, copy, distribute, sell and disclose any such material to third parties for any purpose whatsoever, including for commercial gain. We also reserve the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website. We have the right to, and shall, remove any material or post you make on our Website if, in our absolute opinion, it does not comply with the content standards and acceptable use policy. We exclude liability for actions taken in response to breaches of our content standards and acceptable use policy.

PROHIBITED USES OF OUR WEBSITE

You may use our Website only for lawful purposes. You may not use our Website in any way that breaches any applicable local, national or international law, order, directive, regulation or any similar restriction or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose, intent or effect nor to send, knowingly receive, upload, download, use or re-use any material. You agree that you will not access without authority, nor interfere with, damage or disrupt any part of our Website or any equipment or network on which our Website is stored, any software used in the provision of our Website, or any equipment, network or software owned or used by any third party. Neither may you use our Website to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (commonly known as "spam") or to knowingly transmit any data, or to send or upload any material that contains viruses, trojans, worms, logic bombs, spyware, adware or any other harmful programs or similar computer code designed to affect the operation of any computer software or hardware in any adverse way. We will report any breach of this provision to the relevant law enforcement authorities and cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

COOKIES

Cookies are small files that are placed on your device by websites which collect information about your use of those websites. Different types of cookies are used for different purposes. There are cookies that are active for a single session which, for example, help to facilitate the completion of application forms or surveys. On the other hand, persistent cookies are stored on your device and help websites remember your information and settings when you visit them in the future.

We use cookies for various purposes which include:

- to allocate an identification number to your Internet browser (you cannot be identified from this number);
- determining if your browser has previously visited the website and remembering your settings/preferences;
- tracking and reporting on website usage;
- identifying other pages or third parties' websites your browser has accessed;

- personalising your experience, including your access to services that we provide on our websites. For example, providing customised content, support and advertising that may be relevant to your interests and needs; and
- providing enhanced security and fraud detection.

You can choose to change your browser's cookie settings via your browser privacy settings, including blocking the use of cookies. If you decide to delete or block certain cookies, your experience on our Website may be limited, or you may find that some parts of the Website won't work.

VIRUSES

We do not warrant that our Website will be secure or free from bugs or viruses and we accept no liability for any loss or damage that might result from the transmission of any denial-of-service attack, viruses or other technologically harmful material via our Website. It is your responsibility to ensure that your information technology, programs and equipment are properly configured to enable you to access our Website and that they have appropriate and up to date virus protection software installed.

SEVERABILITY

In the event that any terms or provisions of these Terms shall be determined to be illegal, invalid, or unenforceable in whole or in part for any reason whatsoever including, but not limited to illegality, unenforceability or invalidity, this shall not affect the enforceability or validity of the remaining terms or provisions or parts thereof which shall continue to be binding and enforceable.

CHANGES TO THESE TERMS

Oli Capital may revise these Terms at any time without notice to you. The version of these Terms which is on the Website is current and you should review the Website from time to time. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on our Website.

GOVERNING LAW

Any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of New South Wales and the New South Wales courts will have exclusive jurisdiction over any claim arising from these Terms, although we retain the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.

If you have any questions about our Website, please contact us at info@olicapital.com.au.