



## WEBSITE TERMS AND CONDITIONS

www.tradehall.co



#### WEBSITE TERMS AND CONDITIONS

## 1. GENERAL

- 1.1 The website tradehall.co is owned and operated by Tradehall Pty Ltd ('we', 'us', or 'our'), a company incorporated in Australia.
- 1.2 Your access to and use of the Website is subject to these Website Terms and Conditions, our Client Agreement and any notices, disclaimers or other terms or statements contained on the Website (collectively referred as 'Terms').
- 1.3 By using this website, however accessed, you agree to be subject to the Terms.

## 2. ACCURACY OF INFORMATION ON WEBSITE

2.1 The information contained on the Website is not guaranteed, we do not warrant that any information on this website is current or accurate. It is strictly for informational purposes only and subject to change at any time without notice. Your continued use of the site will constitute as an acceptance of the modified Terms and Conditions. To the extent permitted by law, we do not accept any responsibility arising in any way from errors in, or omissions from, the information on this website. The materials described on the Website may vary from time to time and may not always be available and may be restricted.

#### **3. VISITOR RESPONSIBILITY**

- 3.1 The information on the Website is not directed or intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.
- 3.2 The informations or materials in the Website should not be regarded as recommendations; or an offer to acquire, buy or sell; or an offer to acquire, buy or

sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal.

- 3.3 The legal requirements in various countries which may restrict the information which we are lawfully permitted to provide to you.
- 3.4 Visitors to the Website are responsible for ascertaining the terms of and comply with any local law or regulation to which they are subject.
- 3.5 To use our services, visitors must be over the age of 18 years.

### 4. GENERAL CONDITIONS

- 4.1 These Terms and Conditions can be modified at any time and you agree to continue to be bound by these Terms and Conditions as modified. We will send you a notice of these changes by publishing revised Terms and Conditions on the Website we will not separately notify you of these changes.
- 4.2 If the entire or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforce-ability of that provision in any other jurisdiction is not affected. This Terms has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

#### 5. NO ADVICE GIVEN

- 5.1 The Website is not designed for the purpose of providing personal finance or investment advice. The information on the Website has been prepared without regard to any user's investment objectives, financial situation or needs.
- 5.2 You should evaluate whether the information on the Website is suitable to your particular investment objectives, financial situation and needs. You should consider this before making an investment decision with the basis of the information on the Website.You should not interpret any material on the site as business, finance, investment, hedging, trading, law, supervision, tax or accounting recommendations, and should not make content as any investment decision or represent your primary basis.

Unless otherwise specifically stated, the information on the Website does not constitute nor should it be considered as suggestions for any financial products or services provided by us.

#### 6. TRADEMARK AND COPYRIGHT

- 6.1 TradeHall is registered trademark of TradeHall Pty Ltd.
- 6.2 The logos and other marks we display on our website are proprietary service marks or trademarks of us or our third-party partners. This may include names, terms and/or data. These names, terms and/or data may or may not carry symbols that identify them as copyrighted or registered trademarked names, terms or items. In any case, the absence of any such symbols should not be understood to mean that the name, term or data is not our own or third-party intellectuals.
- 6.3 Moreover, any third-party intellectual property used by us in the content on our Website should not be interpreted as the third-party endorses or is in any way affiliated with us or with our business, nor that they make any representation regarding the advisability of trading in our products.
- 6.4 Unless it is necessary in order to view the information on the Website on your browser, or as permitted by application laws or these Terms and Conditions, no information or content on the Website may be otherwise reproduced, adapted, uploaded to a third-party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.
- 6.5 You acknowledge and agree that we shall be entitled to require you to remove or delete any link from another website to the Website which you install without our specific written consent.
- 6.6 Our trademarks must not be used in conjunction with any products or services that may cause confusion or derogation among consumers or damage our reputation. You may not use, copy, modify or display any trademarks, service marks, names or logos that appear on the website without the specific written consent from us.

# 7. PRODUCTS AND SERVICES

7.1 Not all products and services mentioned on the website must be provided by us. The identification or use of any third-party products, services, websites or networks

does not mean an endorsement of such products, services or websites or networks. This website may allow you to access websites and networks provided by people other than us through hypertext or other links.

- 7.2 We are not responsible for any form of responsibility for any website or any material on the network that is not under our direct control. We provide these links only for your convenience. We do not make any statements about the content of the website. We may not necessarily have to test any information, software or products found on any site, and therefore make no representations about the suitability or appropriateness of the content or sponsors of the site or the products or transactions described therein.
- 7.3 You acknowledge that accessing such other websites or networks through such links may require us to provide the owner of that website or network with certain information about you.

#### 8. THIRD-PARTY OFFERS

- 8.1 The Website may contain references to other special offers or promotions by persons who are not from TradeHall.
- 8.2 Under the premise of complying with any applicable laws that cannot be excluded, we do not make any guarantees or representations regarding the quality, accuracy, marketability or applicability of the goods or services provided by these people. You obtain goods or services from these people at your own risk. You shall bear all the responsibilities, losses, damages, costs and expenses incurred by or related to your acquisition of goods or services from third parties mentioned on the website by each member of TradeHall.

