



Disclaimer

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Warranty Disclaimer

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Statutory Warranties

Where legislation (including the Trade Practices Act 1974 in Australia) implies warranties or conditions or imposes obligations which cannot be excluded, restricted or modified except to a limited extent these Terms and Conditions must be read subject to any such statutory provisions.

If such statutory provisions apply, to the extent to which FINANCIAL SYSTEMS are entitled to do so, the liability of each will be limited at their option to:

in the case of supply of goods, the replacement of the goods or supply of equivalent goods, the payment of the cost of replacing the goods or acquiring equivalent goods, the payment of the cost of having the goods repaired or the repair of the goods; and

in the case of services, the supply of the services again, or the payment of the cost of having the services performed again.

Limitation of Liability

To the full extent permitted by law in no event shall FINANCIAL SYSTEMS be liable to you for any indirect, special, incidental or consequential damages including without limitation damage to your computer to 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 its Products or Services, or in any other way connects with this website, or the Products or Services displayed on this website including without limitation from the downloading of any software from this website.

Indemnification

You agree to defend and indemnify FINANCIAL SYSTEMS and its officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by you or on your behalf or by third parties as a result of your breach of these terms and conditions or your negligence.

Variations

FINANCIAL SYSTEMS reserves the right to change any information related on this website at any time, without notice at its sole discretion by posting an updated version of these Terms and Conditions on this site. You are responsible for regularly reviewing these Terms and

Conditions and if you use this website after any such changes are published, such use shall constitute your agreement to such changes.

Governing Law

These terms and conditions are governed by the laws of New South Wales and both parties submit to the exclusive jurisdiction of the courts of that State.

How to Contact Us

If you have any questions regarding these Terms and Conditions, please feel free to contact us by e-mail at info@hubb.com.

Purchase Terms and Conditions

When do these terms and conditions apply?

These terms and conditions (**Terms**) are a legally binding agreement between you or the organisation you represent (**you, your**) and Financial Systems Pty Limited (ACN 105 216 340), the holder of an Australian Financial Services Licence (No: 241060) (**us, we, our**). They apply whenever you purchase a Product from us using our Online Facility or from our telephone sales staff and also govern your use of that Product.

You should read these Terms and Conditions in conjunction with our, Refund Policy and Procedures and Privacy Statement and any additional terms and conditions which apply to your purchase and use of a particular Product (as notified by us or agreed by you at the time you purchase the Product) which form part of this agreement by reference (**Additional Terms**).

Special Meanings

When used in these Terms and the Additional Terms:

Events means all seminars, workshops, computer labs, coaching or courses (online or live) or related events.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of patents, copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Online Facility means our website purchase facility.

Online Product means a Product that is made available over an internet portal or link.

Product means a product which we have advertised for sale on this website, via our marketing, or through our sales channels. It includes (but is not limited to) all Events,

publication subscriptions, Software, data services and associate manuals and other materials or services incorporated in or supplied with a product.

Software means any of the computer programs owned by FINANCIAL SYSTEMS: HUBB Investor, Stock Investor, ABC Trader, ProfitSource, OptionGear, ValueGain & Integrated Investor including the associated printed material, readme file, the online help and information and any other associated information and documentation and any upgrades of, or supplements to, those programs provided by us from time to time

Disclaimer

We have not taken into account your investment objectives, financial situation or particular needs. Before making any investment decision on the basis of any information contained in any of our Products you need to consider, with or without the assistance of a licensed adviser, whether the information is appropriate in light of your particular investment needs, objectives and financial circumstances.

Ordering Products

Receipt of your order (or our confirmation of your order) does not require us to supply the Product to you until we receive payment for the Product as described below in these Terms. You are responsible for correctly entering all requested order information.

Online Payment

Your order for Products must be accompanied by payment of the specified purchase price and delivery costs (using one of the prescribed payment methods) by available credit or otherwise in immediately available funds.

Other Payments and Payment Plans.

