

# Capricorn Browser Terms of Use Agreement for all users

This is the Capricorn Society Limited ACN 008 347 313 ("Capricorn") Browser Terms of Use Agreement ("Agreement").

This Agreement sets out the terms and conditions that govern non-members who wish to browse [www.capricorn.coop](http://www.capricorn.coop) ("Website").

Prior to browsing the Website you must agree and accept all of the terms and conditions contained in this Agreement.

When you browse the Website you confirm your agreement to be bound by and acknowledge any changes to the Agreement.

## **1. No control over content**

All information contained on the Shareholder Centre is given in good faith and has been derived from sources believed to be accurate. However, the information is selective and neither Capricorn nor any other company in the Capricorn Group has verified the information, which may not be complete or accurate for your purposes. Those companies make no representation or warranty of any kind as to the accuracy or completeness of the information. It is general information only and should not be considered as a comprehensive statement on any matter and should not be relied upon as such.

## **1.2 Capricorn released**

To the extent permitted by law, Capricorn disclaims all liability for any loss or damage, (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the Website.

## **2. Australian investors only**

Unless otherwise expressly stated, products and services referred to on this website are available only in Australia.

## **3. Disclosure documents**

This site is made without consideration of your specific investment objectives, financial situation or needs.

Nothing contained on the Shareholder Centre or in the Prospectus constitutes investment, legal, business, tax or other advice. In particular, the information on the Shareholder Centre and in the Prospectus does not take into account your investment objectives, financial situation or particular needs. In making an investment decision, you must rely on the most recent version of the Prospectus, your own examination of risk, the securities and the terms of the offering, including the merits and risks involved. You should consult your professional adviser for legal, business or tax advice prior to acquiring or selling shares. If you act or fail to act without first consulting one of your own investment advisors, you do so entirely at their own risk.

#### **4. Content copying and Website interference**

- 4.1 Browsers agree that they will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for their own personal information) from the Website without the prior written permission of Capricorn.
- 4.2 Browsers agree that they will not use any device, software or other means to hamper or to interfere with the proper working of the Website or any transaction being conducted through the Website.

#### **5. Limitation of liability**

- 5.1 To the extent permitted by law in no event shall Capricorn, Capricorn's affiliates and related entities or Capricorn's suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Website, Capricorn's services or this Agreement (however arising, including negligence). Browsers agree to accept sole responsibility for the legality of their actions under the laws which apply to them. Browsers agree that Capricorn and all affiliates and related entities of Capricorn have no responsibility for the legality of the Website members' actions.
- 5.2 To the extent permitted by law, and subject to any contrary requirements arising under any applicable law, Capricorn's liability, and the liability of Capricorn's related bodies corporate, affiliates or suppliers, to Browsers or any third parties in any circumstance is limited to AUD\$1,000.

#### **6. Indemnity**

All Browsers agree to indemnify and hold Capricorn and Capricorn's related entities, affiliates, and their respective officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of a Browser's breach of this Agreement or a Browser's violation of any law or the rights of a third party.

#### **7. Amendments to Agreement**

Capricorn may amend the terms and conditions of this Agreement from time to time. Except as otherwise stated, all amended terms will automatically be effective 30 days after they are notified on the Website. If a Browser does not agree with such changes to this Agreement (or any of Capricorn's Policies), then they must cease browsing the Website. If, a Browser continues to be a browser of the Website, then they will be considered to have accepted the varied terms as part of the Agreement.

#### **8. No agency**

This Agreement does not create any agency, partnership, joint venture, employee-employer, franchisor-franchisee or other similar relationship.

## **9. Notices**

Unless otherwise stated, any notices must be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail) or by facsimile transmission to Capricorn Society Limited 172 Burswood Road Burswood WA 6100 Fax: +61 8 6250 9600 (for Capricorn).

## **10. General**

This Agreement will be governed in all respects by the laws of the State of Western Australia, Australia and the parties to this Agreement irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia, Australia. The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by Capricorn to a third party without Browsers consent in the event of a sale or other transfer of some or all of the assets of Capricorn. In the event of any sale or transfer Browsers will remain bound by the Agreement. This Agreement sets out the entire understanding and agreement between Capricorn's with respect to its subject matter. Sections 1.2 (Capricorn Released), 2 (Content copying and Website interference), 3 (Limitation of liability) and 4 (Indemnity) will survive any termination or expiration of this Agreement.