

# Terms and Conditions

These Terms and Conditions apply to your use of and subscription to the Services and websites of Exchange Speed Pty Ltd ('us', 'we', 'our'). By using our Services, you agree to be bound by these Terms and Conditions and they shall constitute an agreement between you and us.

'Information' means any and all data presented by us on our websites or through the Service made available by us.

'Recipient' means a person who has obtained access to the Services made available by us.

'Derived Information' means any part of the Information or any data derived in any form from the manipulation of the Information or any part of the Information.

'Services' means all content, Services and products provided by us in relation to the Information.

Information provided by our websites or Services does not constitute financial advice or a recommendation. Data provided by us through our websites or Services is for information purposes only and neither purports nor intends to be, financial or trading advice. Information made available by us through our websites or Services is historical information derived from ASX order books and trade ledgers and has been prepared without regard to any particular person's investment objectives, financial situation and particular needs. You should seek appropriate advice from your financial or licensed investment advisor.

Information provided on our websites or through our Services is intended for consumption by subscribers and by purchasing a subscription, you acknowledge and accept that all financial or securities trading decisions are your own and Exchange Speed Pty Ltd cannot be held responsible for any losses that you or any party may incur as a result.

## OUR NAME

The name of Exchange Speed and Exchange Speed's logos may not be utilised in any manner, including publicity or advertising, without prior written permission of Exchange Speed.

## USE OF COPYRIGHTED MATERIAL

All material published on our websites is owned or provided under license to us. Content in our paid subscriptions is not to be reproduced, forwarded or disclosed without our prior written permission.

## PRIVACY

When you provide personal information to us, you agree to the terms of our Privacy Policy. Please read our [Privacy Policy](#).

We collect information from you when you register on our site, place an order, subscribe to our communication Services, or fill out a form. We collect your personal information such as your address, contact details, and payment details. When you place an order, we will provide a securely encrypted connection and utilise a check-out form provided by our payment provider, Stripe Inc.

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You can update your personal information or request that your personal information be removed from our records by contacting us.

By subscribing to our Services, you agree that information collected by us may be used or shared with third parties under a non-disclosure agreement (NDA). This is intended to protect your information under our best discretion as it is shared with business partners. We do not intend to share this information publicly or with marketing agencies.

Your personal information may be used to:

- Verify your identity when we are speaking with you;
- Assist you to subscribe to your Services and products;
- Administer and manage our Services, including charging and billing;
- Research and develop our Services; and
- Promote and market Services and products to you.

If some or all of the personal information we require is not collected, we may be unable to provide you with the Services you require.

Only authorised employees of Exchange Speed have access to any information you provide. We may turn over any pertinent information to any legal or regulatory authority that has a demonstrable right and takes the proper steps to access it. We may also, if necessary, provide your personal information to our lawyers, accountants, auditors and other third parties (such as, but not limited to, IT providers) who provide Services to us or act on our behalf, for the purposes of giving effect to the Services you request from us, to improve support and provide a better, more relevant experience for you, or as necessary to conduct our business.

Where your personal information is disclosed, it is provided by secure, encrypted email to reputable third parties and we will ensure that the information is to be held, used or disclosed consistent with the Australian Privacy Principles.

## SECURITY POLICY AND OUR SERVICES

When purchasing from us, your financial details are passed through a secure server using the latest 128-bit SSL (Secure Sockets Layer) encryption technology. 128-bit SSL encryption is the industry standard, however Exchange Speed does not warrant or represent that it provides a totally secure online Service. If you have any questions regarding our security policy, please contact our customer services team at [support@exchangespeed.com](mailto:support@exchangespeed.com).

## SYSTEM AVAILABILITY, DATA ACCURACY AND DELIVERY

Our aim is to deliver the most timely and accurate information to subscribers and our system architecture has been designed to handle unpredictable market conditions.

Please note that market data is provided courtesy of ASX MarketSource ®. Exchange Speed systems may from time to time experience unexpected outages or delays which

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may detrimentally impact the information or Services.

We will not be liable for any loss or damage should the information provided to you by Exchange Speed Pty Ltd not be correct for any reason whatsoever and we are not responsible for financial decisions made by you as a result.

If our system or the Services are unavailable, we will make every effort to provide you with timely updates on their status through SMS and email communications.

We will not be responsible or liable for SMS and email communications delays or delivery failures which are a result of third-party systems and infrastructure which are outside of our control.

Recipients will only have access to the Services they are subscribed to. Recipients must not reveal any username(s) or password(s), or forward emails to any third party and will be liable to us for any loss or damage we incur should Recipients break this.

We reserve the right to adjust thresholds governing the minimum notification value set by Recipients according to a change or projected change in market conditions determined at our discretion.