When you purchase a Product from our telephone sales staff you will receive an invoice setting out the payment details in the case of a single payment or showing a payment schedule in the case of a number of payments (“Payment Plan”). Once you have received an invoice, you have authorised us to debit your credit card the amounts set out in the invoice or Payment Plan (“debit”) in accordance with these Terms and Conditions.

Debits will be deducted at monthly intervals commencing the date of the invoice, or the 1st business day following that date. It is your responsibility to ensure that there are sufficient funds available in your account to allow a debit to be made or you must arrange for payment to be made by another method. If there are insufficient funds available to meet a debit you may incur fees or charges imposed or incurred by us. All late payments will incur interest at the rate of 12% calculated daily and you will be responsible for any third party collection agency costs. If you are uncertain as to when a debit will be processed, you should contact FINANCIAL SYSTEMS Customer Service (+2 8213 6000) to confirm this schedule.

We reserve the right to suspend or cancel delivery of any undelivered Product or Service including data services whilst any payments remain outstanding and you agree to forfeit any / all claims to payments already made.

Delivery

Where you have purchased a product which does not require physical delivery, we will usually be able to arrange access to that Product for you within 1 working day of the purchase date or on the date of the Event. Where the purchased Products require physical delivery, orders are dispatched within 2 business days and delivery times are estimated at between 3-7 business days depending on your location within Australia. While we will make every reasonable effort, we do not guarantee that Products will be delivered or made available to you within a particular timeframe. Extra freight and administrative costs may apply if we have to redirect a Product to another destination to that originally nominated by you. Financial Systems Pty Ltd ships goods Australia wide and internationally. We charge a flat rate for delivery by Australia Post which will be provided at the time of checkout. Where delivery is requested by courier the flat rate will be provided at the time of checkout.

Customer Service Policy

If for any reason we are unable to dispatch your order we will notify you within 2 business days.

Security Policy

When purchasing from Financial Systems Pty Ltd your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard. If you have any questions regarding our security policy, please contact customer service info@hubb.com.

Refunds

Our policies in relation to refunds and the process for obtaining a refund are set out in Refunds Policy and Procedures.

Event Content and Scheduling

We reserve the sole right to determine all Event content and scheduling and to cancel or reschedule or to change time or location of an Event. If an Event for which you have been enrolled is canceled or rescheduled we will make every reasonable effort to accommodate your request for re-enrolment in another scheduled Event of similar or equivalent nature, but reserve the right to refund at our sole discretion.

If you are registered in an Event we undertake to give reasonable notice to you of any cancellation or rescheduling, provided however, under no circumstances will we be liable for any travel expenses incurred by you as a result of any cancellation or rescheduling.

Minors and Special Needs

We will make every reasonable effort to accommodate minors and people with special needs who wish to attend our Events. Please contact us if you have any special requirements before your scheduled Events to enable us to cater for those needs. In any Event we reserve the right

to refuse access to anyone that we, in our sole discretion, determine we cannot adequately cater for and still meet the needs of our other students.

Terms of use

By purchasing a Product from us, you do not acquire ownership of, or title to, that Product. The Intellectual Property Rights in a Product remain ours at all times. However, your payment of the purchase price grants you a personal non-exclusive, non-transferrable licence to use the Product (in the case of Software, on a single computer solely for your own personal use).

Without limiting any of the above, you must not (and must not attempt to) sub-licence, copy (other than for personal use or back-up), assign, transfer, redistribute, sell, broadcast, alter, modify, decompile, reverse engineer, access source code or disassemble the Product or the information it contains or cause or permit any person to do any of these things.

If you fail to comply with the above Terms and use or disclose the confidential information in the Products we may (at our sole and absolute discretion and without refund):

- **suspend and/or revoke your right to access the Product;**
- **refuse further supply to you of any Product;**
- **repossess all copies of a Product (including any derivative works based on a Product); and**
- **exercise any other rights, powers and remedies available to us under these Terms or at law.**

Except as advertised by us in relation to a Product or specified in Additional Terms, your right to use a Product does not include a right to receive updates or revisions of that Product. We may, however, at our discretion, decide to offer these to you from time to time (which may be available at additional cost and require you to agree to additional terms).

