

Website Terms & Conditions

This website is owned and operated by Zircon Financial Service (Australia) Pty Ltd ABN 14 672 642 054, trading under the registered business name ZR Markets ('**ZR Markets**'). These Terms and Conditions are incorporated into and form part of the Agreement (as defined in the User Agreement) and apply to your access and use of this website. By accessing and using this website, you agree to abide by the Terms and Conditions.

Access to website

This website and the copyright in all text, graphics, images, software and any other materials on this website is owned by ZR Markets or its licensors. You may only use the materials on this website solely for your own personal use and solely for non-commercial purposes.

You may display on a computer screen or print extracts from this website for the above-stated purpose only and without alteration, addition or deletion. Except as expressly stated within these Terms and Conditions, you may not without ZR Markets' prior written permission alter, modify, reproduce, distribute or commercially exploit any materials from the website.

You acknowledge that 'ZR Markets', 'Zircon', 'zr.au' and the ZR Markets logo are trademarks and/or property of ZR Markets. You may reproduce such trademarks and logos without alteration on material downloaded from this website to the extent authorised above, but you may not otherwise use, copy, adapt or erase them without ZR Markets' prior written permission.

The names and logos of other companies appearing on this website may be the trademarks of third parties and are used by ZR Markets with the permission of their respective owners.

Intellectual property notices

All copyright, database rights, trademarks and other intellectual property rights in the works of authorship ('**Contents**') contained in this website, including but not limited to all design, text, sound recordings, and images are owned, except as otherwise expressly stated, by ZR Markets or a third party including our licensors. These Contents may or may not be identified with a symbol identifying a name, term or item in which copyright or a trademark is held. The lack of such symbol should not, under any circumstances, be understood as meaning that the Contents are not the intellectual property of either ZR Markets or a third party.

Entire agreement

These Terms and Conditions (and, as relevant, Account Opening Application Form, the Risk Warning Notice, and the User Agreement) contain the entire agreement between you and ZR Markets relating to your access and use of this website. ZR Markets may change these Terms and Conditions at any time and will notify you of such changes by posting an updated version of these Terms and Conditions on this website. You are responsible for regularly reviewing these Terms and Conditions and if you use this website after any such changes are published, such use may constitute your agreement to such changes.

Third party's materials and websites

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 ZR Markets' direct control and ZR Markets

accepts no responsibility or liability in respect of any such third-party materials or for the operation or content of other websites (whether or not linked to this website). You acknowledge that ZR Markets may, in its full discretion, require you to remove any link on another website to ZR Markets' website without obtaining ZR Markets' prior written consent.

Limitation of liability

The information and material on this website is provided as general information only and has not been prepared to take account your particular objectives, financial situation or needs and is not suitable to be relied upon as personal financial product advice. Therefore, before acting on the information and material on this site, you should consider whether the information and material is appropriate for you, having regard to your objectives, financial situation and needs.

If you submit an application to become a Client of ZR Markets or open a demonstration account, you will be required to accept the Account Opening Application Form, the Risk Warning Notice, the User Agreement and any other relevant ZR Markets documents and any supplementary and replacement documents and updated information that is provided to you by ZR Markets including via emails. Your acceptance of and obligations under the Agreement apply upon commencing an application with us or opening a demonstration account, are not conditional on you being accepted as a Client. Such terms will govern your relationship with ZR Markets and ZR Markets' liability to you in respect of Services provided.

Although ZR Markets updates the website on a regular basis, it does not warrant that the information or materials contained in the website are current or accurate or that any of products or services featured on the website are available. ZR Markets may change the materials appearing on this website at any time without notice.

To the maximum extent permitted by law, ZR Markets will not be liable in any way 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. ZR Markets disclaims any representation or warranty that the website or materials will meet your requirement or that the website or any software will be uninterrupted, secure or free from errors or viruses.

Indemnity

You agree to indemnify and hold ZR Markets, subsidiaries, affiliates, officers and employees not liable for any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by ZR Markets or its subsidiaries, affiliates, officers or employees in connection with your use of the website in breach of these Terms and Conditions or negligence.

Your information

In addition to any obligations that you may have if you submit an application to become a Client of ZR Markets or open a demonstration account, you agree to ensure that all information which you provide to ZR Markets is complete and accurate to the best of your knowledge and belief. You agree to notify ZR Markets immediately of any changes to the details you have provided to enable ZR Markets to keep its records up to date and accurate. The information that you provide about yourself to ZR Markets will only be used by ZR Markets in accordance with its Privacy Policy and otherwise in accordance with the *Privacy Act 1988* (Cth).

Applicable law and severability

This website (including these Terms and Conditions) is governed by Australian laws, in particular the laws of New South Wales which will have exclusive jurisdiction over any disputes arising from this website.

These Terms and Condition can be modified at any time by ZR Markets and you agree to continue to be bound by these Terms and Conditions as modified. We will notify you of these changes by publishing revised Terms and Conditions on this website.

If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

Company details

The registration detail of Zircon Financial Service (Australia) Pty Ltd is:

Zircon Financial Service (Australia) Pty Ltd

ACN 672 642 054

ABN 14 672 642 054

AFSL No. 562700

Registered office

Level 1, 79-81 Chandos Street, St Leonards NSW 2065

Regulatory information

Zircon Financial Service (Australia) Pty Ltd is licensed and regulated in Australia by the Australian Securities and Investments Commission and holds an Australian Financial Services Licence (No. 562700).