Thresholds set on minimum notification values are intended to reduce the incidence of unexpected frequency of notifications sent to our paid Recipients.

## LIMITED LIABILITY

The Recipient acknowledges that Exchange Speed cannot guarantee continuous, uninterrupted use and availability to the websites through which the Services are accessed and Information or Derived Information via the Internet or other methods of connection or Service delivery. Peaks in market activity and other conditions can affect performance of the Site, timeliness and accuracy of data. Exchange Speed shall not be liable to the Recipient for its failure or inability to provide continuity, uninterrupted use and availability of the information and Services via the Internet or other medium.

To the extent permitted by law, Exchange Speed, its directors, employees, contractors and agents will have no obligation or liability of any kind with respect to any malfunction of equipment or software or the Services or transmission of Information or Derived Information to the Recipient, or the provision, storage or use of the Services, Information or Derived Information, and limiting the generality of the foregoing, for delays, interruptions, errors or omissions however occasioned (including negligence on the part of Exchange Speed, its directors, employees, contractors and agents) in collecting, recording, processing, storing or disseminating the Information or for the accuracy thereof.

The liability of Exchange Speed is limited (at the option of Exchange Speed) to either providing the relevant Service again or paying for the relevant Service to be provided again for an equivalent period of time when the failure occurred.

## INDEMNITY

The Recipient by accessing or use of the websites of, or Services provided by Exchange Speed, hereby indemnifies and agrees to keep Exchange Speed indemnified against all loss, actions,

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proceedings, costs, claims and damages arising from reliance by the Recipient or any third persons on the Services or the information obtained from Services provided by Exchange Speed.

## PRICING

We can review and alter our prices for any subscription period at any time. Any changes to pricing for existing Recipients will take effect when the next subscription period starts. If the price for a Recipients next subscription period is to increase we will let you know before it changes and endeavour to provide greater than twenty days of notice.

All prices are quoted in Australian dollars (AUD) and are communicated to you prior to subscribing. Subscriptions to our Services are non-refundable and are billed on a monthly basis. You will not be billed for the subsequent month that you have cancelled your subscription.

## CANCELLATION

We will cancel your subscription if the subscription period is not paid for in advance, or if you give us written notice that you wish to cancel. Written notice to cancel is not sufficient grounds for a refund for the given period.

The option to cancel your subscription is available in your account settings page.

## REFUND POLICY

If there is a problem with your subscription, our team will attempt to fix the problem so far as the problem is within our control. Where a problem cannot be fixed within a reasonable time, you have the right to cancel the subscription and a refund will be provided for the part of the subscription period that the Service was unavailable to you.

We will provide a refund where there is a major issue with our Service, such as:

- the subscription is not fit for the purpose described by us; or
- the subscription is not delivered by the agreed date or within a reasonable time.

We will also consider refunds where there are problems that arise with the subscription that are within our control, for example:

- if our files are corrupt; or
- we are unable to deliver content in accordance with your subscription terms; or
- we are suffering technological problems.

We do not provide refunds for a change of mind, or in circumstances where the problem is outside of our control, such as:

- problems with your internet Service provider or cellular network provider;
- technology problems arising from your devices; or
- network outages; or
- your inability to access our Services that have been delivered.

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## THIRD PARTY LINKS

Links on [exchangespeed.com](https://www.exchangespeed.com), or our related websites and Services may take you to a third-party site. These sites may not be affiliated with Exchange Speed and may have a different Privacy Policy, level of security and Terms and Conditions.

## SOCIAL MEDIA AND ONLINE CONTENT

Exchange Speed reserves the right to delete, hide, or block comments on its social media and online platforms which it considers to be false, offensive, discriminatory, defamatory, or in any other way inappropriate. Exchange Speed will take any other necessary action in order to protect itself, including termination of subscriptions, where subscribers are found to be in breach of these Terms and Conditions.

## BREACHING THE TERMS AND CONDITIONS AND CANCELLATION

Any subscriber or website user found to be in breach of these Terms and Conditions may have their subscription or website access suspended, amended or cancelled. We reserve our right to take whatever action is available to us under the law.

We reserve the right to cancel any subscription at any time, for any reason, regardless of whether a breach of these Terms and Conditions has occurred. Where we cancel your subscription, the unused portion of your subscription will be refunded on a pro rata basis.

## CHANGES TO THESE TERMS AND CONDITIONS

We may change all or part of these Terms and Conditions at any time. If we do, the new Terms and Conditions will be posted on our websites. Your subsequent or continued use of our websites and/or receipt of our emails will constitute your acceptance of any changes. If you object to any changes to the Terms and Conditions, your only remedy is to discontinue your use of the website or cancel your subscription with us. As you are bound by these Terms and Conditions, we recommend that you periodically refer to them.

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