Website Terms & Conditions

ACCEPTANCE OF TERMS OF USE AND AMENDMENT
Each time you use or cause access to this web site, you agree to be bound by these Terms of use, as amended from time to time with or without notice to you. In addition, if you are using a particular service on this web site or accessed via this web site, you will be subject to any rules or guidelines applicable to those services, and they will be incorporated by reference within these Terms of use. Please read our Privacy policy, which is incorporated within these Terms of use by reference.

ACCESS TO WEBSITE
This website and the copyright in all text, graphics, images, software and any other materials on this website is owned by the Supervision Superannuation (Australia) Pty Ltd (ABN: 54 105 828 117) Australian Financial Services Representative No: 001244976 or Supervision SMSF Solutions Pty Ltd AFSL: 435751 (ABN: 47 134 666 596) collectively referred to as ("Supervision"). You may only use the materials on this website solely for your own personal use and solely for non-commercial purposes.

You may display on a computer screen or print extracts from this website for the above-stated purpose only and without alteration, addition or deletion. Except as expressly stated within these Terms and Conditions, you may not without Supervisions' prior written permission alter, modify, reproduce, distribute or commercially exploit any materials from the website.

The names and logos of other companies appearing on this website may be the trademarks of third parties and are used by Supervision with the permission of their respective owners.

INTELLECTUAL PROPERTY
All copyright, database rights, trademarks and other intellectual property rights in the works of authorship (‘Contents’) contained in this website, including but not limited to all design, text, sound recordings, and images are owned, except as otherwise expressly stated, by Supervision or a third party. These Contents may or may not be identified with a symbol identifying a name, term or item in which copyright or a trademark is held. The lack of such symbol should not, under any circumstances, be understood as meaning that the Contents are not the intellectual property of either Supervision or a third party.

ENTIRE AGREEMENT
These Terms and Conditions (and, as relevant, the Terms and Conditions of Dealing with Supervision) contain the entire agreement between you and Supervision relating to your access and use of the Supervisions’ website. Supervision may change these Terms and Conditions at any time and will notify you of such changes by posting an updated version of these Terms and Conditions on the Supervision website. You are responsible for regularly reviewing these Terms and Conditions and if you use this website after any such changes are published, such use shall constitute your agreement to such changes.

THIRD PARTY MATERIALS AND WEBSITES
This website may contain materials produced by third parties or links to other websites. Such materials and websites are provided by third parties and are not under Supervisions’s direct control and Supervision accepts no responsibility or liability in respect of any such third
party materials or for the operation or content of other websites (whether or not linked to this website). You acknowledge that Supervision shall be entitled to require you to remove any link from another website to this website which you install without obtaining Supervision’s prior written consent.

Supervision does not explicitly or implicitly endorse or approve such Third Party Content. The Third Party Content providers do not implicitly or explicitly endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.

While Supervision makes every attempt to provide accurate and timely information to serve the needs of users, neither Supervision nor Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third party sites. Third Party Content is provided for informational purposes only and Supervision and Third Party Content providers specifically disclaim any liability for Third Party Content available on the site.

You will use Third Party Content only at your own risk. THE THIRD PARTY CONTENT IS PROVIDED ON AN "AS-IS" BASIS. THE THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE THIRD PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REGISTRATION AND PASSWORD

You are responsible for maintaining the confidentiality of your password, and you will be responsible for all usage of your user account and/or user name, whether authorised or not authorised by you. You agree to immediately notify Supervision of any unauthorised use of your user account, user name or password.

You acknowledge and agree that any instruction or communication transmitted to you or on your behalf via any Supervision Site is made at your own risk. You authorise Supervision to rely and act on, and treat as fully authorized and binding upon you, any instruction given to Supervision that Supervision believes to have been given by you or on your behalf by any agent or intermediary whom Supervision believe in good faith to have been duly authorised by you. You acknowledge and agree that Supervision shall be entitled to rely upon your account number and/or password to identify you and agree you will not disclose this information to anyone not duly authorised by you.

