



### Terms of Use:

The [Lincoln & Carlisle](http://www.lincolncarlisle.com) website located at its primary domain [www.lincolncarlisle.com](http://www.lincolncarlisle.com), ("Lincoln & Carlisle Website") which is operated by the Lincoln & Carlisle Pty Ltd ("we", "us", "our" or "Lincoln & Carlisle", which expressions shall as the context permits mean Lincoln & Carlisle Pty Ltd and its associated or related companies and assigns). Your access to and use of the Lincoln & Carlisle Website content and services featured on the website, including the online services which we introduce from time to time ("Services") as well as access to information and materials concerned with projects featured on the website or otherwise undertaken or adopted from time to time by Lincoln & Carlisle ("Projects") is subject to these terms, the Lincoln & Carlisle Privacy Statement, the Lincoln & Carlisle Copyright and Trade Mark Notice and any other terms stated on or referred to within the Lincoln & Carlisle Website ("Terms of Use").

#### 1 What you must do

1.1 Under these Terms of Use, we may offer you, subject to content availability, the ability to register your personal details and log on to a secure part of the Lincoln & Carlisle Website by your personal username and password, as set by Lincoln & Carlisle ("Subscriber ID") to access confidential information and material pertinent to our registered interest, subject to and upon the terms of confidentiality as prescribed upon your logon. In entering into the Terms of Use, you are undertaking to use the Lincoln & Carlisle Website and to avail of the Services and pursue interest in the Projects in a responsible manner in accordance with these Terms of Use and conditions of confidentiality as so provided.

1.2 If you are under 18 years of age, you must obtain a parent/guardian's consent prior to using the Lincoln & Carlisle Website or to partake of the Services or participate in any Projects. If you are an employee of a company or other entity and are acting in that capacity, you must be authorised and have legal capacity to enter into these Terms of Use on behalf of your employer (the "Company") and you must only use the Subscriber ID to log onto the secure part of the website to access information and materials with regard to Lincoln & Carlisle, the Services or Projects.

1.3 You acknowledge that the Subscriber ID is issued to you for the purposes of accessing the secure part of the Lincoln & Carlisle Website to obtain information and access material and for authorising instructions or requests for use of the Services or participation in the Projects and you are solely responsible and liable to ensure that the purpose of your access and use is lawful. Any other use of your Subscriber ID is strictly prohibited. You and your Company (if applicable) are solely responsible for all instructions or requests authorised by use of your Subscriber ID. Lincoln & Carlisle is entitled to rely on your Subscriber ID as conclusive evidence of your identity and authority without further investigation. You and your Company (if applicable) are solely responsible for any loss caused by use of your ID by you or any other person.

#### 2 What you must not do

2.1 You must not:

(a) access or use the [Lincoln & Carlisle Website](http://www.lincolncarlisle.com), partake of the Services or acquire information in regard to or participate in any Projects, or undertake in any activities or post or transmit to or via the Lincoln & Carlisle Website any information or materials which

#### Lincoln & Carlisle Pty Ltd

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breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes;

(b) use the [Lincoln & Carlisle Website](#) or the Services in a way or post to or transmit to or via the Lincoln & Carlisle Website or the Services any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other user from the use or enjoyment of the Lincoln & Carlisle Website, the Services or the Projects;

(c) use the Lincoln & Carlisle Website or the Services to send unsolicited electronic mail messages to anyone;

(d) make any fraudulent or speculative enquiries, bookings, reservations, representations or requests using the Lincoln & Carlisle Website or the Services or which is in relation to the Projects;

(e) use another's name or Subscriber ID without permission from that person;

(f) post, or transmit via the Lincoln & Carlisle Website or the Services, any obscene, indecent, inflammatory, pornographic, illicit or unlawful material or material that could give rise to civil or criminal proceedings;

(g) tamper with, hinder the operation of or make unauthorised modifications to the Lincoln & Carlisle Website, the Services or the Projects;

(h) knowingly transmit any virus or other disabling or corrupting feature to the Lincoln & Carlisle Website, the Services; and the Projects; and

(i) attempt any of the above acts or permit another person to do any of the above acts.

