

Updated on 1 January 2024

WEBSITE TERMS AND CONDITIONS



www.ausglobaluk.com



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1. INTRODUCTION

- 1.1. All access to and/or usage of this website is subjected to and governed by this website Terms and Conditions (“Terms and Conditions”). The information on this website is not directed at:
 - A. the nationalities set forth in the pop-up compliance disclosure and the website footer.
 - B. any person in any country or jurisdiction whereby such distribution or use would be contrary to local statutes or regulations.
- 1.2. You should read these Terms and Conditions thoroughly. If you do not agree to be bound by these Terms and Conditions, you shall not access and continue to use the website.
- 1.3. By using our website, you acknowledge that you have read, fully understood, and accepted the following:
 - A. these Terms and Conditions.
 - B. the Privacy Policy available on AUS GLOBAL's
- 1.4. We use cookies on our website to customize the information and experience displayed on our website according to your preferences. By accessing the website, you acknowledge that you have agreed to our use of cookies.

2. USER'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES

- 2.1. As a user of the website (hereinafter referred to as “User” or “you”), you herein acknowledge, understand, and agree that:
 - A. You are an individual of sound mind, full age, and legal competence.
 - B. You have the full power and lawful authority to observe and perform the responsibilities mentioned in these Terms and Conditions.
 - C. You are not accepting the Terms and Conditions under duress, or otherwise persuaded or forced to accept these Terms and Conditions.
 - D. You have read, understood, and undertake to comply with these Terms and Conditions, and the documents mentioned in Clause 1.3.

- 2.2. Further, you represent and warrant to AUS GLOBAL not to perform any of the following acts in relation to the website:
- A. upload, post, transmit, and/or otherwise make available any content that shall be deemed as unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable.
 - B. forge captions, headings or titles or offer any content that you personally have no right pursuant to any law nor have any contractual or fiduciary relationship with.
 - C. upload, post, transmit, or offer any such content that may infringe any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party.
 - D. upload, post, transmit, or offer any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship.
 - E. upload, post, transmit, or offer any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose.
 - F. upload, post, transmit, or offer any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment.
 - G. disrupt the normal flow of communication, or act in any manner that would negatively affect other users' ability.
 - H. interfere with or disrupt any of AUS GLOBAL's services, servers and/or networks that may be connected to or related to our website, including, but not limited to, the use of any device software and/ or routine to bypass the robot exclusion headers.
 - I. intentionally or unintentionally violate any local, state, federal, national, or international laws, any rules or regulations of any nation or other securities exchange.
 - J. stalk or harass another individual.
 - K. collect or store any personal data in relation to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

- L. replicate, duplicate, copy, trade, sell and/or exploit for any commercial reason any part of, and/or use of, and/or access granted to the website.
- M. establishing a link in such a way so as to suggest any form of association, approval, or endorsement on our part where none of such connection exists.
- N. use our domain name or any part of it for any use which is not authorized by AUS GLOBAL.
- O. misuse our website by knowingly introducing viruses, trojans, worms, logic bombs and/or other materials that are malicious or technically harmful.
- P. decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the website.
- Q. use any network monitoring or discovery software to determine the website architecture, or extract information about usage, individual identities, or users.

3. AUS GLOBAL'S RIGHTS AND RESPONSIBILITIES

3.1. AUS GLOBAL reserves the rights to:

- A. suspend, modify, amend and or cancel any access to the website.
- B. remove and/or delete any such content that would violate the Terms and Conditions, or which would otherwise be considered offensive to other visitors and/or users.
- C. access, preserve and/or disclose member account information if it is requested to do so under any applicable regulations or in good faith:
 - i. to comply with any law, regulatory authority, or court orders.
 - ii. to enforce the Terms and Conditions.
 - iii. to respond to any claim that the website contained content which is in violation of the rights of any third party.
 - iv. to respond to requests from customer service.
 - v. to protect the rights, property, or the personal safety of AUS GLOBAL, its visitors and users, including the general public.
- D. include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to the usage guidelines and regulations established by AUS GLOBAL or any other content providers supplying content services to AUS GLOBAL.
- E. prohibit any unauthorized reproduction, publication, distribution and/or exhibition of any information or materials supplied by our website, despite whether such act was done in whole or in part.

