

# Terms of Use

## Mega Lines Pty Ltd – Terms of Use

### 1. GENERAL

1.1 This website is operated by Mega Lines Pty Ltd ABN 68 122 341191, Australian Financial Licence No: 495082 (**Megalines**). By using this website you acknowledge and agree to these terms and any additional terms, notices and disclaimers which appear on this website and the Megalines Privacy Policy and Financial Services Guide (**Terms of Use**).

1.2 These Terms of Use only govern your use of this website and must be read in conjunction with any other agreement you may have with Megalines.

1.3 Megalines may alter these Terms of Use from time to time without notice. Your continued use of the website following those changes indicates your acceptance of those changes.

### 2. AVAILABILITY OF THE WEBSITE

2.1 We will use reasonable endeavours to ensure the security and availability of the website. However we cannot guarantee that the provision of the website will be uninterrupted, timely, secure or error free.

2.2 You are responsible for any decision that you make in connection with your use of the website and use the website at your own risk.

### 3. REGISTRATION, LOGIN AND INFORMATION PROVIDED BY YOU

3.1 You will be required to provide us with certain information and will be asked to register a username and password to use the website. You are responsible for:

3.1.1 Maintaining the confidentiality and security of your username and password (if any); and

3.1.2 All authorised use or activity that occurs using your details.

3.2 You must promptly notify us if there is any (or any suspected) unauthorised use of your username or password.

3.3 All information that you provide to us in connection with your use of the website must be complete, true and correct.

3.4 You warrant to us that any content that you provide to us via the website:

3.4.1 can be used by us for the purpose of populating the website and disclosed by us to other stakeholders, customers, potential customers and others in accordance with our Privacy Policy;

3.4.2 if it includes personal information of a third party, will not be provided to us without the consent of that third party; and

3.4.3 is not misleading or deceptive.

### 4. DISCLAIMERS AND LIMITATION

#### Third party content

4.1 Information contained on this website may be obtained from a variety of third party sources. Megalines has not verified any third party information and makes no representations and, to the extent permitted by law, excludes all guarantees and warranties in relation to the information contained on this website.

### Third party links

4.2 This website may contain links to third party sites. Megalines makes no warranties or representations:

4.2.1 regarding the condition or the content of those sites; or

4.2.2 regarding the quality, accuracy, merchantability or fitness for purpose of any information, products or services on those sites.

4.3 The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement or approval of the sites or the products or services provided on them.

### Limitation

4.4 The Competition and Consumer Act 2010 (Cth) may confer rights, guarantees and remedies on you in relation to the provision of goods and services by Megalines, which cannot be excluded, restricted or modified. Megalines does not exclude, restrict or modify those rights.

4.5 To the fullest extent permitted by law, Megaline's liability for breach of any guarantee, which cannot be excluded, is limited at the option of Megalines to, in the case of products or services supplied or offered by Megalines which are not of a kind ordinarily acquired for personal, domestic or household use or consumption:

4.5.1 the supply of the products or services again; or

4.5.2 the payment of the cost of having the products or services supplied again.

4.6 Except for the rights, guarantees and remedies which cannot be excluded, restricted or modified:

4.6.1 Megalines excludes all liability (including liability arising as a result of its negligence) for any indirect or consequential expenses, losses, damages or costs, loss of profit, lost revenue, business interruption and loss of data incurred or suffered by or awarded against you under or in any way connected with these Terms of Use; and

4.6.2 Megalines limits its liability in relation to any direct loss to \$100.

## **5. COPYRIGHT**

5.1 Megalines reserves all copyright in the content and design of this website.

5.2 You may make a temporary copy of part this website on your local computer for the sole purpose of viewing it. You may also print copies for your own use.

5.3 Except to the extent permitted by law, you may not:

5.3.1 adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this website or information obtained from the website;

5.3.2 commercialise any information obtained from the website without our written permission; or

5.3.3 disassemble, decompile or reverse engineer the website.

## **6. COOKIES**

6.1 This website uses "cookie" technology to assist in identifying registered users and delivering contents specific to your interest. Cookies are pieces of information stored on an individual's computer and are used for customising site information to improve user experience and for tracking user navigation.

6.2 If you do not wish information to be gathered on a cookie you should disable the acceptance of cookies by your web browser. Your Internet Service Provider may be able to assist you with this.

## **7. COLLECTION AND USE OF INFORMATION**

7.1 Megalines will collect, use, disclose and handle your personal information in accordance with its Privacy Policy.

## **8. TERMINATION RIGHTS**

8.1 We may terminate your access to the website or refuse to provide you with access to the website without notice, at our discretion.

8.2 On termination of your access to the website, we may permanently delete any content that we have received from you.

## **9. STATEMENT OF THE LAW**

9.1 Statements made on the Megalines website are not intended to be statements of law.

## **10. JURISDICTION**

10.1 The laws governing these Terms of Use will be the laws of Victoria, Australia.

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