YOUR CONDUCT

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("content"), made available publicly or privately, will be under the sole responsibility of the person providing the said content, or of the person whose user account is used. You agree that this web site may expose you to content that may be objectionable or offensive. The site editor will not be responsible to you in any way for content displayed on this web site, nor for any error or omission.

Supervision Website Terms and Conditions v2.docx
By using this web site or any service provided, you explicitly agree that:

(a) you will not provide any content or conduct yourself in any way that may be construed as: unlawful; illegal; threatening; harmful; abusive; harassing; stalking; tortious; defamatory; libellous; vulgar; obscene; offensive; objectionable; pornographic; designed to interfere with or disrupt the operation of this web site or any service provided; infected with a virus or other destructive or deleterious programming routine; giving rise to civil or criminal liability; or in violation of an applicable local, national or international law;

(b) you will not impersonate or misrepresent your association with any person or entity; you will not forge or otherwise seek to conceal or misrepresent the origin of any content provided by you;

(c) you will not collect or harvest any information about other users;

(d) you will not provide, and you will not use this web site to provide, any content or service in any commercial manner, or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising or commerce; you will not use this web site to promote or operate any service or content without Supervision’s prior written consent;

(e) you will not provide any content that may give rise to Supervision being held civilly or criminally liable, or that may be considered a violation of any local, national or international law, including, but not limited to, laws relating to copyrights, trademarks, patents, or trade secrets.

SUPERVISION’S LIABILITY

Although Supervision updates its website on a regular basis, it does not warrant that the information or materials contained in the website are current or accurate or that any of products or services featured on the website are available. Supervision may change the materials appearing on the Supervision website at any time without notice.

Supervision is not liable for any damages including, without limitation, damage to your computer or computer system or settings, loss of data, revenue or profits, which you may suffer arising out of your use, delay in using, or inability to access this website, or in any other way connected with this website, including from the downloading of any software from this website. Supervision disclaims any representation or warranty that the website or materials will meet your requirement or that the website or any software will be uninterrupted, secure or free from errors or viruses.

General Advice Warning

The information and material on this website is provided as general information only and has not been prepared to take account your particular objectives, financial situation or needs and is not suitable to be relied upon as personal financial product advice. Therefore, before acting on the information and material on this site, you should consider whether the information and material is appropriate for you, having regard to your objectives, financial situation and needs.

INDEMNITY

You agree to indemnify and hold Supervision, subsidiaries, affiliates, officers and employees not liable for any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by Supervision or its subsidiaries, affiliates, officers or employees in connection with your use of the website in breach of these Terms and Conditions or negligence.
YOUR INFORMATION
In addition to any obligations that you may have if you register to become a Customer of Supervision, you agree to ensure that all information which you provide to Supervision is complete and accurate to the best of your knowledge and belief. You agree to notify Supervision immediately of any changes to the details you have provided to enable Supervision to keep its records up to date and accurate. The information that you provide about yourself to Supervision will only be used by Supervision in accordance with its Privacy Statement and otherwise in accordance with the National Privacy Principles in the Privacy Act 1988 (Cth) and the 'private sector amendments' contained in the Privacy Amendment (Private Sector) Act 2000 (Cth).

APPLICABLE LAW
This website (including these Terms and Conditions) shall be governed by Australian Law, in particular the Law of Western Australia which will have exclusive jurisdiction over any disputes arising from this website.

COMPANY DETAILS
Supervision Superannuation (Australia) Pty Ltd (ABN 54 105 828 117)
Supervision SMSF Solutions Pty Ltd ABN: 47 134 666 596 (AFSL 435751)
Supervision Property Pty Ltd ABN: ABN: 47611377452

Registered Office
PO Box 879
South Perth WA 6951
Level 2, 76 Mill Point Road
South Perth WA 6151

REGULATORY INFORMATION
Supervision SMSF Solutions Pty Ltd is licensed and regulated in Australia by the Australian Securities and Investments Commission.