- 3.2. The website is provided on an “as is” and/or “as available” basis. AUS GLOBAL does not provide any form of representation or warranty that the website will be secure or free from bugs and/or viruses nor that the website is fit for any purposes.

4. AMENDMENTS, SUSPENSION AND WITHDRAWAL OF WEBSITE

- 4.1. You acknowledge that AUS GLOBAL reserves the right to amend or update these Terms and Conditions at any time without prior notice to you. The amendments to the Terms and Conditions shall become effective immediately and shall be legally binding on you upon publishing the Terms and Conditions on AUS GLOBAL's website. Your continued usage of the website, after the posting or publication of any such updates, changes, and/or modifications shall constitute as your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Terms and Conditions should be made by you to ensure that you are aware of all the Terms and Conditions that are currently in effect. In the event you do not agree with the updated, revised, or modified terms, you should stop using the website forthwith.
- 4.2. AUS GLOBAL does not guarantee that the website (including any content and links thereto) will always be available, uninterrupted, or free from viruses or bugs. We may suspend, withdraw and/or restrict the availability of the website or a part of it for business, operational or other reasons without any prior notice to you.
- 4.3. We shall not be liable for any direct or indirect loss or damages due to:
- A. any faulty or inaccessibility to our website.
 - B. your use of our website.
 - C. your use of any equipment or software in connection with the website.

5. DISCLAIMERS, EXCLUSION CLAUSES AND RISK WARNINGS

- 5.1. Any investment information displayed on the website shall not constitute any investment, tax, legal, regulatory, or financial advice and has no regard to specific investment objectives, financial situations, or the User's particular needs. The User understands and acknowledges that:

- A. All information published on AUS GLOBAL's website is addressed to the general public solely for information purposes.
 - B. A mere explanation of the terms, transactions or their performance characteristics does not amount to any advice on the merits of the investment.
 - C. You should obtain professional advice before taking or refraining from taking any action on the basis of the content on our site.
 - D. AUS GLOBAL expressly disclaims liability for any errors, virus, interruptions, losses, damages or inaccuracies in the information, products and/or services provided through the website.
- 5.2. AUS GLOBAL may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets, posted on AUS GLOBAL's website and other media, and or/ received by the User. It should be noted that the Material is used solely for the purposes of marketing communication and does not contain and should not be construed as containing investment advice and/or an investment recommendation for any Transactions. While AUS GLOBAL took all reasonable efforts to ensure the accuracy and completeness of the information, AUS GLOBAL makes no representations and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided. The User shall only use the Material for personal use and shall not reproduce, copy, redistribute, or license the Material without AUS GLOBAL's consent.
- 5.3. As AUS GLOBAL or any third parties may provide links to other websites and/or resources, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising and/or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that AUS GLOBAL shall not be responsible or liable, whether directly or indirectly, for any such damage or loss which may be a result of or caused or alleged to be caused by or in connection with the use of or the reliance on any such content made available on or through any such site or resource.

5.4. Further, you herein expressly acknowledge and agree that:

- A. The use of AUS GLOBAL's website is solely at your own risk. Our website and products and/or services shall be provided on an "as is" and/or "as available" basis. AUS GLOBAL and our subsidiaries, affiliates, officers, employees, agents, partners, and licensors expressly disclaim any and/or all warranties of any kind whether expressed or implied, including, but not limited to any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- B. any information or material downloaded or otherwise obtained by or from AUS GLOBAL's website shall be accessed solely on your discretion and risk, and as such you shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer and/ or internet access, downloading and/or displaying, or for any loss of data that could result from the download of any such information or material.
- C. no advice and/or information, despite whether written or oral, that may be obtained by you from AUS GLOBAL or by way of and/or from our services or website shall constitute any warranty or representation.
- D. Not all products and services referred to on this website are provided by us.
- E. live chat and instant messaging conversations are recorded and may be used for compliance or training purposes.
- F. conversations on live chat and instant messaging are for your general information only and AUS GLOBAL is not soliciting any action based upon it.

