

## **Terms & Conditions**

### **INTRODUCTION**

This website is owned and operated Ingwe Capital Pty Ltd (ABN 49 622 044 713) Corporate Authorised Representative No 1267596 of Australasia Financial Services Pty Ltd AFSL 432787 ('Ingwe Capital' or 'we'). These Terms and Conditions govern your use of [ingwecapital.com.au](http://ingwecapital.com.au) (the 'Website'). Please read these Terms and Conditions carefully before accessing our Website. Your access to or use of this Website is conditional upon your acceptance and compliance with the terms, conditions, policies, and disclaimers contained on this page and elsewhere on the Website, and your access to the Website constitutes your agreement to be bound by them.

### **WHOLESALE CLIENTS ONLY**

This Website is made available only to Wholesale Clients as defined in the Corporations Act 2001 (Cth) ('Corporations Act'). The investment opportunities contained in this Website are available only to Wholesale Clients and the information on this Website is intended to be provided only to Wholesale Clients. Under no circumstances should any information contained in this Website be provided to Retail Clients (as defined in the Corporations Act).

### **NO OFFER**

This Website does not contain an offer for any person to acquire any financial product. No statement on this Website is to be taken to be professional advice of any kind (including, without limitation, legal, taxation, financial or investment advice). The information contained in this Website is of a general nature only and is prepared without taking account of your objectives, financial situation or needs. Prior to making an investment, you should consider whether it is appropriate considering your objectives, financial situation and needs, and you should obtain appropriate professional advice.

### **RISKS**

The investment opportunities presented in this Website are subject to several risks, which include the risk of the total loss of capital invested. The investment opportunities in this Website are speculative and should only be made by persons who are able to withstand the total loss of capital invested. You should carefully consider the risks of any investment opportunity and obtain appropriate financial advice before investing.

### **ACCESSING THIS WEBSITE**

Your use of this Website constitutes your agreement to all our terms and conditions. The materials and information on this Website are provided to give you general guidance in the operation of our services. Ingwe Capital assumes no responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the information, services, or other material on this website. Whilst Ingwe Capital takes reasonable steps to keep the information on this website accurate, complete, and up to date, Ingwe Capital cannot guarantee, and will not be responsible for any damage or loss related to the accuracy, completeness, or timeliness of the information.

Please be aware that Ingwe Capital may change the information on this Website from time to time, including these Terms and Conditions and Privacy Policy. It is your responsibility to check these Terms and Conditions from time to time and to remain in compliance with them.

## **LIMITATION OF LIABILITY**

We do not guarantee the timeliness, accuracy, or completeness of the information on this Website. Information may become out of date, including because of new data or market changes. This Website may include information sourced from third parties and Ingwe Capital is not responsible for the accuracy or completeness of such information.

Except to the extent any law prohibits such exclusion, we are not liable for any loss (including direct, indirect, and consequential loss, loss of profits, loss or corruption of data, or economic loss of any kind) that may result from the access or use of, or the inability to access or use, the materials on this Website. Past performance is not a reliable indicator of future performance.

## **INTELLECTUAL PROPERTY**

The copyright in the content of this Website is owned by Ingwe Capital, unless specifically indicated otherwise on the Website. The content is protected by Australian and international copyright and trademark laws and is supplied for information use only. Except as explicitly provided for above and separately from any fair dealing permitted under the Copyright Act 1968, Ingwe Capital grants visitors to the Website a license to print and reproduce this material for private use or within your organization, for non-commercial purposes only. You must not use any part of the materials on our Website for commercial purposes without obtaining a licence to do so from us.

## **USERNAMES & PASSWORDS**

You are responsible for the security of any log-in information such as username and password and you must take responsibility to ensure the confidentiality of this information. Please notify Ingwe Capital immediately if these details have been compromised.

## **WEBSITE FORMS – TERMS & CONDITIONS**

Further to these general Terms & Conditions of use for the Website, the following apply. Ingwe Capital provides several simple forms for visitors to the Website to contact Ingwe Capital. By using these forms, you understand and agree that:

- The information you provide will only be used for the purpose for which it was requested and its use subject to the Privacy Policy
- For a response to be provided, contact information must be provided.

Please direct all enquiries to [investors@ingwecapital.com.au](mailto:investors@ingwecapital.com.au)

## **JURISDICTION**

These Terms and Conditions are governed by the laws of Western Australia, and any dispute which relates to these Terms & Conditions may only be brought in the courts exercising jurisdiction in the State of Western Australia. Each user of this Website waives, without limitation, any claim or objection based on the absence of jurisdiction of those courts. To the extent that a court finds any provision in these Terms & Conditions to be unenforceable for any reason, that provision will be enforced to the maximum extent permitted by law. The unenforceability of any provision will not affect any other provision in these Terms & Conditions which will remain in full force.