



Terms of Use Policy

Effective date: 12 April 2019

What are terms of use?

Terms of Use (“Terms”) are a set of legal terms defined by the owner of a website. They set forth the terms and conditions governing the activities of the website visitors on the said website and the relationship between the site visitors and the website owner.

The Terms are an agreement between the website owner and the users of the website; they detail the policies and procedures conducted by the website; and in many ways, provide the website owner the ability to protect themselves from potential legal exposure. In addition, in order to do certain things, there are legal obligations to notify the website users of such activities, and in many cases the Terms are the place to do so.

1. Website Owner; the Offering; Binding of Terms.

The website www.bluebirdportfolios.com.au is owned and operated by Bluebird Portfolio Services Pty Ltd. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors access to the **Bluebird Research Portal**. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

2. Who can use the website and what the requirements are to create a member account.

In order to use our website and/or receive our services, you need to be a licensed financial adviser in Australia, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any applicable law or regulation applicable to you.

3. Key Commercial Terms Offered to Customers

Bluebird portfolio services are available to financial advisers who are clients of Bluebird Portfolio Services Pty Ltd. A client pays for these services either via consulting subscription, managed account portfolio management fees or brokerage rebates. Payment is either monthly or quarterly in arrears and are due within two weeks of the end of the period. GST is applicable.

4. Cancellation Policy

Clients can cancel their subscriptions by giving 90 days’ notice, in writing, to Bluebird Portfolio Services Pty Ltd.

5. Ownership of Intellectual Property and “Do not distribute” content

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Bluebird Portfolio Services Pty Ltd.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of the research and content on the website.

6. Right to Suspend or Cancel a User Account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations.

7. Indemnification

You agree to indemnify and hold Bluebird Portfolio Services Pty Ltd harmless from any demands, loss, liability, claims or expenses (including lawyer’ fees), made against them by any third party due to or arising out of or in connection with your use of the website or any of the services offered on the website.



8. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Bluebird Portfolio Services Pty Ltd, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Bluebird Portfolio Services Pty Ltd assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

9. Right to change and modify Terms

We reserve the right to modify these terms from time-to-time at our sole discretion. Therefore, you should review this policy periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

10. Preference of Law and Dispute Resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Victoria, Australia, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Victoria.

If you are not satisfied with our service please contact the Complaints Manager at Bluebird Portfolio Services at bill.keenan@bluebirdportfolios.com.au. We will seek to resolve your complaint promptly and fairly.

If your complaint is not resolved to your satisfaction you have the right to contact the Australian Financial Complaints Authority (AFCA). AFCA is an external dispute resolution scheme authorised to deal with complaints in relation to the financial services industry. AFCA's contact details are available at www.afca.org.au.

11. Customer support and contact details

Clients can contact Bluebird Portfolio Services Pty Ltd at bill.keenan@bluebirdportfolios.com.au or on 0403534426.

12. Privacy Policy

For information how we collect and handle your personal information, please see Bluebird's **Privacy Policy** on www.bluebirdportfolios.com.au

13. Further information

Further information on Bluebird Portfolio Services can be found in Bluebird's **Financial Services Guide (FSG)** on www.bluebirdportfolios.com.au