

Terms of Use

These Website Terms of Use apply to this website which is operated by Antipodes Partners Limited ABN 29 602 042 035 (“Antipodes”) under the domain name www.antipodespartners.com (“Website”). By proceeding beyond the homepage you agree to accept these Terms of Use and we agree to grant you a non-exclusive, non-transferable license to use this website in accordance with the conditions set out below.

We may revise these Terms of Use from time to time without notice and such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms of Use as amended.

In addition to the provisions of these Website Terms of Use, there may also be specific and additional terms that apply to certain sections of this Website. Because those specific and additional provisions also apply to your use of those sections, we recommend that you review them wherever they appear. In the event of any inconsistency between the provisions of these Website Terms of Use and those other specific and additional provisions, the specific and additional provisions will prevail.

Professional investors

Professional Investors are investors who possess sufficient experience, knowledge and expertise to make their own investment decisions and properly assess the risks that they incur. We consider the following investors professional investors:

1. investment services enterprises;
2. other authorised or supervised financial institutions;
3. insurance undertakings;
4. collective investment undertakings and their management companies;
5. pension funds and management companies of such funds;
6. exchange traders and commodity derivatives dealers;
7. other institutional investors that are subject to authorisation or supervision requirements;
8. national and regional governments as well as public bodies that manage public debt;
9. Central Banks, international and supranational institutions such as the World Bank, the International Monetary Fund, the European Central Bank, the European Investment Bank and other similar international organisations; or
10. other institutional investors which are not subject to authorisation or supervision requirements and whose main activity is to invest in financial instruments, and entities offering the securitisation of assets and other financing transactions.

Individual and retail investors are generally not categorised as Professional Investors.

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You acknowledge and agree that if you contribute Content to the Website, such Content will become our property and you hereby assign all rights, title and interests in and to such contributions to us. We reserve the right to remove any Content from the Website at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.

Any comments or materials sent to us through the Website including feedback data, questions, comments and suggestions (collectively “Feedback”), will be deemed to be non-confidential. We have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation. Further, we will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback.

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We may provide links on this Website to the websites of third parties. However, you acknowledge and agree that we have no control over and do not monitor these third party websites. We make no representations about and cannot accept any liability for these websites. A link to a third party website does not mean that we endorse the content of that website. Your access to third party websites may be governed by their own terms of use.

You may not create a link to this Website from another website or document without our prior written consent.

Privacy

Antipodes treats personal data with respect and integrity. The Website Privacy Statement applicable to this Website explains how personal data will be treated as you access and interact with this Website and can be accessed at www.antipodespartners.com.

User conduct

You are responsible for all of your activity in connection with accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user.

- In accessing this Website, you must not:
 - disrupt or interfere with the Website, or any services, system resources, accounts, servers or networks connected to or accessible through this Website or linked websites;
- disrupt or interfere with any other user's enjoyment of this Website or linked websites; use any robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the Website, or any of the Content, without our prior written permission;
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website;
- reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website;
- use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity;
- engage in any kind of illegal, criminal or tortious activity through the use of the Website, including infringement of any third party intellectual property rights (including without limitation copyright, trade marks, patent, trade secrets and confidential information), fraud, child pornography, trafficking in obscene material, violation of applicable export restrictions, drug dealing, gambling, harassment, stalking, spamming, hacking, sending of viruses or other harmful files, or illegal posting of computer passwords or computer code;
- attempt to obtain unauthorised access to this Website or parts of this Website that are not opened to public access; or post or transmit to or via this Website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication
- If we issue you with a password that permits you to access certain parts of this Website, you are solely responsible for any use of the Website through such access, whether authorised or not.
- You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Website. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

Indemnity

You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the Website, your breach of these Terms of Use, or your breach of any rights of third parties.

Warranties and disclaimers

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The Content may contain general information about our products and services. Unless expressly stated otherwise, the Content does not:

- constitute an offer or inducement to enter into a legally binding contract;

- form part of the terms and conditions for our products and services;
- purport to provide you with personal financial or investment advice of any kind; or
- take account of your particular financial position or requirements.

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Limitation of liability

Subject to any responsibilities implied by law and which cannot be excluded, we (including, in this limitation of liability clause, our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or this Website (or material accessed via this Website), or to access of the Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on us, or implied into these Terms of Use, under any law are hereby excluded.

If a jurisdiction allows liability to be limited but not excluded, our total liability is limited to the maximum extent possible. For example, under the Trade Practices Act 1974 in Australia, our liability for any breach of a condition or warranty that is implied by law and cannot be excluded is limited to the extent possible to us doing any one or more of the following (at our election):

- resupplying goods or services to you or supplying equivalent goods;
- repairing the goods; or
- paying the cost of having the goods or services resupplied or goods repaired.

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the Trade Practices Act or any other legislation which may not be excluded, restricted or modified by agreement.

Termination and suspension

We reserve the right, without notice and in our sole and absolute discretion, to discontinue, suspend or terminate any service offered by or through this Website as well as this Website at any time. For example, if your server is involved in any attack on any computer system, either with or without your knowledge or complicity, that server may be blocked or its access to the Website may be shut down or restricted while the problem is being investigated or fixed. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.

Severability

If any parts of these Terms of Use are deemed unlawful void or for any reason unenforceable then that provision may be severed from these Terms of Use and it will not effect the validity and enforceability of the remaining provisions. No waiver by us of our rights under these Terms of Use shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

Currency

A reference to “\$” or “dollars” throughout this Website is a reference to Australian currency, unless stated otherwise.

Applicable law

These Terms of Use are governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of New South Wales, Australia.