

## Terms and Conditions

Please read these terms and conditions carefully; they contain essential information about your rights and obligations.

### 1. Introduction

1.1 Please read these terms and conditions carefully before using any of the websites operated by Vix Vizion Pty Ltd or its affiliates ("VIX VIZION"). By accessing or using the VIX VIZION website ("Site"), you agree to be legally bound by these terms and conditions as they may be modified and posted from time to time.

1.2 By using the VIX VIZION Site, you accept and agree to these terms and conditions of use as they apply to your use of the VIX VIZION Site.

### 2. Nature of the VIX VIZION site

The VIX VIZION Site is a description of the operations, business activities, investments, partners, and the team of VIX VIZION together with our views and opinions on certain aspects of our industry. It is solely your responsibility to evaluate the accuracy, completeness, usefulness and fitness for any purpose of all details of opinions, advice, services and other information provided on the VIX VIZION Site.

### 3. Modifications to offering

We reserve the absolute right to alter, suspend or discontinue any aspect of the VIX VIZION Site or the services provided through it, including your access to it. Unless explicitly stated any new features including the release of new services, news and events, articles, resources and any other content should be subject to these terms and conditions.

### 4. Security

You are solely responsible in all respects for all use of and for protecting the confidentiality of any email verification number and password which may be given to you or selected by you for use on the VIX VIZION Site. You may not share these with or transfer them to any third parties. You must notify VIX VIZION immediately of any unauthorised use of them or any other breach of security regarding the VIX VIZION Site which comes to your attention.

### 5. Applicability of online materials

The VIX VIZION Site is controlled and operated by Vix Vizion Pty Ltd from its offices in Albion, Queensland, Australia. We make no representations that the VIX VIZION materials are appropriate or available for use in other locations. Those who visit the VIX VIZION Site from other locations do so on their initiative and are responsible for compliance with all applicable laws.

### 6. Liability

6.1 The VIX VIZION Site and all materials and information thereon are provided on an "as is" basis. To the fullest extent permissible by applicable law, we do not make any express or implied warranties, representations or endorsements whatsoever about the Site. To the fullest extent permitted by law we will not be liable to Users for any loss or damage of any

nature whatsoever and howsoever arising (including due to our negligence) out of or in connection with the viewing, use or performance of the VIX VIZION Site or its contents, whether due to inaccuracy, error, omission or any other cause and whether on the part of VIX VIZION or our servants or agents, or any other person.

6.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from the Site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

## 7. Copyright and monitoring

The contents of the VIX VIZION Site are protected by international copyright laws and other intellectual property rights. The owners of these rights are VIX VIZION or other third party licensors. All product and company names and logos mentioned in the VIX VIZION Site may be the trademarks, service marks or trading names of their respective owners, including VIX VIZION. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the VIX VIZION Site including, but not limited to, text, graphics, video, messages, code and/or software without our prior written consent. Permission to print one hard copy of any page is granted to you for personal non-commercial reference only.

## 8. Linked sites

VIX VIZION provides hypertext links to sites on the Internet which are operated by other people, and we make no representations whatsoever about any other site which you may access through this VIX VIZION Site or which may link to VIX VIZION Site. When you access any other website, you understand that it is independent of the VIX VIZION Site and that we have no control over the content or availability of that website.

## 9. Availability of VIX VIZION site

We will endeavour to make the VIX VIZION Site available but cannot guarantee that the VIX VIZION Site will operate continuously or without interruptions or be error-free. You must not attempt to interfere with the proper working of the VIX VIZION Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, VIX VIZION Site, router or any other internet-connected device.

## 10. General

10.1 We may assign or subcontract any or all of our rights and obligations under these terms and conditions.

10.2 We may alter these terms and conditions from time to time and post the new version on the VIX VIZION Site, following which all use of the VIX VIZION Site will be governed by that version.

10.3 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from them and shall be deemed to be deleted from them.

10.4 These terms and conditions and your use of the VIX VIZION Site are governed by Australian law.

## 11. Disclaimer

The content of VIX VIZION's website (including text, graphics, images, video, information obtained from other sources, and other material "content") is for information purposes only. VIX VIZION makes no representations or guarantees about the accuracy or suitability of the content and links on the website.

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