

Terms of use

Last updated November 2022

All information shown on web pages that have an address with the domain Saxbycapital.com constitute Saxby Capital's website (the "Website") and these Terms and Conditions apply to all visitors to the Website. All references to "Saxby Capital", "our", "us", "we" or "company" within these Terms and Conditions and Privacy Policy are deemed to refer to Saxby Capital Pty Ltd ACN 661 570 556

BY ACCESSING THE WEBSITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY WHICH IS INCORPORATED BY REFERENCE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS AND PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THE WEBSITE.

Saxby Capital may, at any time, revise these Terms and Conditions and Privacy Policy by updating this page. By accessing the Website, you agree to be bound by any such revisions and, therefore, you should periodically visit this page of the Website to examine the then-current Terms and Conditions. If you do not agree to be bound by these Terms and Conditions, do not access or use the Website.

You also acknowledge and agree that, unless we specifically provide otherwise, these Terms and Conditions apply only to this Website and our online activities through this Website, and such Terms and Conditions do not apply to any of our other online or offline activities.

Any use of this Website in a manner inconsistent with these Terms and Conditions and Privacy Policy is deemed unauthorised access and may subject the user to civil and criminal penalties. We strongly recommend that you periodically visit this page of this site to review these Terms and Conditions and Privacy Policy.

General information only

The information contained on this Website is intended solely for the purpose of evaluating a potential or existing business relationship with Saxby Capital and for general informational purposes. The information contained on this Website is not intended to constitute legal, business, tax, accounting, investment, financial product, or any other advice and you agree not to construe any of the content, information, or materials (including any data, text, images, video, audio, strategies, policies, business plans, research, or concepts) contained on or available through this Website (collectively, the "Content") provided in connection with this Website as legal, business, tax, accounting, investment, financial, or any other advice. You agree that the Content does not, and shall not be deemed to, constitute an offer to sell, solicitation of an offer to buy, or a recommendation of, any security of any kind to you or any other person by Saxby Capital or any recommendation of any security of any kind to you or any other person by Saxby Capital of any third party. In addition, you acknowledge and agree that all Content is published without consideration of your individual circumstances, financial, or otherwise. Accordingly, you agree that you are solely responsible for any investment decisions or other determinations made, including the evaluation of any investment or other risks, with respect to any of the Content. You agree to consult your own professional advisers as to any legal, business, tax, accounting, investment, financial, or any other advice regarding the Content.

Past performance and forward-looking statements

Past performance is not a guarantee, projection or prediction, and is not necessarily indicative of future results and it should not be assumed that similar results will be achieved. We make no representation that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided. Representative investments included on this Website are not to be considered a complete list of all investments. Saxby Capital does not solicit or make its investment advisory services available to the public.

Any projections, forecasts or any other forward looking statements contained in this Website, including estimates of returns or performance, are forward looking statements and are based upon certain assumptions that may change. These forward-looking statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence. Therefore, actual performance and results may differ materially from that forecasted, predicted or contemplated in such forward-looking

statements. Actual events are difficult to project and often depend upon factors that are beyond the control of Saxby Capital, its related bodies corporate, affiliates and any fund entities managed or advised by Saxby Capital and their respective directors, officers, employees, agents, representatives, licensors, and third party contract counterparties (the "Saxby Parties").

No exclusion of consumer laws

Nothing in these Terms and Conditions excludes, restricts, modifies or otherwise affects any legal rights you may have under any law that applies to you (including the Australian Consumer Law ("ACL") and consumer guarantees relating to goods or services under the ACL) which cannot be excluded, restricted or modified by agreement. Where applicable, Your Consumer Rights include the right for services to be fit for their specified purpose and to be provided with care and skill ("Your Consumer Rights").

If we say something in contradiction to the statutory rights that apply to you, then the statutory rights will prevail over that part of the Terms and Conditions in contradiction to your rights. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State and Territory fair trading authorities that apply in your relevant jurisdiction.

Accuracy of content

This section is subject to Your Consumer Rights, which may override parts of this section.

