



## **Warning**

The information given by OpenDirector (OpenDirector Pty Ltd - ABN 11 632 377 809) and provided in the web and/or mobile applications (Platforms) is publicly available information or ratings created by our internal models. OpenDirector does not provide general or personal advice and does not have an Australian Financial Services License.

You should not rely on any information contained in this website to make investment decisions. Before making any investment decision we recommend that you verify the information provided by OpenDirector and seek independent financial advice.

## **Account Creation**

To create an account, you must be:

- at least 18 years of age;
- 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 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 our Platforms 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 our Platforms, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on these Platforms. 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 ever 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 these Platforms or a linked website. You must take your own precautions to ensure that whatever you select for your use from our Platforms 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 the Platforms (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the Platforms 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.

## **Trials**

New users to OpenDirector may request a trial subscription. This trial shall be up to a maximum of 30 days or a different time as agreed in writing with OpenDirector to allow the user to assess the full the platforms' experience.

## **Purchases**

Users are able to purchase premium services from OpenDirector. 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.

- Discounts/Promotional Prices;

Users that subscribe under a reduced rate shall have the discount applied for that period only (i.e. as advised on the offer, up to a maximum of 12 months). After which time, their rate shall revert to standard pricing at that date.

- Changes in price;

OpenDirector 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'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 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.

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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**

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 these Platforms. You may not use these Platforms, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

## **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.