



Australian Financial Services License No: 340958
ABN: 63 135 540 135

Subscriber Terms of Use Agreement

PLEASE READ THIS CAREFULLY

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MARKET TIMING PTY LTD
(ABN: 63 135 540 135).**

Introduction

MarketTiming.com.au is owned, operated and controlled exclusively by Market Timing Pty Ltd (ABN: 63 135 540 135).

Market Timing Pty Ltd holds a current Australian Financial Services Licence (No: 340958) which authorises it to:

provide general financial product advice to retail clients for the following classes of financial products:

- (i) interests in managed investment schemes excluding investor directed portfolio services; and*
- (ii) securities.*

Please read the following *Subscriber Terms of Use Agreement* before using our subscription service or any part of this website in any way. Your use of any of Market Timing Pty Ltd product, service or information constitutes your agreement to abide by Market Timing Pty Ltd's *Subscribe Terms of Use Agreement* as set out below.

Subscriber Terms of Use Agreement

Throughout this Agreement, the word 'service' (or 'services') means Market Timing Pty Ltd's subscription service, including access to and use of restricted parts of the Market Timing website.

By using our services, you agree to be bound by the terms and conditions of this Agreement. If you do not agree with the terms and conditions do not use our services or use or copy the website or any parts or aspects thereof.

The terms of this Agreement may be updated by us from time to time. You will receive email notification of all such updates. If you continue to use our subscription service after this agreement has been updated, you agree to be bound by the terms and conditions of the updated agreement.

Sections

- Ownership and Licence
- Permitted Uses
- Prohibited Uses
- General Advice
- Past Performance Disclaimer
- Limited Warranty
- Limitation of Liability
- Indemnity
- Modification
- Confidentiality
- Registration
- Privacy
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- Other Provisions

Ownership and Licence

This Agreement grants you only a licence to use services. Title, ownership and intellectual property rights remain with Market Timing Pty Ltd. Your rights to use the services are specified in this Agreement, and we retain all rights not expressly granted to you in this Agreement.

Permitted Uses

Subject to the terms and conditions of this Agreement, you are granted the following limited non-exclusive rights to use the services:

1. You may retrieve and display content from our website or from emailed notices on a computer screen for your own personal use, and
2. You may print one copy of the content, or parts thereof, on paper, for your own personal use.

Prohibited Uses

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the services, use of the services or any portion thereof, or access to the services or any portion thereof. Additionally, you may not, without written permission from us:

1. Use, copy, modify, merge, create derivative works of, or transfer copies of the services or any part thereof except as provided in this Agreement; or
2. Remove the trademark or copyright notices from any copies made of the services.

General Advice Warning

Market Timing Pty Ltd only provides 'general advice'. As such, we do not take into account your objectives, financial situation or needs and risk tolerance.

By agreeing to be bound by this Agreement, you are acknowledging that you have been provided with the following general advice warning that:

Market Timing's advice has been prepared without taking account of a subscriber's objectives, financial situation or needs; and, because of that, the subscriber should, before acting on the advice, consider the appropriateness of the advice, having regard to their objectives, financial situation and needs; and, if the advice relates to the

acquisition, or possible acquisition, of a particular financial product, the subscriber should obtain a Product Disclosure Statements or offer document relating to the product and consider the Statement before making a decision about whether to acquire the product.

Past Performance Disclaimer

Market Timing Pty Ltd uses past performance data extensively to describe and compare its timing strategies and alternatives.

By agreeing to be bound by this Agreement, you are acknowledging that Market Timing Pty Ltd recognises that past performance is not necessarily indicative of future performance, and that investments can go up and down, and that you have been providing with this past performance disclaimer.

Limited Warranty

We make the following limited warranties for a period of thirty (30) days from the date you subscribed to the service or otherwise began use of any aspect of the services:

The services will be free from defects in materials and workmanship under normal use.

The services will materially conform to the documentation that accompanies it.

Market Timing Pty Ltd entire liability and your sole and exclusive remedy for breach of the limited warranty set forth in this section shall be return of the price actually paid for the services or one dollar (\$1.00), whichever is greater.

Market Timing Pty Ltd does not warrant that the services will meet your requirements or that their operation will be uninterrupted or error-free. Except for the express limited warranty set forth in this section, the services are licensed 'as is.' Market Timing Pty Ltd makes no representations and extend no warranties of any kind and disclaim all other warranties, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Some States do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other legal rights, which vary from State to State.

Limitation of Liability

Market Timing Pty Ltd's liability to you for any losses shall be limited to direct damages, and in no case shall exceed the amount originally paid for the services or one dollar (\$1.00), whichever is greater. In no event and under no legal theory, including tort, contract or otherwise, shall we be liable to you for any indirect, special, incidental, or consequential damages (including loss of profits) even if we have been advised of the possibility of such damages.

If the law does not allow these limitations or exclusions, they may not apply to you.

Indemnity

You agree to indemnify and hold Market Timing Pty Ltd harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of

your use of the services in any way, your connection to the services, your violation of the terms of this agreement, or your violation of any rights of another.

