

OpenDirector Pty Ltd Terms and Conditions

Financial Advice Warning

The information given by OpenDirector Pty Ltd (ACN 11 632 377 809) and provided in the web and/or mobile applications (Platforms) is either factual or general information.

Any information contained in this website is general information only and has been prepared without considering your objectives, financial situation or needs. You should not rely on any information contained in this website to make any investment decisions.

Restrictions

You must not use any spider, screen scraper, robot, or other automated similar software or device ("Prohibited Device") to use or access the Site in any way whatsoever, nor can you use any Prohibited Device (or any similar process) to copy, download or monitor the Content, without OpenDirector's prior written approval.

Search engines may access and index content on the Site provided that they obey the Robots Exclusion Standard and exclude documents with METATAG markings designed to preclude access including indexing, archiving or caching.

Account Creation

To create an account, you must be:

- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use these Platforms in accordance with these Terms.

We retain the right to cancel your account for any reason, or refuse your account creation request.

Collection Notice

We may collect personal information about you in order to provide our services and for purposes otherwise set out in our [Privacy Policy](#). That document should be read in conjunction with this document.

Accuracy, completeness and timeliness of information

The information on OpenDirector is **not comprehensive** and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the data and information on OpenDirector, to the extent permitted by law, including the Australian Consumer Law, **we make no warranty regarding the information on OpenDirector**. You should monitor any changes to the information contained on these Platforms.

Furthermore, we make no commitments in regards to the minimum amount of uptime that our platforms will maintain, although we will make every reasonable attempt to ensure that the platforms are operational.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of OpenDirector or a linked website. You must take your own precautions to ensure that whatever you select for your use from OpenDirector is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to OpenDirector (including the Terms) or the information, products or services described in it. However, we do not undertake to keep OpenDirector updated. We are not liable to you or anyone else if errors occur in the information or the Platforms is not up-to-date.

Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

Purchases

Users are able to purchase premium services from OpenDirector Pty Ltd. These services can be delivered via subscription or one-off payments. We reserve the right to cancel or refuse access to our premium services for any user. The following terms apply to those users that have purchased said premium features.

- **Changes in price;**

OpenDirector Pty Ltd reserves the right to change our pricing at any time, and with reasonable notice to our subscribers. At the end of the notice period the user's next billing period (i.e. monthly or annually) payment shall be at the revised price.

- **Payment methods and security;**

Payments are via credit card and are handled by a third party payment service called Stripe. Credit card details are not stored on OpenDirector Pty Ltd's systems.

- **Cancellation;**

Users can cancel their subscription at any time. Users shall not be entitled to a partial refund, however, at our sole discretion, we may choose to give users a partial refund.

- **Subscription fees**

If applicable, users authorise OpenDirector Pty Ltd to automatically debit their credit card on their initial registration and then on each subsequent anniversary of their billing cycle (i.e. monthly or annually), until cancelled.

- **Sole use only**

Users are unable to share access to their premium features unless explicitly approved under their subscription level.

- **Australian Users**

Fees charged to Australian users are subject to GST.

Linked sites

Our Platforms may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in these Platforms and in all of the material (including all text, graphics, logos, audio and software) made available on these Platforms (Content).

Your use of these Platforms and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to these Platforms or the Content. However, we do grant you a licence to access these Platforms and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Outside of the affiliate or partnership program, social sharing buttons, infographic download feature, PDF download feature (only available with selected subscription levels) or with written permission any reproduction or redistribution of these Platforms or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of these Platforms, the Content or any part of it is prohibited, except to the extent permitted by law.

No commercial use

Outside of the affiliate/partnership programs, and the professional membership levels OpenDirector is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially

exploit, create derivative works from, transfer, or sell any content, software, products or services contained within OpenDirector. You may not use OpenDirector, or any of its content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

You may not use the content for university research papers unless specific authority is obtained from OpenDirector Pty Ltd.

Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to these Platforms, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using these Platforms to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals; and
- posting or transmitting to these Platforms any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our Platforms, we have the right to take down this information at our sole discretion and without notice.

Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about these Platforms or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that these Platforms will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to these Platforms, any Content, or any feature of these Platforms at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our Platforms and/or the information or materials contained on it, or as a result of the inaccessibility of these Platforms and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

Cookies

This website utilises cookies. If you do not have cookies enabled in your web browser some functions of the site may not work as intended.

Jurisdiction and governing law

Your use of these Platforms and these Terms are governed by the law of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.

Special Conditions in relation to Share Price Providers

Share Price Providers are major data provider to OpenDirector Pty Ltd. For the purposes of this of this special condition LICENSEE shall mean OpenDirector Pty Ltd, and Share Price Providers. Furthermore:

A)

(i) "Licensee Customer" shall mean an entity that is a customer of LICENSEE and (a) provides access to the Share Price Providers Service(s) to its employees only for their internal use for business purposes; and (b) can access any of the Share Price Providers Service(s) only via a password/user ID issued by LICENSEE.

(ii) "End User" shall mean an individual that is a customer of LICENSEE and (a) whose use of the Share Price Providers Service(s) shall be solely for his/her personal non-commercial use; and (b) who can access any of the Share Price Providers Service(s) only via a password/user ID issued by LICENSEE.

B)

Share Price Providers agrees that:

(i) Neither LICENSEE, Share Price Providers, their affiliates nor any third-party licensor shall have any liability for the accuracy or completeness of the information or software furnished through the Licensee Service, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;

(ii) Either LICENSEE, Share Price Providers, their affiliates or third-party licensors have exclusive proprietary rights in any information and software received;

(iii) Subscriber shall not use or permit anyone to use the information or software provided through the Licensee Service for any unlawful or unauthorized purpose;

(iv) Subscriber is not authorized or permitted to furnish such information or software to any person or firm for reuse or retransmission without prior written approval of the source of such information or software;

(v) Access to the Share Price Providers Service(s) is subject to termination in the event that any agreement between LICENSEE and a provider of information or software distributed through the Licensee Service is terminated in accordance with its terms; and

(vi) The use of the Share Price Providers Service(s) by End Users and Licensee Customers shall be in compliance with Section A(i-ii) above.