

## **WEBSITE TERMS AND CONDITIONS**

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### **TERMS AND CONDITIONS**

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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.

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### **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 anytime, 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.

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## **GENERAL ADVICE WARNING**

Softwater 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 Blackchess Investment in this website you should read the relevant disclosure documents for important information in relation to those financial services.

## **PAST PERFORMANCE**

Past performance is not indicative of future performance. Softwater 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.

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## **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 co-operate 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**

Softwater 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.