

Website terms of use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. WHO WE ARE AND HOW TO CONTACT US

This website (**Site**) is operated by ACEN Australia Pty Ltd (ABN 27 616 856 672) of Suite 2, Level 2, 15 Castray Esplanade, Battery Point, TAS 7004 (**we, us and our**).

We are an Australian proprietary company limited by shares and a Corporate Authorised Representative (No. 1292447) of Evolution Trustees Limited (AFSL 486217). We are authorised only to provide financial services to wholesale clients, as defined in the Corporations Act 2001 (Cth).

To contact us, please email admin.support@acenrenewables.com.au

2. BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Site.

3. WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time without notice, and by continuing to use our Site you accept any changed terms as they may apply from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

4. WE MAY MAKE CHANGES TO OUR SITE

We may update and change our Site from time to time at our discretion and we are under no obligation to notify any person of any change, including anyone who has printed or had access to a hard copy of the content on our Site. It is recommended that you review the information provided on or via this Site, including these terms of use, periodically for changes. We will endeavour to ensure that information is updated as soon as practicable when we become aware that material changes have occurred.

We make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date.

5. WE MAY SUSPEND OR WITHDRAW OUR SITE

Our Site is made available free of charge.

We do not guarantee or make any warranty that our Site, or any content on it, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

6. ELIGIBILITY TO USE OUR SITE

Our Site is directed to users who are 15 years of age or older and are residing in and using this Site within Australia. We do not represent that content available on or through our Site is appropriate for use or available in other locations. If you access our Site from outside Australia, you do at your risk and you are responsible for compliance with laws applicable to your accessing the Site from your location.

7. HOW YOU MAY USE MATERIAL ON OUR SITE

We own or, have a licence or agreement to use where it is owned by someone else and, retain all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to all content on our

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Site.

We are the owner or the licensee of all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may only reproduce the content on our Site for personal or non-commercial use, and it must not be reproduced, stored, distributed or transmitted to any other person, in any form or by any means (electronic, mechanical, photocopying, recording or otherwise), or used in any other way without our prior written consent (except to the extent required by law).

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Site.

8. NO OFFER OR ADVICE

The content on our Site does not and should not be relied on as financial product or investment advice or an offer or solicitation to subscribe for, or do anything in respect of, any product or service. The content does not contain anything in it that forms the basis of any contract or commitment.

ACEN Australia Pty Ltd (ABN 27 616 856 672) (or any of its subsidiaries) does not provide tax, regulatory or legal advice and, in addition, ACEN Australia Pty Ltd (ABN 27 616 856 672) is a Corporate Authorised Representative (No. 1292447) of Evolution Trustees Limited (AFSL 486217) and authorised only to provide financial services to wholesale clients, as defined in the Corporations Act 2001 (Cth).

9. SIMULATIONS AND OPINIONS

Any simulations and opinions presented in the content on our Site is of a general nature and for commentary purposes only and result from analysis carried out by us at a particular point in time and is no indication whatsoever of future events. The content does not take into account any investor's personal, financial or tax objectives, situations or needs and is subject to change according to market conditions.

10. FORWARD LOOKING STATEMENTS

Any forward looking statements contained in the content on our Site are not a guarantee of future performance, and actual results, performance or achievements may vary materially. Forward looking statements in the content on our Site are predictions only and may be affected by inaccurate assumptions and/or known and unknown risks and uncertainties and other factors which may be beyond our control.

11. PAST PERFORMANCE

Past performance is not a reliable indicator of future performance.

12. DO NOT RELY ON INFORMATION ON THIS SITE

This Site is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Site.

The content on our Site is provided solely for general information purposes only. It is not intended to amount to advice (financial or otherwise) on which you should rely. It has been prepared without taking into account your objectives, financial situation or needs.

The content on our Site is only intended to provide a general overview of the matters with which it deals. The

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information is not intended to be comprehensive, nor does it purport to constitute advice.

Investors should conduct their own investigation and analysis of an investment with us (or any of our related bodies corporate) and the content on our Site and make their own assessment of the appropriateness of the content on our Site and any proposed investment having regard to their own objectives, financial situation and needs, independently and without reliance on us or our respective directors, employees, agents and affiliates. In addition, investors are strongly urged to consult their own independent legal counsel and financial, accounting, regulatory and tax advisers before making any investment decisions.

Before making any investment decisions, investors should consult the relevant disclosure document in order to acquaint themselves with the precise nature of any risks incurred and in particular the risk of capital loss and, where relevant, the liquidity risk of underlying assets. Any investment decision must be made in accordance with an investor's investment objectives, investment horizon and capacity to deal with the risk arising from a transaction. You should do this before making an investment decision by making this assessment yourself or seeking the assistance of an adviser.

13. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and you access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

14. USER GENERATED CONTENT

The Site and our social media pages may include information and materials uploaded by other users of the Site and our social media pages, including to comment threads. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site and/or social media pages does not represent our views or values.

This Site and our social media pages may contain interactive features (**Interactive Services**) that allow users to post, submit, publish, display or transmit to other users or other persons (**post**) content or materials (collectively, **User Contributions**) on or through the Site or our social media pages.

All User Contributions you post to the Site and/or our social media pages will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, however by providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assignees the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site or our social media pages constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Site and our social media pages if, in our opinion, your post does not comply with the content standards in clause **Error! Reference source not found.** of these terms.

You are solely responsible for backing up your content.

You represent and warrant that:

- you own or control all rights in and to your User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns;
- all of your User Contributions do and will comply with these terms;
- you understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you (and not us) have full responsibility for such content, including its legality, reliability,

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accuracy and appropriateness; and

- we are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Site or our social media pages.

We have the right to remove, refuse to post or take any action with respect to any User Contributions for any or no reason in our sole discretion.

15. CONTENT STANDARDS

The content standards in this clause **Error! Reference source not found.** apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. In particular, you warrant that your User Contributions will not:

- contain any material which is defamatory, obscene, abhorrent, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- contain or promote sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these terms and our Privacy Policy which can be located on this website;
- be likely to deceive any person;
- promote any illegal activity, or advocate, promote or assist any unlawful act;
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including with us;
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising;
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case; and
- whenever you make use of a feature that allows you to upload content to our Site or our social media pages, or to make contact with other users of our Site or social media pages, you must comply with the content standards in this clause **Error! Reference source not found..**

You warrant that any such contribution complies with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. We may report any breach of your warranty to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site and our social media pages will cease immediately.

16. LIMITATION OF LIABILITY

We, our subsidiaries, associated entities, their directors, employees and representatives (**Our Parties**) do not warrant the accuracy, completeness or currency of the content on our Site (including the accuracy of underlying assumptions, or the achievement by us of any particular results) or any website which may be linked to our Site.

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In no event will Our Parties be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, our Site, any websites linked to it, any content on our Site (including in respect of any forward looking statements made in the content on our Site) or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way the liability of Our Parties to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of Our Parties and for fraud or fraudulent misrepresentation. Where liability of Our Parties cannot be excluded, we limit the liability of Our Parties to the fullest extent permitted by law.

You agree to defend, indemnify and hold Our Parties, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the Site, including, but not limited to your use of any information obtained from the Site and any use of the Site's content, services and products other than as expressly authorised in these terms.

17. WE ARE NOT RESPONSIBLE FOR VIRUSES

We do not guarantee that our Site will be secure or free from bugs or viruses or any other type of malicious code or software.

You are responsible for configuring your technology to access our Site. You should use your own antivirus software.

18. RULES ABOUT LINKING TO OUR SITE

Links to our Site are not permitted without our prior written consent.

19. AUSTRALIAN LAW APPLIES TO DISPUTES

These terms of use, their subject matter and their formation, are governed by Australian law. You and we both agree that the courts in Australia will have exclusive jurisdiction.

20. PROHIBITED USES

You may use the Site and our social media pages only for lawful purposes and in accordance with these terms. You agree not to use the Site:

- for the purpose of selling, redistributing, transmitting, circulating, disseminating, translating or reducing to or from any electronic medium or machine readable form any data or information provided to the user through the Site to any other person;
 - in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
 - for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
 - to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
 - to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or
 - to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.
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Additionally, you agree not to:

- use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
- use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- use any manual process to monitor or copy any of the material on the Site or for any other unauthorised purpose without our prior written consent;
- use any automatic or manual process to reverse engineer or decompile any part of the Site;
- use any device, software or routine that interferes with the proper working of the Site;
- introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
- attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
- attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Site.

We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

If we make market information available on the Site (Market Information), you acknowledge that:

- the Market Information is only available for your personal use;
- third parties who provide Market Information may assert proprietary interests in such information;
- the accuracy, timeliness or completeness of any Market Information is not guaranteed by us or any third party; and
- we may, in our absolute discretion, terminate or suspend your access to the Market Information at any time without notice to you.

21. OTHER TERMS AND CONDITIONS

Additional terms and conditions may also apply to specific portions or features of the Site. All such additional terms and conditions are incorporated by this reference into these terms.