While Saxby Capital uses reasonable endeavours to keep the information on the Website accurate and up to date, Saxby Capital is not responsible for, nor gives any undertaking, representation or warranty as to, the accuracy, usefulness, availability, suitability, reliability or completeness of any material, information, news or opinions contained in or provided in connection with the Website. Saxby Capital makes no warranty or representation that (a) the Website will be uninterrupted, timely, secure or error-free, (b) the results that may be obtained from the use of the Website will be accurate or reliable, (c) the Website will meet your requirements, or (d) any errors in the Website will be corrected. To the fullest extent permitted by applicable law, the Saxby Parties disclaim liability to any person arising out of any action, or failure to act, by that person, in accessing, downloading, using or relying on any materials from the Website and BHG Capital.

Use of and access to the website

The Website may be subject to interruption, breakdown, viruses, delays, interception, interference and other errors involving communications networks, computer systems, servers, providers, computer equipment and software at any time. We recommend that you obtain and maintain up-to-date virus, security and intrusion prevention and scanning software for each device you use to access the Website.

Subject to Your Consumer Rights, you must not (either yourself or through any third party):

- use any robot, spider, screen scraper, data aggregation tool or other automatic device or process to process, monitor, copy or extract any Content on the Website without our prior written permission;
- use any device, software, process or routine to interfere or attempt to interfere with the proper working of the Website;
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure or bandwidth of the Website;
- reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the Website; or
- upload, email or transmit Content, or engage in conduct, which is illegal, harmful, threatening, abusive, offensive, deceptive, fraudulent or in breach of any person's rights, including transmitting Content which contains viruses, worms, Trojan horses.

We do not encourage you to send confidential information or protected Content to us through the Website. Any such Content will be treated as, non-confidential, non-proprietary and unprotected information unless we otherwise agree.

In addition to all rights and remedies available to Saxby Capital under applicable law, Saxby Capital reserves the right, in its sole discretion, to immediately, without notice, suspend or terminate your ability to access or use this Website including any service offered by or through the Website.

Saxby Capital reserves the right to withdraw or amend this Website, and any Content, in our sole discretion, without notice. Saxby Capital will not be liable if, for any reason, all or any part of this Website is unavailable at any time or for any period.

Exclusion of liability

This section is subject to Your Consumer Rights, which may override parts of this section.

Saxby Capital does not assume any liability or responsibility for this Website or the Content. You acknowledge and agree that your use of this Website is at your own risk and that neither Saxby Capital nor any of the parties involved in creating, producing, or delivering this Website or any Content is liable to you or anyone else for any claim of any nature whatsoever based on (a) this Website or the Content, including any decision made or action taken in reliance on the Content or any feature of this Website, or (b) your breach of any of the provisions of these Terms and Conditions and Privacy Policy.

To the fullest extent permitted by applicable law, under no circumstances will the Saxby Parties be liable for any damages or losses, including any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, lost revenues, lost profits, loss of business, loss of data, or any other losses, liabilities, obligations, damages, claims, demands, actions, costs, and/or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, through your access or use of this Website or any Content, or through your downloading of any Content, including anything caused by any viruses, bugs, human action or inaction, or any computer system, phone line, hardware, software, or program malfunctions, or any other errors, failures, or delays in computer transmissions or network connections, regardless of the theory of liability, whether tort (including negligence of any kind), contract, strict liability, or any other legal or equitable theory. Notwithstanding anything to the contrary herein, our sole and exclusive liability for any reason to you, and your sole and exclusive remedy, is to stop using this Website.

You are responsible for acquiring and maintaining all electronic devices and equipment to allow you to use the Website and to take adequate data security measures in accordance with good industry practice to protect yourself against fraud or other cyber-attacks in respect of your use of the Website

Indemnity

This section is subject to Your Consumer Rights, which may override parts of this section.

You agree that you will be solely responsible for, and that you will indemnify, defend, and hold harmless the Saxby Parties, from and against any and all losses, liabilities, obligations, damages, claims, demands, suits, proceedings, actions, judgments, costs, and/or expenses of any kind (including legal fees, expert fees, and other disbursements), whether or not in connection with third party claims, incurred by or against such persons or entities which may arise, directly or indirectly, from your access to or use of this Website or any Content, your downloading of any Content from this Website, your violation of these Terms and Conditions, and/or your violation of any rights of any third party. Saxby Capital reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which it is entitled to indemnification, but you must still indemnify Saxby Capital for any and all losses, liabilities, obligations, damages, claims, demands, suits, proceedings, actions, judgments, costs, and/or expenses of any kind (including legal fees, expert fees, and other disbursements). You agree to provide Saxby Capital with whatever cooperation it reasonably requests.

