

Website Terms and Conditions

Ownership of content on the Site

1. This website is owned and operated by Capital 8 Financial Pty Ltd (ABN 26 010 285 677) and the service offered on it. The user's access to, use of, linking to the Site is conditional upon the user's acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document ("User Terms"). The user's access to, use of, linking to the Site constitutes the user's agreement to be bound by the User Terms.
2. Capital 8 Financial Pty Ltd reserve the right to amend or modify these terms or conditions, or impose new conditions on use, at any time, and the user should periodically refer to them in this document.
3. With the exception of third party material set forth below, the user acknowledges and agrees that Capital 8 Financial Pty Ltd own all intellectual property rights in the Site.
4. The materials displayed on the Site, including without limitation all information, text, materials, graphics, software on the Site and any other proprietary rights associated with the Site are protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Site.

Access to and use of the Site

1. The user may view the Site using a web browser and save an electronic copy, or print out a copy and make a single hard copy, of parts of this web site solely for the user's own information, research or study.
2. Except as provided by the Copyright Act 1968 and as expressly provided for in these User Terms the user must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute the content of this Site in any way without the written permission of Capital 8 Financial Pty Ltd.
3. The user must accept and assume full responsibility for the control of its employees, agents, sub-contractors in the use of the Site.
4. The user must supply all necessary equipment to view the Site at its own expense.
5. The user is responsible for the payment of any telecommunication costs associated with access to the Site.
6. The user is responsible for maintaining the confidentiality of its account number, username and/or password.
7. The user is responsible for all uses of its account whether or not authorised by the user.

Limitations to the use of the Site

1. The user must not use the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of Capital 8 Financial Pty Ltd or other related companies or which is prohibited by the User Terms.

Limitation of liability

1. Capital 8 Financial Pty Ltd, their related companies, and their directors, officers, agents, employees or contractors do not:
 - a. give any representation or warranty as to the reliability, availability, accuracy, absence of viruses or other harmful components or the completeness of the Site content; or
 - b. warrant that any of the functions contained in any content or access to the site will be uninterrupted or error-free.

2. Capital 8 Financial Pty Ltd, their officers, employees, agents will not be liable in any way for any loss or damage, howsoever arising, whether in negligence or otherwise, out of or in connection with the Site and/or any omissions from the Site, except where liability is made non-excludable by legislation.
3. In the case of services supplied or offered by Capital 8 Financial Pty Ltd or its employees, liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of Capital 8 Financial Pty Ltd to either:
 - a. the supply of the services (or equivalent services) again; or
 - b. the payment of the cost of having the services (or equivalent services) supplied again.
4. Clause 1, 2 and 3 survive termination of this Agreement.

Indemnity

1. The user must indemnify and hold Capital 8 Financial Pty Ltd, their officers, employees and agents and related bodies corporate and keep them indemnified from and against all actions, claims, suits, proceedings, demands, costs, liability, expenses (including legal fees) and damages arising out of or in any way connected to the Site, including but not limited to:
 - a. any breach by the user of the User Terms; or
 - b. reliance by the user on any information obtained through the Site; or
 - c. the user's access and/or use of the Site; or
 - d. reliance upon or use of the Site or any part of the Site by any person accessing the Site or any part of the Site through the user's chosen or available web connection.
2. Clause 1 survives termination of this Agreement.

Termination

1. Without prejudice to any remedy it may have, Capital 8 Financial Pty Ltd may terminate this Agreement immediately by placing a notice on this site.

Privacy

1. Capital 8 Financial Pty Ltd are very concerned about the security of personal information sent over the Internet to the Site and takes reasonable measures to ensure that such information is kept secret. Measures taken to protect the user's personal information are referred to in the Privacy Policy.
2. Notwithstanding our obligations set forth in the Privacy Policy, Capital 8 Financial Pty Ltd are not responsible for any unauthorised access into private information and may release information when it believes that such release is reasonably necessary to:
 - a. comply with law;
 - b. enforce or comply with the terms of this Agreement; or
 - c. protect the rights, property or safety of Capital 8 Financial Pty Ltd or others.

General Provisions

1. The laws of Queensland, Australia, govern this Agreement.
2. The user will not transfer its rights or obligations under this Agreement without the prior written consent Capital 8 Financial Pty Ltd.
3. If any part of this Agreement is determined to be invalid or unenforceable in accordance with law including, but not limited to, the disclaimer and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely resembles the intent of the original provision and the remainder of the Agreement will continue in effect.

4. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial and administrative proceedings based upon or relating to this Agreement to the same extent as documents and records generated in printed form.

Third Party Material

1. Capital 8 Financial Pty Ltd do not operate or control in any respect linked third party web sites or any third party hyperlinks contained in a linked third party web site or any advertisements ("third party material") located on the Site.
2. Capital 8 Financial Pty Ltd are not responsible for the contents of any third party material and its inclusion does not imply any endorsement by Capital 8 Financial Pty Ltd.
3. The user links to any third party material entirely at its own risk.

Disclaimer

1. The information on this website is of a general nature only and is not intended to be a complete or definitive statement of the matters described in it. The information has been prepared without taking into account any member's particular investment objectives, financial situation or needs and is not intended to be personal advice.
2. Each member should assess whether the information is appropriate to that member's individual investment objectives, financial situation and particular needs. The Capital 8 Financial Pty Ltd do not recommend that any member make decisions based solely on the information contained on this website. Each member is responsible for making his or her own decisions and obtaining whatever assistance he or she believes necessary.
3. The past performance is not necessarily a guide to or reflection of future performance. Consultation with your professional adviser is recommended.

Please [contact us](#) if you have any queries relating to the terms and conditions.