### **3 Third Party Content**

3.1 On the Lincoln & Carlisle Website any links to, reference to, or information relating to, or mention of third party products, services, and information are not provided or endorsed by us and no specific legal relationship is inferred or implied with any third party unless expressly stated by us.

3.2 We have not checked the accuracy or completeness of the information, products, or services made available at any third party website. You must make your own enquiries with the relevant third party directly before relying on any the third party information or entering into a transaction or agreement in relation to any other party via the Lincoln & Carlisle Website or the Services. You should check with the third party whether there are additional charges and terms which may apply.

### **4 Security**

4.1 For security reasons we may require you to re-authenticate yourself from time to time. For example after a period of inactivity on the connection between your browser and the Lincoln & Carlisle Website or servers supporting or hosting the Services and the Projects ("Servers"). We are not responsible for any information you may lose if the Lincoln & Carlisle Website or the Servers terminate your browser session due to prolonged periods of inactivity between your browser and the Lincoln & Carlisle Website or the Servers.

4.2 You must comply with all directions issued by Lincoln & Carlisle pertaining to the use of your Subscriber ID and access to the Lincoln & Carlisle Website, the Services or the Projects and all content and material related to the same ("Content"). You (or your Company) will be responsible for providing the computer, hardware, software and all other equipment necessary to access the Internet and you must not send or disclose your Subscriber ID to any

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other person or entity or store it in a manner that would reasonably allow another person or entity to obtain access to the Subscriber ID, except as specified in clause 5.3 below. If you choose to use a workplace email address to access the Content, you are responsible for ensuring that such use complies with any rules, policies, or protocols which apply to the use of the Internet in your workplace.

4.3 You must not keep your Subscriber ID in any form, whether encoded or un-encoded, in a location where it is capable of being copied or used by any person or disclose your Subscriber ID to any other person, other than:

(a) yourself, in the case of a person who is acting as an individual on behalf of themselves; or

(b) another employee of your Company, in the case of a person who is acting as an authorised representative of a Company, provided that such other employee agrees to be bound by these Terms of Use, and in all cases, you must keep any computer on which the Subscriber ID is stored physically secure and take all necessary precautions (including, without limitation, when downloading and running third party programs off the Internet) to protect any computer from viruses or programs which might make the Subscriber ID on the computer accessible to third parties.

4.4 You must immediately notify Lincoln & Carlisle if you become aware:

(a) that your Subscriber ID has been compromised or is known to a third party; or

(b) of any unauthorised use of your Subscriber ID; so we can take steps within our control to deactivate the Subscriber ID and issue you with a new Subscriber ID within a reasonable time of being so notified. Notice provided by you under this clause does not release you from your responsibilities under this agreement.

4.5 Lincoln & Carlisle does not guarantee:

(a) the security of Lincoln & Carlisle Website or any systems (including the Internet and the Customer's hardware and software) used in accessing the Content, or any information passed through such systems; or,

(b) access to the Content or any systems used in accessing the Content will be continuous, uninterrupted, virus or error free.

## 5 Privacy

5.1 By your access to and use of the Website and registration of your personal details for the purpose of gaining a Subscriber ID and so access the Content, you expressly understand, acknowledge and agree that under these Terms of Use:

(a) Lincoln & Carlisle may use or otherwise make available for use by others, personal information about you as it is directly or indirectly associated with or related to the Services or Projects in which you have expressed interest and which is the subject of the Data Protection Act 2018 (UK), as amended from time to time, or similar legislation in other jurisdictions where such personal information is generated or held ;

(b) you must not disclose or permit the disclosure of your Subscriber ID to any other person as this may result in your privacy being breached and/or compromised ;

(c) Lincoln & Carlisle is entitled to assume that all use of your Subscriber ID is by you, unless and until Lincoln & Carlisle receives notification from you of a compromise of your Subscriber ID and has a reasonable time to deactivate your Subscriber ID. Lincoln & Carlisle will comply with its Privacy Policy in dealing with any disclosure of your personal data

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associated with your use of the Services or which is related to the Projects in which you have expressed interest. You must not breach or compromise and/or permit a breach or compromise of any other person's privacy in using the Services or accessing the Projects and any Content, including without limitation using another person's Subscriber ID.

