

Terms and Conditions

Please read these terms and conditions carefully. By accessing the Behavioural Finance Australia (“BFA”) web site or any of the services provided by BFA, you are indicating that you have read, acknowledge and agree to be bound by these Terms and Conditions. Simon Christopher Russell has entered into this agreement with you as trustee for the BCF Consulting Services Trust (trading as Behavioural Finance Australia) and on as agent and trustee for its Related Entities and Representatives, and may enforce the performance of this agreement on behalf of its Related Entities and Representatives in its name or in any of their names.

A. BFA SERVICES

a. What are BFA Services?

BFA Services include information and analyses contained on BFA’s web site, in emails, reports, presentations or as part of any other service provided by BFA (collectively referred to in these Terms and Conditions as “BFA Materials”).

The types of BFA Services available to BFA clients can be found on our web site, and described in BFA’s various brochures, flyers, emails and other marketing materials from time to time.

Each BFA Service may be subject to Terms of Use specific to that service. Where a Terms of Use conflicts with these Terms and Conditions, the Terms of Use relating to the specific BFA Service will apply.

b. Registering for a BFA Service

When providing information when registering to obtain BFA Services, you agree to provide BFA with accurate and complete information. It is your responsibility to inform BFA of any changes to that information.

c. How much do BFA Services cost?

Some BFA Services are provided for free and others require payment of a specific fee. Details of the fees associated with any BFA Services, how to pay and when to pay those fees can be found on our web site or as described in BFA’s various brochures, flyers, emails and other marketing materials from time to time.

BFA is not obliged to provide any BFA Service until such time as fees associated with that particular BFA Service have been paid.

Where BFA supplies BFA Services on credit, it can at any time cease with immediate effect supplying those BFA Services where you fail to pay the fees associated with those services in accordance with the payment terms.

Where you have paid fees to obtain a BFA Service but subsequently indicate that you no longer wish to receive part or all of the BFA Service, BFA is under no obligation to refund or provide a credit for any or all of the fees paid. However, it may choose to do so at its sole discretion.

d. Rights of BFA customers

You are entitled to post on BFA’s online forums or blogs where access is provided to do so. When posting on the BFA website you agree that you shall not post, publish, upload or distribute any messages, data, information, text, graphics, links or other material (collectively ‘Postings’) which are unlawful or abusive in any way including but not limited to any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute a criminal offence, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law.

BFA has no obligation nor does it intend to edit, monitor or screen Postings and is not responsible for the content of Postings or any content linked to from such Postings. However, BFA does reserve the right to examine from time to time some or all Postings and reserves the right to remove any materials posted within its sole and absolute discretion.

You shall not post any Postings or otherwise distribute any content or material containing any advertising, promotion, solicitation for goods, services or funds or solicitation or anyone to become members of any commercial enterprise or organisation without the express written consent of BFA which may be refused in its absolute and sole discretion.

e. Can BFA Refuse to Supply a BFA Service?

Generally BFA will agree to supply a BFA Service where you supply BFA with sufficient information to provide that service and, where applicable, pay the fees associated with that service.

BFA may refuse to supply a service or cease to supply a service where:

- you fail to provide sufficient information for BFA to supply a particular service;
- you fail to pay the fee associated with any particular BFA Service;
- you breach any of your material obligations under these Terms and Conditions including posting Postings in contravention of the Terms of Use of that page.

f. When we offer a Satisfaction Guarantee it only covers what is specified

In limited cases BFA may provide a satisfaction guarantee component to a specific BFA Service. Where this occurs the details of the satisfaction guarantee will be contained in the information describing the relevant BFA Service.

B. USE OF BFA SERVICES

a. How do I use BFA Services, including BFA Materials?

One of the main purposes of BFA Materials is to assist investors to improve their investment skills as a result of understanding behavioural and cognitive factors that influence their specific investment decisions. Due to the fact that financial market conditions, behavioural and cognitive influences and other factors change over time BFA suggests investors regularly update any BFA Materials obtained. It is up to you to determine whether any BFA Materials remain current to your circumstances.

b. Your Information

In order to get the best value from BFA Materials it is important that you provide us when requested with appropriate, accurate and correct Information. BFA will use its reasonable endeavours to guide you through the process of providing appropriate, accurate and correct Information. However, it is up to you to ensure the accuracy and correctness of such information.

c. You make your own investment decisions

BFA is not a specialist in the provision of financial advice, tax advice or stock broking advice. Neither does it hold the necessary licenses or registrations to provide these types of advice. Therefore, BFA makes no recommendation, explicitly or implicitly about the appropriateness of any particular investment option for you or of the tax consequences of any action or inaction. Shares or other investment products mentioned in BFA Materials do not represent a recommendation from BFA to buy, sell or hold such shares or investment products.

BFA Materials are not intended to be relied upon when making a decision about a particular financial product or strategy, or for assessing the tax consequences associated with such financial product or strategy. Before making investment decisions you should consider the appropriateness of the BFA Materials with regard to your particular objectives, financial circumstances and needs. Remember, you are making your own decisions about what investments are suitable for you.

d. But there are options if you would like personal advice

For financial advice, please speak to an appropriately AFS licensed financial adviser or stock broker. For tax advice please consult an appropriate tax adviser.

e. If I don't know a financial adviser or tax adviser, will BFA refer me to an appropriate expert?

