

Terms and Conditions

Decode FS Fund Pty Ltd

ACN: 627 270 900

Date Issued: 26 May 2022

Terms and Conditions

This website is owned and operated by Decode FS Fund Pty Ltd (ACN 627 270 900) ('Decode FS', 'us', 'we' and 'our'). Decode FS Fund Pty Ltd (AR number 1274820) is a corporate authorised representative of Decode Funding Ltd ACN 126 975 282, AFS Licence 320497 (Decode Funding) which authorises us to provide the financial services which are associated with operating the Fund.

Your access to and use of this website is subject to these terms and conditions, the information and any notices, disclaimers or other terms and conditions or other statements contained on this website (referred to collectively as 'Terms and Conditions').

By using this website, you acknowledge that you have read and understood these Terms and agree to be bound by them.

The information and other material on this Site (including these Terms) may be varied or modified at any time without notice. Your continued access to or use of this Site following such changes constitutes acceptance of them (including any amended Terms).

Warning- General Advice

The information contained on this website is not guaranteed, is strictly for information purposes only and subject to change without notice.

Although this material is based upon information that Decode FS considers reliable and endeavours to keep current, it does not warrant that the information or materials are current or accurate at all times and it should not be relied upon as such. To the extent permitted by law, Decode FS does not accept any responsibility arising in any way from errors in, or omissions from, this information.

Before acting on this information you should consider the appropriateness of the information for your particular investment objectives and financial situation and seek advice from a financial adviser.

The products and services described on the website vary from time to time and may not always be available or may be restricted.

Unless expressly stated otherwise this information does not constitute an offer or inducement to enter a legally binding contract and does not form part of the terms and conditions for our products and services. The content should not be construed in any way as a recommendation or investment advice.

While we have taken reasonable care in producing the information on this Site, Decode FS and its directors, officers or employees does not give any representation or warranty of any kind in relation to the accuracy, reliability or completeness of the information now or in the future. Decode FS accepts no responsibility for any errors or omissions from the information on this Site or for any action taken in reliance on it.

Chat and Instant Messaging

You are advised that Chat and Instant Messaging conversations are recorded and may be used for compliance or training purposes.

Conversations on Chat or through Instant Messaging is for your general information only and Decode Capital is not soliciting any action based upon it. It does not take into account the particular investment objectives, financial situation or needs of individual clients. Before acting on any information in any Chat or Instant Message, you should consider whether it is suitable for your particular circumstances and, if necessary, seek professional advice.

Monitoring

Your use of this Web site may be monitored by Decode FS, and the resultant information may be used by Decode FS for its internal business purposes.

Further information regarding our use of your personal information is available in our Privacy Policy.

Role of Regulators in authorising Decode FS

The role of the Australian Securities & Investments Commission in authorising Decode FS is limited and does not imply approval or endorsement of the business, its trading or solvency or the content of this website.

General Advice & Suitability

The material on this website has been prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and Decode FS is not soliciting any action based upon it.

Provision of the information on this website does not constitute nor should it be considered a recommendation that you enter into a particular transaction nor a representation that any product described on this website is suitable or appropriate for you.

You should neither construe any of the material contained on the website as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make its content the primary basis for any investment decisions made by or on behalf of you.

You are advised to consult your personal financial adviser, attorney, and tax and accounting advisors concerning any contemplated transactions.

Risk

Many of the products described on this website involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you.

Any discussion of the risks contained herein with respect to any product should not be considered to be a disclosure of all risks or complete discussion of the risks which are mentioned.

Conflict of Interest Disclosure

The individuals who prepared this website content are paid in part based on the profitability of Decode FS, which includes earnings from the firm's trading.

They, along with other salespeople, traders and other professionals may provide oral or written market commentary strategies to our clients that reflect opinions that are contrary to the opinions of Decode FS generally, and our proprietary trading and investing businesses may make investment decisions that are inconsistent with the views expressed.

This material is therefore not independent from our proprietary interests, which may conflict with your interests.

Jurisdiction Notice

This material is not to be construed as a recommendation; or an offer to acquire, buy or sell; or the solicitation of an offer to acquire, buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal.

There are legal requirements in various countries which may restrict the information which we are lawfully permitted to provide to you.

You must be over 18 years of age to use the services of Decode FS.

Copyright

Copyright in the information and materials on this Site, the design, text, graphics, images, software and layout is owned or licensed by us. All rights are reserved.

You may imprint, copy, download or temporarily store extracts from our Site for your personal use or when you use our products and services. You may not use this Site to sell a product or to increase traffic to your website for commercial reasons.

Except as permitted by the Copyright Act 1968 (Cth) or other applicable laws, you must not reproduce, adapt, upload, download, link to, frame, modify, distribute, sell, publish, or transmit in any form or by any process any of the material on this website, except with our prior written consent.

Trade marks

This website also contains a number of trademarks, logos and symbols which are either owned by us or used with the permission of their owners. You may not use these trade marks, logos or symbols or the names of any of our related companies without our prior written consent.

Third Party Content

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 Decode FS's direct control.

Decode FS provides such links solely as a convenience to you. Accordingly, Decode FS makes no representations concerning the content of the Sites. The fact that Decode FS has provided a link to the Site does not constitute an endorsement, authorisation, sponsorship, or affiliation by Decode FS with respect to the Site, its owners, or its providers.

Decode FS has not tested any information, software, or products found on any of the Sites and therefore does not make any representations regarding the content or sponsors of the Site, or the suitability or appropriateness of the products or transactions described therein.

Decode FS accepts no responsibility or liability in respect of any such third party materials or for the operation or content of other website, products or services.

Limitation of liability

Decode FS 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. We do not warrant or guarantee that this Site is secure, free from viruses or that access will be uninterrupted.

Liability of Decode FS for any breach of a condition or warranty that cannot be excluded is limited, at our option to the supply of the product or service again, or the payment of the cost of having the products or services supplied again.

Governing Law

These Terms are governed by and are to be construed according to the laws applicable in the State of New South Wales, Australia. You agree to the non-exclusive jurisdiction of those courts in respect of any proceedings in connection with these Terms or this Site. If any provision of these Terms is found to be invalid or unenforceable by a court of law, such invalidity and enforceability will not affect the remainder of the Terms which will continue in full force and effect.