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# WEBSITE TERMS OF USE

Superhero Markets Pty Ltd (ABN 36 633 254 261) a Corporate Authorised Representative (AR No. 1276309) of Superhero Securities Limited (ABN 96 160 456 315) (AFSL No. 430150).

References in this document to "Superhero", "we", "our", or "us" refer to the above entity.

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## 1 Our Website

This website and web application (**Website**) are owned and operated by Superhero Markets Pty Ltd (ABN 36 633 254 261) (**Superhero Markets**) and its related bodies corporate (**Superhero, us, we** or **our**). Superhero Markets provides financial services as a Corporate Authorised Representative of Superhero Securities Limited (ABN 96 160 456 315) (AFSL No. 430150).

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Superhero may, at any time and at its sole discretion, vary these terms and conditions without notice to you. By subsequently accessing our Website, you are agreeing to the varied terms and conditions.

## 2 General advice warning

All information and material contained on our Website is general in nature and does not consider your financial situation, investment needs or objectives. The information does not constitute personal financial advice, nor a recommendation or opinion that a security or service is appropriate for you. You should seek independent and professional tax and financial advice before making any decision based on this information.

All information displayed on our Website, including, but not limited to, product and service information, fees, and security prices, is subject to change at any time without notice.

## 3 Applicable law

Our Website and these terms and conditions are governed by the laws in force in the State of New South Wales in Australia. You submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia in respect of any disputes arising from your use of the Website or these terms and conditions.

Our Website is intended for members of Superhero only, and the information on this Website is not directed at, or intended for distribution or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local laws or regulations.

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#### **5 Disclaimer and limitation of liability**

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To the maximum extent permitted by law, Superhero shall not be liable for any errors, omissions, defects or misrepresentations in the information displayed on our Website, and disclaims liability for any loss, damage, cost or other expense arising either directly or indirectly as a result of your reliance on, use of, or inability to use, any information displayed on our Website.

Our liability for negligence, breach of contract or contravention of any laws as a result of any technical difficulties impacting any part or all of our Website, which cannot be lawfully excluded, is limited to rectifying any such technical difficulties as soon as practicable.

#### **6 Indemnity**

You agree to indemnify Superhero Markets and its related bodies corporate, and each of their directors, officers and employees, in respect of all loss, damage, cost, claim or demand, including reasonable legal fees, fines, penalties or expenses incurred or suffered by us in connection with your use of the Website in breach of these terms and conditions or the Terms and Conditions.

## **7 Third party information and trading data**

Our Website may contain market data or other information from third parties, including hyperlinks to other websites. Such data or information is not under our direct control and has not been verified by us. Neither Superhero, nor the relevant third party provider, makes any representation or warranty as to the accuracy, timeliness, reliability, appropriateness or completeness of any third party data or information.

You acknowledge that any such data or information is proprietary to us and/or the relevant third party provider, and you must not reproduce, adapt, modify, upload, link to, transmit, or distribute any such data or information to third parties, except as may be permitted by these terms and conditions, the Terms and Conditions, or any applicable laws or regulations.

## **8 Web application**

You may incur charges from your mobile service provider for using our web application. Superhero accepts no responsibility for any such charges.

We accept no responsibility for any connectivity issues, errors or disruptions caused by your mobile service provider that may affect the performance or functionality of our web application.

## **9 Privacy and security**

You are responsible for protecting your privacy when using our Website by maintaining the confidentiality of your login details and restricting third party access to your account in accordance with our Terms and Conditions. You should not access our Website from a public or shared computer or mobile device.