

# Website Terms and Conditions

## **Ownership**

This website [www.barsdenprivatewealth.com.au](http://www.barsdenprivatewealth.com.au) (“Website”) is owned and operated by Barsden Private Wealth Pty Ltd (ACN 153 930 799).

In these terms and conditions, we will refer to Barsden Private Wealth Pty Ltd as “BPW”, “we”, “us” and “our”.

## **Acceptance of Website Terms and Conditions of Use**

By using our Website, you agree to abide by these terms and conditions.

We may, without notice, amend or modify these terms and conditions by posting the amended terms and conditions to our Website.

If any of these terms and conditions is found to be invalid or unenforceable, that invalidity or unenforceability will not affect the remainder of these terms and conditions, which will continue in full force and effect.

## **Intended audience**

All information provided on our Website has been prepared in accordance with Australian laws. Persons residing outside of Australia use our Website at their own risk and should take into consideration the legislative requirements of their country of residence when accessing our Website.

No action should be taken or omitted to be taken in reliance upon information contained in our Website.

The information contained and accessed on this site is provided by us for general guidance and is intended to offer the user general information of interest. The information provided is not intended to replace or serve as substitute for any accounting, financial, tax or other professional advice, consultation or service.

## **Notices regarding Documents and Services available on this Website**

Permission to use documents (such as white papers, press releases, blog posts, datasheets and FAQs etc) from the Website is granted, provided that:

- (a) the below copyright notice and this permission notice appear in all copies,
- (b) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media; and
- (c) no modifications of any such documents are made.

Use for any other purpose is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Documents specified above do not include the design or layout of our Website or any other BPW operated, licenced or controlled website.

Elements of our Website are protected by copyright, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from our Website may be copied or retransmitted unless expressly permitted by us.

### **RSS Feeds, Podcasting and eMail Updates**

RSS feeds, podcasting and email updates are free services that may be offered by us to individuals for personal, non-commercial use.

Our RSS feed is a means by which we offer article headlines, descriptions and links in XML to individuals who use RSS readers or aggregators.

A podcast is an audio program for which individuals can subscribe. We make podcasts available to individuals for their own personal use.

RSS, podcasting and email update aggregators may incorporate our feeds into our directories for the benefit of individuals using the aggregator.

Any other use is prohibited, including copying, reproducing, republishing, uploading, posting, transmitting, or distributing our feeds or podcasts in any way by any means.

We reserve the right to discontinue our feeds, podcasts and email updates at any time. All content, imagery, and logos that appear within the our RSS feed, podcasts and email updates are owned by us and all rights are reserved.

### **Shopping Cart**

Our Website may include an electronic shopping cart. In the event that you commence but do not complete a transaction, we or our agents may use the information you have entered to contact you by email to either:

- (a) remind you that the transaction remains incomplete; or
- (b) understand why the transaction did not complete ('Follow Up Email').

By using our Website, you consent to receiving such Follow Up Emails. If you do receive a Follow Up Email, you can request that we do not make further contact regarding the incomplete transaction.

### **Member account, password and security**

If any of our Website's services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form.

You also will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to keep your username and password confidential and secure, and not to permit any other person to access the services using your username and password. You acknowledge that your details are non-transferrable.

You agree to notify us immediately of any unauthorised use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

You must provide us with complete and up-to-date information, as requested. It is your responsibility to inform us of any changes to your registration information.

### **Restrictions on use**

All information provided on our Website has been provided for personal and non-commercial use. It is general information only and should not be relied upon in lieu of professional advice.

The information on our Website is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of information on our Website or links to third party sites is not an endorsement of any organisation, product or service.

While care has been taken in preparing the content of the information provided on our Website, we cannot accept any liability, including for any loss or damage, resulting from the reliance on the content, or for its accuracy, currency and completeness.

Any use of our materials or information by another person or organisation is at the user's own risk.

### **Intellectual property**

 **BarsdenPrivateWealth**  
dynamic advice with integrity  
All <sup>™</sup> logos and names are owned by us.

All content on our Website including logos, brand names, text, photographs, information, statistics, data, images and other material is protected by copyright, trademark and intellectual property laws in Australia.

Our name and/or logos must not be reproduced or used in any way unless we provides our prior approval in writing.

Reproduction of any part of our Website without our express permission is forbidden unless otherwise indicated.

Where reproduction is permitted, only one copy of the material may be made, and that copy may only be used for personal or non-commercial purposes. Where reproduction is permitted you must not amend or edit the material in any way, and we assert our right to be recognised as the author.

## **Indemnity, disclaimer and limitation of liability**

Whilst due care has been taken in the preparation of the content of our Website, we make no representations regarding the accuracy, currency or reliability of the information provided unless otherwise indicated, and note there may be errors, omissions and typographical errors contained in the material provided.

Our Website and the materials it contains are provided on an as-is basis, and to the fullest extent permitted by law we disclaim all warranties. The information presented on our Website is changed periodically, and we may make improvements and/or changes in the services, products and/or documentation described at any time, without notice.

BPW and our directors, officers, servants, agents, contractors and subcontractors will not be liable for any loss or damage other than that which cannot be excluded by law arising as a result of using our Website or reliance on any information provided on our Website.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In the event that any of the above limitations or exclusions are held to be unenforceable, our total liability shall not exceed the amount of the fee you may have paid.

In addition, we do not warrant that our Website is error free or that the hosting servers it is hosted on are free of viruses or other malicious software.

You agree to indemnify us and employees, related parties, directors, officers, servants, agents, contractors and subcontractors from any loss or damage which we may suffer as a result of your use of our Website.

## **Hyperlinks, advertising, sponsors and third-party content**

You may link to our Website provided that such link does not involve:

- a) unauthorised use of our logos;
- b) any false claim (actual or implied) of endorsement by, or other relationship with, BPW;
- c) framing or embedding of any pages of our Website; or
- d) other infringement of our trademarks, copyright and/or other intellectual property rights

We do not bear any responsibility whatsoever for the content, accuracy or security of any websites that are linked (by way of hyperlink or otherwise) to our Website.

Our Website may contain the content of third parties (*Third Party Content*). This content may include, but is not limited to, hyperlinks to external (third party) websites, paid advertisements and mention of program sponsors or third-party service providers.

None of these things is to be taken as an endorsement, recommendation or approval of the third party, advertiser or sponsor or their products or services. We do not accept any responsibility for the accuracy, currency or suitability or otherwise regarding Third Party Content.

Any use or reliance on such content is at your own risk and we do not accept liability for any loss, damage, costs or expenses arising as a result of such use or reliance.

Where hyperlinks to third party websites are provided, we make no claims regarding the suitability or otherwise of the third party's products or services to your needs, nor do we warrant the third-party's website is free of viruses or other malicious software.

Should you have any queries, concerns or complaints regarding a third party's website please refer your query, concern or complaint to the third party.

### **Privacy Policy**

We respect and uphold your right to privacy. For further information regarding how we deal with your personal information please see our Privacy Policy page [www.barsdenprivatewealth.com.au/privacypolicy](http://www.barsdenprivatewealth.com.au/privacypolicy).

### **Security of information**

Our Privacy Policy details how your visits to our Website are dealt with and can be viewed on our Privacy Policy page [www.barsdenprivatewealth.com.au/privacypolicy](http://www.barsdenprivatewealth.com.au/privacypolicy)

### **Our contact details**

Should you have any queries or concerns regarding these terms and conditions please contact us by emailing: [paul@barsdenprivatewealth.com.au](mailto:paul@barsdenprivatewealth.com.au)