BFA may if requested provide you with a short list of BFA accredited financial advisers and/or tax advisers. However, it is for you to determine whether those advisers suit your particular needs and for you to engage those advisers directly.

f. BFA not responsible for advice given by financial and/or tax advisers

BFA is not responsible for any financial and/or tax advice which you may receive from financial and/or tax advisers. This is the case even where BFA has provided you with the names of BFA accredited financial and/or tax advisers.

g. What then does BFA accreditation mean?

BFA accreditation means that a specific tax and/or financial adviser has undertaken BFA training and has passed the necessary assignments/exams relating to an understanding of Behavioural Finance.

h. BFA can direct you to other resources, but is not responsible for them

BFA seeks to provide members with the benefits of Behavioural Finance-related insights and resources from a range of sources. However, the inclusion of any link or comments on our site is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by BFA of any information contained in any third party web site, unless otherwise stated. BFA accepts no liability for any views expressed by any third party that are included in the BFA Materials.

C. BFA MATERIALS

When creating or compiling BFA Materials, BFA may rely on the provision of Information from third parties and from you (collectively 'Third Party Information').

a. Information from Third Parties

BFA will use reasonable endeavours when collating information from you and third party sources to ensure such Information is accurate.

To the extent that your Information and Third Party Information relied on by BFA is incorrect and/or inaccurate, the BFA Materials may be incorrect and/or inaccurate.

b. There are no guarantees in life

While BFA will use its reasonable endeavours to ensure the accuracy and reliability of all BFA Materials, it does not guarantee their accuracy or reliability and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from:

- any errors, inaccuracies, omissions or other defects contained in these materials;
- the untimely provision of these materials; nor
- any inauthentic Information contained in the materials

except to the extent that such loss or damage was caused by our gross negligence, fraud or dishonesty.

c. You take the risks as well as the benefits of your investment decisions

BFA Materials may help inform your investment decisions or the financial advice you provide your clients. It is up to you to determine which investments to make, the amount to be invested and when to make such investments. BFA therefore will not be responsible for any loss incurred whether directly or indirectly from the use of the BFA Materials when making decisions to invest or any other decisions relating to investments.

BFA expressly disclaims all or any liability that may arise, directly or indirectly, out of the provision of BFA Services, including BFA Materials.

E. INTELLECTUAL PROPERTY

a. You can use BFA Intellectual Property, but not to damage BFA's commercial interests

BFA has invested significant time and energy in creating the BFA Services, and in particular, the BFA Materials. These services and materials are therefore the Intellectual Property of BFA and its Related Entities.

BFA Services, including BFA Materials, have significant commercial value to BFA. Therefore, we need to make sure they are not used for purposes that might damage our commercial interests. It is important to keep in mind that all right, title and interest in the BFA Materials is the exclusive property of BFA and its Related Entities, except as otherwise stated.

In other words, except as expressly provided in these terms and/or the Terms of Use for any individual BFA Service nothing contained in these terms or in the Terms of Use of a specific BFA product can be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

You may not, amongst other things, use the BFA Services to create or assist a commercial venture that in any way competes with BFA and/or the BFA Services in Australia or internationally without BFA's prior written approval, which can be withheld at BFA's sole discretion.

F. DISPUTES

a. What happens if you are unhappy with the BFA Service?

If you are unhappy with the BFA Service you can lodge a complaint via our web site. BFA will use reasonable endeavours to resolve the complaint within a reasonable amount of time.

Any disputes in connection with these Terms and Conditions will be dealt with as follows:

- BFA will try to resolve the dispute with you directly;
- If BFA is unable to resolve the dispute directly with you then the dispute will be referred to mediation. Where this occurs we will try to agree the choice of mediator with you. If we cannot agree to the appointment of a specific mediator we will ask LEADR to appoint a mediator.

G. GENERAL THINGS YOU NEED TO KNOW

a. Things may change

Like any business, BFA must respond to the changing needs of its customers, the costs charged by its suppliers and the competitive environment in which it operates. BFA therefore reserves the right to change its prices at any time.

BFA may also vary these Terms and Conditions at any time and the new terms will apply to any service provided by BFA from the date the new version of the terms is made available on the BFA web site.

b. Privacy Obligations

BFA has a Privacy Policy that can be found on our web site.

c. BFA is based in Victoria, Australia so will apply that State's Laws

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Victoria, Australia.

d. What do certain terms we use mean?

Behavioural Finance includes the analysis of the effects of psychological, social, cognitive, and emotional decisions of individuals and institutions and the consequences for market prices, returns and resource allocation.

BFA Services include BFA Materials and any other service offered by BFA.

Information means any systems, technology, ideas, concepts, know-how, techniques, designs, biographical data, specifications, blueprints, algorithms, diagrams, models, functions, capabilities and designs, including computer software or other information embodied in spreadsheets, presentations or specifications, intellectual property, financial data.

Intellectual Property means any and all intellectual property rights, including future rights, in any works throughout the world including rights which relate to trademarks, service marks, business names, inventions, including patents, designs, copyright, including rights in the nature of or analogous to copyright and know how.

Terms of Use of any BFA Services means the specific terms and conditions which apply to the use of that specific BFA Service.