6. CONFIDENTIALITY

- 6.1. AUS GLOBAL may record all communications between you and us in any forms, including but not limited to telephone calls, emails, faxes, online chatting messages, mobile messages, notice letters ("Information") for quality monitoring, training, regulatory and compliance purposes.
- 6.2. The User and AUS GLOBAL agree and undertake with each other to keep confidential and not disclose to any person, other than that party's professional advisers, directors, officers, or employees, any of the Information provided to it by the other party which in any way relates to this Terms and Conditions and the matters contemplated herein except:

- A. with the prior written consent of the other party, respectively.
 - B. as may be required by law, any regulatory authority, or any stock exchange.
 - C. as may be required to investigation or prevention of any illegal activity.
 - D. execution venues or any third party as necessary to carry out trading transactions and for purposes ancillary to the provision of the products and/or services.
 - E. in accordance with the order of a court of competent jurisdiction.
 - F. with the User's consent.
- 6.3. The User agrees not to use any of the information provided by AUS GLOBAL in any way other than to perform any obligations and rights under the Terms and Conditions.

7. AUS GLOBAL'S INTELLECTUAL PROPERTY RIGHTS

- 7.1. You herein acknowledge, understand, and agree that the trademarks, copyright, trade name, service marks, and other AUS GLOBAL's logos and any brand features are and shall remain the sole and exclusive property of AUS GLOBAL and/or its third-party service providers and/or AUS GLOBAL's licensors.
- 7.2. AUS GLOBAL herein has granted you the personal, non-transferable, and non-exclusive rights and/or license to access to our website and you undertake not to:
- A. copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-license, make commercial use or commercially exploit the website or its source code.
 - B. publish, distribute, make available or link to third parties any information derived from the website.
 - C. remove or destroy any copyright notices.
 - D. upload or transmit computer viruses or other programs to disrupt or destroy the normal operation of the website.
 - E. create or use any domain name, which contains the same words or identically similar words to our domain name.
 - F. display and/or use in any manner AUS GLOBAL's logo or marks without obtaining AUS GLOBAL's prior written consent.
 - G. use the website in any manner not permitted by these Terms and Conditions.

8. INDEMNITY

- 8.1. Save as otherwise expressly provided herein, you agree and undertake with AUS GLOBAL, to indemnify and hold AUS GLOBAL, AUS GLOBAL's associates, related companies, third-party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by that AUS GLOBAL, or to which that AUS GLOBAL becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfillment of or failure to perform any covenant or obligation contained in the Terms and Conditions by you.
- 8.2. You acknowledge that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.

9. GOVERNING LAW AND JURISDICTION

- 9.1. This Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the following jurisdictions, as may be applicable:
 - A. Republic of Mauritius.
 - B. Commonwealth of Australia.
- 9.2. Nothing in this Terms and Conditions shall limit or prohibit AUS GLOBAL's right to initiate legal proceedings against the User in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

10. MISCELLANEOUS


- 10.1. Without prejudice to any other rights or remedies a party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Terms and Conditions and the parties shall be entitled to the remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach of this Terms and Conditions.

- 10.2. No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by the party of a breach of any provision of these Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 10.3. If any provision of this Terms and Conditions or the application thereof to any situation or circumstance shall be rendered invalid or unenforceable, the remainder of this Terms and Conditions shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent and AUS GLOBAL has the option to either remove the invalid or unenforceable provision or to replace the invalid or unenforceable provision with valid and enforceable provision.
- 10.4. Unless otherwise provided, the rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any right or remedy otherwise provided by law.
- 10.5. The official language of this Terms and Conditions shall be English. AUS GLOBAL may provide this Terms and Conditions in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Terms and Conditions and any other language version, the English version shall prevail.

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