

Website terms of Use:

Access to and use of this website (the "Website") provided by the Intiger group (IAM) is subject to the following terms:

Access to the Website

1. By using the Website you agree to be legally bound by these terms, which shall take effect immediately on your first use of this Website. If you do not agree to be legally bound by all the following terms, please do not access and/or use this Website.

2. IAM may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made to the Website. Your continued use of this Website after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

Use of the Website

3. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use any of the Website content in any way. You also agree not to adapt, alter or create a derivative work from any of the Website content except with the prior written consent of IAM. Any other use of the Website content requires the prior written permission of IAM.

4. You agree to use the Website only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Website.

Disclaimers and Limitations of Liability

5. The Website content, including the information, names, images, pictures, logos and icons regarding or relating to IAM, its advertised properties (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

6. IAM will not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other tortious action, arising from or in connection with the use or non-use (as the case may be) of the Website or the Intiger Group service.

7. IAM holds no Australian Financial Services License (AFSL), does not provide Financial Planning Advice and none of IAM's output should be deemed advice or direction which could be construed as advice. IAM is a Financial Planning administrative services provider only. All input, output and processing completed by IAM is on the instruction of a Certified Australian Financial Advisor only.

For clarity this means you (if you are a Certified Australian Financial Advisor) or a member of your business. IAM makes no commitment to the accuracy, completeness or relevance of the output it produces for any client; this includes any written or verbal output. Intiger take no responsibility for the accuracy or completeness of any data, analysis, output, statements or output derived from its Offshore Processing solution, Australian staff or the BOOM software. By agreeing to these Terms and Conditions you absolve Intiger and its entities of all responsibility directly or indirectly linked to its output.

8. IAM do not warrant that functions contained in the Website content will be uninterrupted or error free, that defects will be corrected, or that IAM or the server that makes it available are free of viruses or bugs.

Intellectual Property

9. The names, images and logos identifying IAM or third parties and their products and services are (as between the parties) subject to copyright, design rights trademarks and other intellectual property rights of IAM. Nothing contained in these terms shall be construed as conferring by implication or otherwise any licence or right to use any trademark, patent, design right, copyright or other intellectual property rights of IAM, or any other third party (as the case may be).

10. The Website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

Third Party Websites

11. Certain links in this Website may connect to other websites maintained by other parties over whom IAM has no control. IAM makes no representations as to the accuracy or any other aspect of information contained in other websites.

Information from You and Privacy Policy

12. Any information received about you through this Website will be dealt with in accordance with our Privacy Policy and Australian privacy laws. Our Privacy Policy can be accessed at the following link:
<https://boom.intiger.com.au/Content/Documents/PrivacyPolicy.pdf>

General

13. Notwithstanding the foregoing, none of the exclusions and limitations in these terms are intended to limit any rights you may have as a consumer under statute which may not be excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from our negligence or that of our employees or agents. By agreeing to the terms and conditions you agree that you, your firm, or related entities, will not attempt to recruit any members of the Intiger team whether in Australia or offshore. You, your firm, or any related entities, now or in the future up to a period of 5 years of creating your account agree not to copy or reproduce in any form any aspect of BOOM, its functionality, processes, or methodology. This exclusion applies to all areas of BOOM and Intiger's offering and specifically to the on-line live countdowns, Advice Creation process, Online Transcription, 24/7 processing offering, and pricing model shown in BOOM. No aspect of this functionality or processes may be copied, referenced or replicated in full or part.

14. These shall be governed by and construed in accordance with Australian Law. If any provision of this notice shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Intiger Asset Management Terms and Conditions

BETWEEN:

(1) SUBSCRIBER

and

(2) (INTIGER ASSET MANAGEMENT PTY LTD (ACN 606 729 328) of 67 Howe Street, Osborne Park, Western Australia ("Intiger" and or "IAM"))

(collectively, the "Parties")

WHEREAS

(1) Intiger is a wholly owned subsidiary of Intiger Group Limited (an ASX publicly listed entity) and is a provider of financial planning software and administrative outsourcing services. ("Services").

IT IS HEREBY AGREED AS FOLLOWS

1. Definitions

1.1. In this Agreement, the following words and phrases shall bear the following meanings: "Data" means data or information in any format, whether existing at the time of subscription or not, which is communicated or transmitted to the Subscriber in accordance with the Service;

"Precedents" means the precedent material contained in the Data;

"Service" means the online precedent service supplied to the Subscriber in accordance with this agreement together with (if applicable) the Storage Service;

"Storage Service" means storage of reports created by the Subscriber using the precedents on the servers of IAM;

"Subscription Start Date" means the date on which this agreement takes effect;

"Subscription "Period" means the period of one (1) month from the Subscription Start Date and any continuation thereof pursuant to Clause 2.2;

"Invoice Date" means the date on which an invoice is issued by IAM to the subscriber and is determined by the date shown at the top of the invoice and not by the date of posting or receipt by the subscriber.

2. Grant of License, Duration, Termination

2.1. IAM grant to the Subscriber a non-exclusive, non-transferable licenses to access and use the Service during the Subscription Period in accordance with the terms and conditions of this Agreement.

