

Midwinter's Client Manager – Acceptable Use Policy

- 1) You must only use the Software and Hosting Facility (Service):
 - a) for its intended purpose; and
 - b) as directed by Midwinter from time to time.
- 2) You must not use the Service to:
 - a) post, upload or otherwise make material available that is illegal or obscene, defamatory, harassing, abusive, tortious, hateful, invasive of a person's privacy, or racially or otherwise objectionable, discriminatory or offensive;
 - b) fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, a Midwinter representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
 - c) disguise the origin of any material transmitted through the Service (whether by forging message/packet headers or otherwise manipulating normal identification information);
 - d) create pages that cannot be accessed due to password protection or any other access restriction system without Midwinter's consent or use the Service in any way to break or access, or attempt to break or access, any password of any other user of the Service or any third party;
 - e) post, upload or otherwise make material available which infringes any intellectual or industrial property right of Midwinter or any third party (such as material that infringes copyright, trade marks, patents, or trade secrets, or other proprietary rights of any party);
 - f) post, upload or otherwise make material available containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorised advertising or promotional material or collect information, including web pages, image views, e-mail messages or news posts from unsolicited mail;
 - g) send multiple copies of the same or substantially similar messages, large messages or files, to a recipient with the intent of disrupting a server, account, or service or to post a large number of messages or amounts of text in newsgroups or chatrooms with the intent of disrupting discussion or the service of other users;
 - h) post, upload or otherwise make material available containing viruses, trojans or any other material designed to impair, destroy or interrupt the performance of any hardware or software;
 - i) obtain unauthorised access to or interfere with the performance of the servers which provide the Service or any servers on any associated networks or otherwise fail to comply with any policies and procedures relating to the use of those servers;
 - j) collect, whether aggregated or otherwise, data about other users of the Service;
 - k) violate any applicable laws, whether intentionally or otherwise, or post, upload or otherwise make material available which you are not entitled to make available by law (whether by legislation or under a contractual, or fiduciary obligation or otherwise);
 - l) harass or stalk another person or harm, purport to harm or seek to harm another person (including minors) or encourage those or other illegal activities;
 - m) provide advice on illegal activities (for example, the creation of bombs, the infringement of intellectual property rights and gaining unauthorised access to computer systems);
 - n) use your web page directory for file storage/backup purposes; or
 - o) do anything else which may impact operation or performance of the Service or its use by others.
- 3) You must not post, upload or otherwise make information available which relates to financial matters such as investments, securities, stock prices, company performance, or commodity prices without holding all relevant licences (whether required in your jurisdiction or elsewhere).

The phrase "make information available" includes allowing other people to post, upload or otherwise make information available through the Service.

- 4) If you will be using the Service for a commercial purpose or otherwise on-selling any part of the Service to another party you have legal responsibilities in relation to the provision of content under Federal, State and Territory laws concerning content that is intended to be provided to the public from within Australia. You must comply with all applicable laws;
- 5) You acknowledge that while Midwinter does not review material uploaded to the Service prior to it being made available through the Service, Midwinter or its agent may remove any information available through the Service, including, but not limited to information that Midwinter considers (in its sole opinion) violates this Acceptable Use Policy, applicable laws, or is otherwise objectionable. You are responsible for maintaining your own backup of information you upload to the Service.
- 6) You acknowledge that the Internet is not a secure or private medium and that Internet communications may be subject to delay, interception, caching or loss, or may contain viruses or other destructive or nuisance programs. You accept complete responsibility for the protection of your data in relation to which the Service is used and acknowledge that Midwinter has no liability for any loss or damage you may suffer as a result from or arising out of any failure by you to do so.
- 7) Midwinter reserves the right to assess the traffic and bandwidth generated in connection use of the Service by you, your Users and Clients. Where an excess of incoming or outgoing bandwidth is used due to, but not limited to, large increases in visitation and/or the placement of high-bandwidth content (such as audio or video) on the site, Midwinter may charge you for the extra bandwidth utilised by you, your Users and Clients, at Midwinter excess bandwidth rate as varied from time to time.
- 8) Midwinter may monitor the content of any traffic over the Service for any reason permitted or required by law, including for the purpose of ensuring compliance with this policy. Midwinter will attempt to contact you before taking any corrective action if we believe you are in breach of this policy. Notwithstanding this, any breach by you of this policy may result in the suspension or termination of the Service.
- 9) Midwinter may amend this Acceptable Use Policy from time to time without notice by posting the amended version on the legal section of our web site. We suggest that you visit this page regularly to keep up to date with any changes.

Contact Details

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To access your free trial of Midwinter's *Reasonable Basis* please click on this link – [Reasonable Basis Free Trial](#) - and call **1300 882 938** for your access code.

This is intended as general advice only and does not have regard to an investor's objectives, financial situation or needs. Before acting, investors should consider the advice in light of their own circumstances.

Midwinter Financial Services Pty Ltd has endeavoured to ensure that the information contained in this communication is accurate, but to the maximum extent permitted by the Law, disclaims all liability for errors or omissions.

All superannuation and taxation information is based on our understanding, and the continuation, of current taxation and superannuation legislation. The case studies included have been created to illustrate a specific concept only.

Justifying
your advice just
got a whole lot
easier with...

 *reasonable basis*