Data Service Renewals

Some FINANCIAL SYSTEMS Products require a data service proprietary to FINANCIAL SYSTEMS to operate. Those Products are first sold with an initial data service subscription. At the expiry of that initial subscription period a renewal fee will become due and payable by you if you wish to continue to use the Product. When payment is not received by the due date, access to that Product will be denied. Data service renewal fees are not refundable.

Technical and Trading Support

Technical and Trading support is provided with a Product without additional charge and is delivered by any combination of email, live chat and online forums. Telephone support is available as a paid Premium Support Service (unless included in a promotion, or specified otherwise).

Online Events Minimum Requirements

To participate in an online Event you will require:

- Intel® Pentium® II 450MHz or faster processor or equivalent (1GHz recommended when screen sharing)
- 128MB RAM minimum PC requirement
- Access to the Internet (preferably Broadband)
- Installation of appropriate Flash Players

No warranties.

All Products are sold to on an “as is” basis. To the extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations, whether express or implied, statutory or otherwise, in connection with a Product or its use (including, without limitation, our performance of these Terms and any warranty of merchantability or fitness for a particular purpose) are excluded.

Except as expressly stated on our website or in the Additional Terms or written instructions accompanying a Product, we do not represent that a Product will work on or be compatible with your operating systems, programs or applications. In particular no warranty is given in respect of the timeliness accuracy, completeness, currency or reliability of any of any Product we sell nor do we warrant that a Product will be free of computer viruses or will not adversely affect your computer system or cause other technical problems. We also do not warrant that your access to a Product will be continuous or fault-free.

Our liability to you

To the extent permitted by law, we are not responsible for any liability loss or damage (whether direct, indirect, special or consequential) whatsoever and however (“Loss”) arising from or in connection with your use of a Product, whether that liability, loss or damage was caused by delay, error or omission, negligence, negligent misstatement or otherwise. We will accept liability for breach of these Terms and Conditions in accordance with the principles applied by the courts. However, we will not accept liability for any Loss where that Loss is caused by events outside our reasonable control (such as a malfunction in equipment or software error, Internet access difficulties or delay or failure of transmission).

If a warranty or condition implied by law cannot be excluded, our liability in relation to such a warranty or condition is limited, at our option, to either re-supply the Product or the purchase price for the Product.

Any claim by you against us under these Terms (other than under our Refunds Policy and Procedures) must be made within six months from the date of the act or omission giving rise to the claim.

Your liability to Us

To the maximum extent permitted by law you agree to defend and indemnify FINANCIAL SYSTEMS and its officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by you or on your behalf or by third parties as a result of or in connection with your access or use of, or actions in reliance on our Products, your breach of these terms and conditions or your negligence.

Amendment

We may amend these Terms and Conditions from time to time. If we do amend them:

- **If you are using a Product other than an Online Product, you will not be bound by the amendment in your current use of that Product but will be asked to read and accept the amended Terms before you next acquire or re-subscribe to a Product; and**
- **If you are using an Online Product, you will be asked to read and accept the amended Terms before you next access the Product**

General

The disclaimers, limitations on liability and indemnities in these Terms continue despite termination of your licence to use Products or discontinuation or suspension of access to Products.

These Terms, together with any Additional Terms constitute the entire agreement between you and us regarding the supply and use of Products.

You may not assign, transfer or otherwise deal with your rights, obligations or liabilities under these Terms. We may assign, transfer or otherwise deal with our rights, obligations or liabilities under these Terms at any time and without notice to you.

The contract constituted by these Terms is governed by the laws in force in New South Wales from time to time, irrespective of your location. You irrevocably and unconditionally submit to the laws of New South Wales for all disputes and proceedings relating to these Terms.