2.2. Unless otherwise agreed in writing, the Subscription Period shall be for one month commencing on the Subscription Start Date ("Initial Term") and shall subject to clause 2.3, continue thereafter unless terminated by either party by giving to the other not less than one month notice in writing expiring no earlier than the end of the Initial Term.

2.3. Either Party may terminate this Agreement by notice immediately effective in the event that:

2.3.1. The other party is in material breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) for a period of 30 days after notice of the breach given by the other party; or

2.3.2. The other party makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or a resolution is passed or an order is made for the winding up of the other party (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrance takes possession of or a receiver or administrative receiver is appointed over any of the property or assets of the other party; or

2.3.3. The other party ceases or threatens to cease to carry on business

2.4. Expiry or termination of the Service shall be without prejudice to the accrued rights and obligations of the parties.

3. Provision of and access to the Service

3.1. Subject to the terms herein and for the duration of the Service, IAM shall provide the Subscriber with the Service for the Subscription Period.

3.2. IAM shall allocate to the Subscriber such passwords and other identifiers as it thinks fit and may alter these from time to time upon reasonable notice being given to the Subscriber.

3.3. Any password is issued for the authorized use of the Subscriber only and is not transferable and shall be kept strictly confidential. IAM reserves the right to change passwords in order to maintain the security of the Service

3.4. IAM reserve the right without notice to:

3.4.1. Alter the arrangements for access to the Service; and/or

3.4.2. Change the content, presentation and/or facilities of the Service. IAM will endeavor to give the Subscriber reasonable notice of any alterations or changes which are likely to affect the Subscriber.

3.5. The final output of every report created using the Service (“the Report”) will be made available to the Subscriber in the form of a Word file. The report can be printed and/or saved to the Subscriber’s own hard drive, and used in accordance with the terms and conditions of this Agreement.

3.6. The Subscriber acknowledges and agrees that:

(a) on termination of the Agreement for whatever reason, the Subscriber will not be able to use the Storage Service including but without limitation access to end use of Reports saved on IAM’s servers; and

(b) whilst IAM use reasonable endeavors to ensure the safety and security of Reports, IAM do not accept any liability relating to

(i) the loss and/or corruption of such Reports, (ii) the unavailability of such Reports and/or (iii) the content of such Reports.

4. Copyright and Permitted Use

4.1. The copyright in the Data is and remains the property of IAM and its licensors. Save where expressly permitted by this Agreement, the Data may not be copied, distributed, sold, reproduced, licensed or dealt with in whole or in part without the prior written consent of IAM.

4.2. The Subscriber may:

4.2.1. only use the Service on one computer or workstation at any one time;

4.2.2. view the Service on screen and print extracts from the Service;

4.2.3. download and print Precedents;

4.2.4. Transmit Precedents or Data by print, fax, e-mail, or other method, between employees, partners or agents of the Subscriber;

4.2.5. Use and adapt the Precedents or any parts thereof in the ordinary course of the Subscriber's business, including providing the Precedents to clients by print, fax, e-mail, or other method, for use in relation to particular matters for which the Subscriber is engaged to advise such clients;

4.3. The Subscriber may not without the prior written consent of IAM:

4.3.1. Incorporate or otherwise use or adapt the Precedents otherwise than in accordance with clause 4.2.5;

4.3.2. Republish the Precedents or any other Data, in print online or otherwise, including holding the Precedents and/or the Data on its own or a third party's server for access via an intranet, an extranet or via the internet;

4.3.3. Keep copies of amended Precedents on file including holding them electronically for future use in other related or similar matters.

4.4. All rights in the Service, the Data and the Precedents whether which exist or may come into existence which are not specifically granted to Subscriber by this Agreement are expressly reserved to IAM or its licensors as the case may be.

5. Charges

5.1. The Subscriber shall pay the charges for the provision of the Service notified to the Subscriber by IAM.

5.2. All subscription charges are payable from the Subscription Start Date. Subscription charges are invoiced and payable monthly in the calendar month to which they relate.

5.3. The Subscriber will be responsible for all Internet connection charges and utility charges or related costs.

5.4. All invoices for the Service are payable by the Subscriber within thirty (30) days of the Invoice Date. If the Subscriber fails to pay any charges when due then without prejudice to any other right or remedy available to IAM, IAM shall be entitled at its discretion to:

5.4.1. Suspend the Service without any liability to the Subscriber.

6. Intellectual Property Rights Warranty and Indemnity

6.1. IAM warrant to the Subscriber that neither the Service nor the Data infringe any industrial or intellectual property rights of any third party and that it holds itself the necessary rights to grants the rights specified in this Agreement and that it has authority to enter into this agreement with the Subscriber.

6.2. IAM shall indemnify the Subscriber against any loss, injury or damage (including any legal costs and expenses and any compensation costs and disbursements paid by the Subscriber on the advice of Counsel to compromise or settle any claim) occasioned to the Subscriber in consequence of any breach of the warranty contained in this clause, provided that in the event of a claim being made:

6.2.1. Subscriber shall not settle any such claim without IAM' express written consent;
and

6.2.2. Subscriber shall notify IAM in writing as soon as possible of the detail of any such claim and allow IAM to take control of any legal proceedings.