Modification

Market Timing Pty Ltd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services (or any part thereof including your license to use the services) with or without notice. You agree that Market Timing Pty Ltd and its associates shall not be liable to you or to any third party for any modification, suspension or discontinuance of the services or any part thereof. Unless explicitly stated otherwise, any modifications to the services or any new features that augment or enhance or change the then current services or any part thereof and new web sites released as part of the services, shall be subject to the terms of this agreement.

The term of this license shall be until terminated by Market Timing Pty Ltd. In addition, this license and your rights to use the services will automatically terminate if you fail to comply with any provisions of this Agreement. If your subscription requires continuing payments or renewal fees, this license and your rights to use the services will terminate upon non-payment of the aforementioned payments or fees, without a requirement of notice of termination. If you have complied with the terms of this Agreement and you have paid a subscription for a license to use all or part of the services, and the license is terminated by Market Timing Pty Ltd, Market Timing Pty Ltd will make a pro rata refund in respect of the unexpired portion of the subscription or membership period.

Market Timing Pty Ltd reserves the right at any time to charge fees for use or access to portions of the services or the services as a whole. If at any time Market Timing Pty Ltd requires a fee for portions of the services that are now free (e.g. a subscription fee), Market Timing Pty Ltd will give users advance notice of such fees and the opportunity to cancel access to the services before such charges are imposed. All new fees, if any, will be posted in appropriate locations on the website.

Confidentiality

You acknowledge and agree that the services incorporate and disclose proprietary information of Market Timing Pty Ltd and its associates, and such proprietary information constitutes valuable trade secrets of Market Timing Pty Ltd and its associates and may not be disclosed by you to any party at any time.

Registration

In consideration of your use of the services or any part thereof, you agree to:

1. Provide true, accurate, current and complete registration data; and
2. Maintain and promptly update the registration data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or Market Timing Pty Ltd has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Market Timing Pty Ltd has the right to suspend or terminate your account and refuse any and all current or future use of the services (or any portion thereof).

You may receive a password and user name or other designation as part of your registration for all or part of the services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to:

1. Immediately notify Market Timing Pty Ltd of any unauthorized use of your password or account or any other breach of security; and
2. Ensure that you exit from your account at the end of each session.

Market Timing Pty Ltd and its associates cannot and will not be liable for any loss or damage arising from your failure to comply with the terms of this Section.

Privacy

Market Timing Pty Ltd is committed to adopting the highest standards to safeguard our subscribers and other parties' personal information. The company like other companies operating in Australia are bound by the National Privacy Principles as set out in the Privacy Act 1988.

Our collection, use and disclosure of personal information are set out below:

We collect personal information about you when you subscribe to the service.

The type of personal information we collect may include your name, company or business name, address, telephone numbers fax numbers and email. You may also choose to provide us access to your credit card details as a means of payment of your subscription or other services. These credit card details are held by our third party financial processor (such as PayPal) and/or by us in an encrypted file in our accountancy package in relation to that invoice only.

The personal information you provide may be used for a number of purposes connected with our business operations, which include:

1. Communicating with you;
2. Providing you with services requested;
3. Billing you or administering your account;
4. Dealing with requests, inquiries or complaints;
5. Providing Government with prescribed reporting on our activities;
6. Carrying out any activity in connection with a legal, governmental or regulatory requirement or in connection with legal proceedings.

We will not use your information for purposes other than described above unless we have your consent or there are specified law enforcement or safety reasons. We may disclose personal information or documents about you if required by a Court of Law.

We will take reasonable steps to ensure that the personal information we collect, use or disclose is accurate, complete, up-to-date and stored in a secure environment protected from unauthorised access, modification or disclosure.

Upon your request, we will take reasonable steps to let you know, generally, what sort of personal information we hold, for what purposes and how we collect, use and disclose that information.

Third Party Links

The services may provide, or third parties may provide, links to other internet sites or resources. Because Market Timing Pty Ltd has no control over such sites and resources, you acknowledge and agree that Market Timing Pty Ltd are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any information, content, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and

agree that Market Timing Pty Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such information, content, products or services available on or through any such site or resource.

Other Provisions

This Agreement will be governed by and construed in accordance with the laws of the State of New South Wales.

The parties irrevocably agree that the courts of New South Wales (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement or the legal relationship established thereby, and for those purposes irrevocably submit all disputes to the jurisdiction of the courts of the State of New South Wales.

For the exclusive benefit of Market Timing Pty Ltd, Market Timing Pty Ltd shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where this Agreement is entered into in the course of your trade or profession, the country of your principal place of business.

The application of the United Nations Convention on Contracts for the International Sale of Goods, as amended, is expressly excluded.

This is the entire agreement between us relating to the services and supersedes any prior purchase orders, communications, advertising, or representations concerning the services. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the services or any part thereof must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Except for updates to the Agreement that are posted on the website, no change or modification of this Agreement will be valid unless it is in writing and is signed by a duly authorized officer of Market Timing Pty Ltd.

Notices to you may be made via either email or regular mail. Market Timing Pty Ltd may also provide notices of changes to the terms of this agreement or other matters by displaying notices or links to notices to you generally on the website.

Computer records stored in reasonably secure conditions on the computer system of either party shall be accepted as evidence of communication, license agreement, and payments made between the parties.

If you have any questions about this Agreement, contact us at:

- Email: info@MarketTiming.com.au
- Postal address: PO Box R1444, Royal Exchange, NSW 1225
- Phone: 1300-895811