(d) you have accessed, read, understood and agreed to the Privacy Policy; and

(e) you consent to receive from time to time updates, information and materials or to have the same made accessible by you and which relate to the Services and Projects and otherwise your general or specific interests or in meeting any express requests as made by you upon registration or otherwise and consent to the use by Lincoln & Carlisle of your personal details and all other information provided by you at any time for the purpose of Lincoln & Carlisle best determining the Services or Projects and related Content in which you have interest or which are consistent with your expressed wishes or requests.

## **6 Customer Communications**

6.1 You acknowledge that where the Services require Lincoln & Carlisle to email you, the following will apply:

(a) Lincoln & Carlisle will address and send emails to you to the email address provided by you on registration ('Contact Details') and you are solely responsible for ensuring that your Contact Details are correct and current (including email address), your email service is operational and that you check your emails regularly;

(b) you must notify Lincoln & Carlisle as soon as possible of any changes to your Contact Details using the online method provided by Lincoln & Carlisle;

(c) if Lincoln & Carlisle sends an email to your current email address as listed in your Contact Details, you are deemed to have received that email and Lincoln & Carlisle is not obliged to take any further action to confirm that you have received, opened and/or read the email unless you promptly notify Lincoln & Carlisle and demonstrate that the email was not delivered to your email address;

(d) if Lincoln & Carlisle receives an automated email non-delivery notification indicating you have not received the email that Lincoln & Carlisle has sent you, Lincoln & Carlisle will use reasonable endeavours to attempt to contact you using the any other contact details that you submitted or made available to Lincoln & Carlisle, including non-electronic means, but does not guarantee that Lincoln & Carlisle will be able to contact you.

## **7 Indemnity**

7.1 You indemnify Lincoln & Carlisle its officers, employees, agents and related bodies corporate from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses arising out of or in any way connected to you accessing, downloading, distributing or making use of the Content or otherwise arising from your use of the Lincoln & Carlisle Website, the Services or participation in the Projects, be it in contract, tort (including negligence) and other theory of law, by you or someone using your name and password.

## **8 Disclaimer and limitation of liability**

8.1 To the extent permitted by law, neither we nor any of our officers, employees, agents or related bodies corporate will be liable in any way in contract or tort (including for negligence) or other theory of law, for any loss, damage, costs or expenses suffered by you or claims made against you through the accessing, downloading, distributing or making use of the Content, or otherwise the access to and use of the Lincoln & Carlisle Website,

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partaking of the Services or participation in the Projects, or as to any failure in that regard, including a failure to offer or provide the Services or make available participation in the Projects, or which is in connection with any products, services or information supplied, offered to be supplied or advertised by way of the Content.

8.2 To the extent permitted by law, all warranties, conditions and representations about or concerning Lincoln & Carlisle, the Services and Projects (including without limitation) those forming any part of the Content, are excluded. If a term is implied by law into these Terms of Use and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in these Terms of Use. However, our liability for breach of such term will be limited, at our option, to one or more of the following (a) in relation to goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of such goods; (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or (iv) payment of the cost of having the goods repaired; (b) in relation to Services: (i) the supply of the Services again; (ii) the payment of the cost of having the Services supplied again.