Copyright, trade marks and intellectual property rights

Unless expressly stated, all materials, designs, technology, concepts and other intellectual property including all copyright, trade names, trade marks, service marks, trade dress, logos, and other indicia of source, including Saxby Capital's logo and the Saxby Capital's trade mark (collectively, "Materials") found on this Website and Content are proprietary to Saxby Capital or its licensors and are protected by intellectual property rights and unfair competition and other laws. As between you and Saxby Capital, Saxby Capital is the owner of all Materials and Content. You acknowledge and agree that except as permitted under the Copyright Act 1968 (Cth) or another applicable statute, you may not use, reproduce, adapt, display, transmit to another person, incorporate in any way into another document or material, copy or distribute any portion of this Website (including all Materials and Content) in any manner, or for any purpose, other than for your own personal reference such as printing a copy of a page of the Website for personal use provided that you do not remove any copyright notices or any trade marks or logos, without Saxby Capital's prior express written permission, except as provided herein.

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Privacy

Saxby Capital has established a privacy policy, which may be updated from time to time, and is accessible from our Website (the Privacy Policy). The Privacy Policy explains how we may collect and handle your personal information. The Privacy Policy is part of these Terms and Conditions and is hereby incorporated by reference.

Material interests

Saxby Capital and/or any of its members, directors, officers, employees or other affiliated persons may have or have had interests or positions or traded in relevant securities. Furthermore, such entities or persons may have or have had a relationship with or may provide or have provided corporate finance or other services to, or serve or have served as directors of, relevant companies. Companies in which investments are made may compete with one another.

External sites and internet security

This Website may contain links or references to other sites outside of our control ("Third Party Websites"). You acknowledge and agree that Saxby Capital is not, directly or indirectly, making or implying any approval, association, sponsorship, endorsement, or affiliation with such Third Party Websites, unless specifically stated herein. By entering this Website you acknowledge and agree that Saxby Capital has not reviewed all such Third Party Websites and is not responsible for any content, information, or materials (including any data, text, images, video, audio, strategies, policies, business plans, research, or concepts) contained on or provided through such Third Party Websites, or the appropriateness, functionality, decency, legality, accuracy, or any other aspect of such Third Party Websites. Your linking to any Third Party Website is at your own risk. Saxby Capital does not make, and hereby disclaims, all representations or warranties of any kind with respect to any Third Party Websites or any such content, information, or materials. If you have any questions regarding a Third Party Website, please direct them to the administrator of the relevant site. Saxby Capital reserves the right to terminate or remove any link at any time.

Permitted users of the website

This Website is not directed at any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of this Website and/or the Content is prohibited because (a) the distribution of such information is contrary to the laws of that jurisdiction or (b) distribution is prohibited without obtaining the necessary licenses or authorisation by the relevant branch, subsidiary or affiliates of Saxby Capital and such licenses or authorizations have not been obtained. Persons in respect of whom such prohibitions apply must not access the relevant pages on this Website. However, the laws and regulations of the country from which you access this site may include additional restrictions on the diffusion of information contained in the Website. It is your

responsibility to ensure that your use of this Website complies with any restrictions or any applicable local laws regarding use of the information on this Website.

Please note that not all products and services displayed on the Website are available to all residents in all jurisdictions.

Governing law

These Terms and Conditions and any dispute in relation to them are governed by and are to be construed in accordance with the laws of the State of Victoria, Australia. You agree that in respect of any disputes arising under or in connection with these Terms and Conditions or this Website, we may bring proceedings in the courts in any location, including the courts of that State or whichever forum we feel is appropriate and you consent to non-exclusive jurisdiction of the court that we bring proceedings in.

Invalidity and enforceability

If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not. Subject to a finding of invalidity, the validity, lawfulness or enforceability of the remainder of these Terms and Conditions in that jurisdiction or the validity, lawfulness or enforceability of these Terms and Conditions in any other jurisdiction is not affected.

Certain web pages on the Website may contain additional terms, conditions, disclosures or disclaimers. In the event of a conflict between these Terms and Conditions and any other additional terms, the additional terms will govern those web pages or areas.

Contact Information.

If you have any questions regarding these Terms and Conditions or the Privacy Policy, please contact Saxby Capital by sending an email to Bradley@Saxbycapital.com