

# Your financial partner through life







# Website Terms of Use

MPFS Private Wealth Pty Ltd, ABN 96 648 702 041 AFSL 529999 Phone: 03 5976 8500 Email: team@mpfs.com.au Website: mpfs.com.au

## Website Terms of Use

This website is owned and operated by MPFS Private Wealth (Mornington) Pty Ltd ABN 90 648 702 078 Corporate Authorised Representative No. 1289232 of MPFS Private Wealth Pty Ltd ABN 96 648 702 041 AFSL No. 529999] (we or us). By accessing and/or using this website and related services, you agree to these Terms of Use, which include our Privacy Policy (available at www.mpfs.com.au) (Terms). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms. We may at any time vary these Terms by publishing the varied terms of use on this website.

### Accuracy, completeness and timeliness of information

The information on our website is not comprehensive or is it intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the maximum extent permitted by law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We may, from time to time and without notice, change or add to the website or the information or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

# Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or may not be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

We will not be liable for any loss or damage from any cause (including negligence) to any system or website caused by or in connection with the use of or a link to our site, whether directly or indirectly. You must take your own precautions in relation to protecting your system or website from viruses or malfunction. You must also indemnify us from any claims which arises from other people linking this website from or through your system or website. We cannot and do not guarantee that this website or any links from this website will be free from viruses, or that access to this website or any linked websites will be uninterrupted.

### No Advice

Any information is intended to be for general information purposes only and is not intended to be relied upon for the purpose of making an investment decision. The site does not constitute an offer of any financial product or an invitation to buy or sell financial products including securities to any person. Investors should seek independent financial and taxation advice before making any investment decisions.

If you require further information or require further advice regarding the matters described on this website, please contact your financial adviser.

You should seek professional financial advice as to the implications of financial decisions whether investment decisions or otherwise.

# Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content.

Use of this information or any reproduction of it is allowed for personal use only.

To the extent permitted by law, the Content contained on this website may not be reproduced, distributed or transmitted or incorporated into any other document or material, without our express permission.

## Warranties and disclaimers

To the maximum extent permitted by law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

# Liability

To the maximum extent permitted by law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it (including without limitation, the Content), or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it (including without limitation, the content), not materials contained on it (including without limitation) are incorrect, incomplete or not up-to-date.

#### Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of Victoria and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

#### **Miscellaneous**

We can unilaterally vary these terms at any time. By accessing or continuing to access this website after we have varied the terms, you will be deemed to have accepted the varied terms. It is therefore important that you review these terms regularly.

If any term is declared unlawful, void or unenforceable, that term will be deemed severable and will not affect the validity and enforceability of the remaining provisions of these terms.