8.3 You expressly understand and agree that you have not relied on any representation, warranty or undertaking made by Harris Corporate which has not been stated expressly in these Terms of Use. Lincoln & Carlisle expressly reserves all of its rights and in its sole discretion may at any time and from time to time, change these Terms of Use and any other information relating to the Services and the Projects, including that related to the terms by which the Services are made available or upon which you may participate in the Projects, and your subsequent use of your Subscriber ID will be governed by the varied Terms of Use. Without limiting the generality of the foregoing, Lincoln & Carlisle's ability to give notice by any other means, you expressly understand and agree that you will be deemed to have:

- (a) received adequate notice of such changes where Lincoln & Carlisle places a notice on the Harris Corporate Website (including without limitation) the homepage of your secure part of the Lincoln & Carlisle Website as accessed by your Subscriber ID or sends details of the changes to you by way of your Contact Details; and
- (b) agreed to such changes the next time you have used your Subscriber ID to log onto the secure part of the Lincoln & Carlisle Website where publication of the relevant notice has been made therein on your homepage.

### **9 Use of your information and material**

9.1 When you send us any feedback, suggestions, ideas, or other materials in relation to the Content via the Lincoln & Carlisle Website or the Services, you agree that we can use, reproduce, publish, modify, adapt, and transmit them to others free of charge and without restriction, subject to our obligations in our Privacy Statement.

### **10 Taxes & Levies**

10.1 If any VAT, GST, State or Federal tax or levy ("Tax") is imposed on any supply made by us through the Harris Corporate Website or the Services, you must pay to us, in addition to any consideration payable or to be provided by you for this supply, an additional amount for the supply calculated by multiplying the prevailing Tax rate by the consideration for the relevant supply payable or to be provided (without any deduction or set off) by you under any other clause in these Terms of Use. Any amount payable by you is payable on demand by us, whether such demand is made by an invoice or otherwise.

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## 11 Non Solicitation

11.1 You acknowledge and agree that nothing contained or featured in , accessed or published by or through the Lincoln & Carlisle Website or made available to you in respect of the Services or the Projects, amounts to or may be deemed an uninvited solicitation for you to partake of the Services or amount to a public offering, solicitation of you for investment or an invitation for you to invest in or subscribe for any investment or other participation in any Projects or any company, business or corporation associated with the Projects.

## 12 Changes

12.1 We may vary any of these Terms of Use at any time and any Content, at any time and your subsequent use of the Subscriber ID will be governed by the varied Terms of Use. Without limiting Lincoln & Carlisle's ability to give notice by any other means, you will be deemed to have:

- (a) received adequate notice of such changes where Lincoln & Carlisle places a notice on the Lincoln & Carlisle Website advising that these Terms of Use have been changed; and
- (b) accepted the changes to these Terms of Use and agreed to be bound by the revised Terms of Use if you continue to use the Subscriber ID to access the Content after the date that notification of changes on the Lincoln & Carlisle Website is posted.

## 13 Termination

13.1 If, in Lincoln & Carlisle's reasonable opinion, you breach any of these Terms of Use, we may suspend, terminate or limit your access to the Lincoln & Carlisle Website, the Content, the Services or the Projects and terminate the Terms of Use effective immediately. We reserve the right to cancel your Subscriber ID at any time without notice and/or to discontinue one or more of the Services or your participation in any Projects, at any time for any reason. Any withdrawal by Lincoln & Carlisle of the Services or the Projects will not affect the validity or operation of any contract governing the Services and the Projects.

## 14 General Matters

14.1 This agreement is governed by the law in force in the Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Australia and courts of appeal from them for determining any dispute concerning this agreement.

14.2 If any of these Terms of Use are invalid or unenforceable, it will be struck out and the remaining terms will remain in force. 15.3 If we do not act in relation to a breach by you of these Terms of Use, this does not waive our right to act with respect to subsequent or similar breaches.

14.4 The Agreement is personal to you and you may not assign or transfer your rights or benefits under these Terms of Use to any other person or entity without the prior written consent of Lincoln & Carlisle.

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Business Solutions – Financial Instruments – Business Consulting