#### 9. PRODUCTS AND SERVICES

- 9.1 Your use of products and services does not mean to give you ownership of any intellectual property rights in our products or services or the content you access.
- 9.2 Unless you have the owner's permission or legal permission, you may not use the content in our products and services. These Terms and Conditions do not grant you the right to use any brand or logo used in our products and services. Please do not delete, obscure or change any legal notices displayed in or with our products and services.

- 9.3 You also agree to access this website through a web browser, and not to access this website or any other page of this website through any other unauthorized third-party application.
- 9.4 Except as expressly stipulated in this article, you may not use, use "framing technology" to use, download, upload, copy, copy, copy, print, display, execute, republish, sell, license, publish, transmit, transmit, redistribute, distribution, or any form of commercial use of the website, any part of the website or any information or content on the website without our specific written permission.
- 9.5 We reserve the right to investigate and take legal actions against any illegal and/ or unauthorized use of our products and services, including (but not limited to): unauthorized use of the website through third-party applications, robots, spiders, and automated equipment Authorized access, or data mining or extraction tools or other unauthorized means; interference with the site; any behavior that causes an unreasonable burden on the website; or any link to any page on the website other than the homepage. Our decision not to take legal action for any violation of the terms of use shall not be interpreted as a waiver of the Terms and Conditions or our legal rights.

#### 10. ACCURACY OF DATA

- 10.1 Regarding any market data or other information displayed on the website by us or any third-party service provider:
  - Such data is only indicative, if any such data or information is inaccurate or incomplete in any respect, we and any such providers are not responsible;
  - We and any such providers are not responsible for any actions you take or do not take based on such data or information; and
  - such data or information is proprietary to us and/or any such provider and you are not permitted to re-transmit, redistribute, publish, disclose or display in whole or in part such data or information to third-parties except as may be required by any law or regulation.
- 10.2 We strive to ensure the completeness and accuracy of the website, but we do not guarantee that the information or materials are up-to-date or accurate at all times, so we should not rely on it. The website may contain typographical errors, inaccuracies or other errors, and third parties may add, delete and change the website without authorization. To the extent permitted by law, we do not assume any responsibility for errors or omissions in this information.
- 10.3 In the event that an error arises, kindly inform us so that we can correct it immediately.

#### **11. WARRANTIES OF PERFORMANCE**

- 11.1 Other than the content clearly stipulated in these Terms and Conditions or additional terms, neither us nor our partners have made any specific commitments to our products and services. We make no promises regarding the content of products and services, the specific features of products and services or their reliability, availability, or ability to meet your needs. We provide products and services on an "as is" and "available" basis.
- 11.2 Unless otherwise stated to the contrary, we do not guarantee any specific interest rate or return, the execution of any investment or the repayment of capital of any investment. Investment is subject to investment and other risks. Possible risks may include delays in repayment and loss of income or investment capital.
- 11.3 Some jurisdictions provide certain guarantees, such as implied warranties for products. Marketability, applicability for specific purposes and non-infringement. To the maximum extent permitted by applicable law, we exclude all guarantees.

#### 12. LIMITATION OF LIABILITY

- 12.1 To the maximum extent permitted by law, we, our affiliates, directors, senior managers, employees, agents or our representatives ("all parties") shall not be liable for any loss to you or any third party. Use, access, reliance on, inability to use or improper use of this website, any information posted by its users on the website or any other information, content, materials or products and services caused by any form of damage or any form of damage on the website Available information (including but not limited to damage to your computer or computer system or settings, loss of data, loss of income or profit, possible loss due to use, delayed use or inability to access this website, or any connection with the website Other ways, including downloading any software from the website).
- 12.2 Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide the Website or any part of it, or for any problems with the Website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying the Website or any part of it to you, or to paying for the resupply of the Website or any part of it to you.
- 12.3 We do not make any representations or warranties that the website or materials will meet your requirements or that the website or any software is uninterrupted, safe or free of errors or viruses.

#### 13. YOUR PRIVACY

- 13.1 We may monitor your use of the Website, and we may use the resulting information for our internal business purposes.
- 13.2 For more information on the use of your personal information, kindly refer to our Privacy Policy. This explains how we process your personal data and protect your privacy when you use our products and services.

#### 14. NOTICES

14.1 We may send notifications to the email address you provided to us. It is your responsibility to ensure that we are notified of any changes to your email address. Any notice we send to your email address shall be deemed to have been delivered at the time of delivery.

#### 15. RISK WARNING

15.1 The products and services described on the website carry significant risks and may not be suitable for all investors. You should not enter into any transactions unless you have fully understood all the risks involved and have independently determined that such transactions are appropriate for you.

## 16. TERMINATION

16.1 We have the right to terminate your use of the Website if we determine in our sole discretion that you have breached the Terms and Conditions.

Get in Touch +612 9098 4727 info@tradehall.co

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