7. Limitation and Exclusion of Liability

7.1. Whilst IAM endeavour to ensure the accuracy of Data contained in the Service, neither IAM nor its agents nor its licensors make any representation or give any warranty, either express or implied, as to the accuracy or fitness for any purpose of Data received by means of the Service. No liability is accepted by IAM in relation to the use of the Service and the Precedents provided in the Service as a guide for the drafting of financial documents, or their fitness for the purpose in relation to any matter for which the Subscriber is engaged by a client to provide financial advice or transaction documents. The Subscriber acknowledges that such an exclusion of liability is reasonable in the circumstances.

7.2. The Subscriber acknowledges and agrees that the Service is provided to the Subscriber for the sole use of the Subscriber in advising its own client. IAM accepts no responsibility for any advice (including investment advice) given by the Data or to any client of the Subscriber whether based on information or material provided in the course of the provision of the Service or not. The Subscriber hereby agrees to indemnify IAM from and against all claims, losses, damages and costs (including legal costs) incurred or suffered by IAM as a result of any action brought by the Subscriber against IAM as a direct or indirect result of advice given by the Subscriber to its client.



7.3. Whilst all necessary steps will be taken as soon as is reasonably practicable to maintain the continuity of the Service, IAM accept no liability for suspension, interruption, temporary unavailability or fault occurring in the Service, howsoever caused.

7.4. IAM shall be under no liability for any loss, damage, cost, expenses or other claims in respect of any alterations made by the Subscriber to the Precedents.

7.5. IAM shall not be liable to the Subscriber and/or its clients by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of IAM, its employees or agents or otherwise) which arise out of or in connection with the supply of the Services (including any delay in supplying or failure to supply the Service in accordance with this Agreement or at all) or their use or re-sale by the Subscriber.

7.6. IAM shall not be liable to the Subscriber or be deemed to be in breach of the Agreement by reason of any delay in performing, or failure to perform, any of IAM's obligations in relation to the Service, if the delay or failure was due to any cause beyond IAM's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond IAM's reasonable control - an Act of God; explosion; flood; tempest; fire accident; threat of War; acts of terrorism; sabotage; insurrection; civil disturbance and requisition; acts, restrictions, by-laws, prohibitions of any kind on the part of any government, parliamentary or local authority; import or export regulations or embargoes; strikes, lockouts or other industrial actions or trade disputes (whether involving employees of IAM or of a third party); difficulties in obtaining raw materials; labour, fuel, parts or machinery; power failure or breakdown in machinery.

7.7. Subject to the express terms of this Agreement, all other warranties, conditions or terms, whether made expressly or implied by common law as statute relating to use, quality and/or fitness for purpose are excluded.

8. Assignment

8.1. IAM may at any time, and without the prior written consent of the Subscriber, assign any benefit or transfer, delegate or sub-contract all or any part of its duties and obligations under this Agreement to any person, firm or company.

8.2. This Agreement is personal to the Subscriber and the Subscriber must not assign all or any part of its rights and/or subcontract or delegate any of its obligations under this Agreement without the prior written consent of IAM.



9. Subcontracting

9.1. The parties acknowledge that IAM may engage contractors to carry out some or all of IAM's obligations comprising the Services, and that such contractors may have access to "personal information" (as that term is defined in the *Privacy Act 1988* (Cth)) (**Personal Information**) that has been provided to IAM by or on behalf of the Subscriber (or its clients) in connection with the Services.

9.2. IAM shall not be required to seek the Subscriber's consent to any IAM employee (or contractor engaged by IAM) having access to Personal Information provided the use of that Personal Information is exclusively for the purposes of carrying out any part of the Services.

10. Third Parties

10.1. This Agreement shall ensure for the benefit of and be binding on the parties and their respective permitted assignees and successors in business as the case may be.

10.2. Nothing otherwise in this agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement.

11. Entire Agreement

11.1. This Agreement contains the full and complete understanding between the parties and (unless explicitly preserved) supersedes all prior agreements, whether formal or informal, written or oral, relating to this Agreement and the parties acknowledge that no representations or promises not expressly contained in this Agreement have been made by IAM or by agents, employees or representatives of IAM

12. Miscellaneous

12.1. Notices may be sent by prepaid post to the party to be served at the address above or the address last known to the party serving the notice. In proving service it shall be sufficient for the sender to prove that the notice was correctly addressed, postage paid and posted, and the notice shall be treated as served on the 14th day after the date of posting.

12.2. Headings contained in this Agreement are for reference only and should not be incorporated into this Agreement.

12.3. The parties agree that neither any failure to exercise, nor any delay in exercising, any right hereunder shall operate as a waiver of that right or any other right or remedy, nor shall any partial exercise preclude any further or other exercise.

13. Choice of Law/Arbitration

13.1. This Agreement and all matters arising out of it shall in all respects be governed by the laws of Australia and the parties irrevocably submit to the exclusive jurisdiction of the Australian Courts.