

## Terms of Use

To use the Australian Coin Report (ACR) site you must agree to the following Terms of Use (which include guidelines with respect to appropriate conduct when interacting live on the site) which may be updated from time to time without notice to you.

You will be deemed to have accepted these terms and conditions when you first log on to the site. If you are a representative of an AFSL Holder or an authorised representative of an AFSL Holder you are not eligible to access the ACR site.

ACR is owned and operated by Atlantic Pacific Securities Pty Limited trading as ASR Wealth Advisers (ABN: 72 135 187 085. CAR: 339 207) of Amalgamated Australian Investment Solutions Pty Limited (ABN: 61 123 680 106. AFSL 314 614).

Where relevant ACR will comply with ASIC Regulatory Guideline 162 for Internet Discussion Sites. Please visit [www.asic.gov.au](http://www.asic.gov.au) for further information on this guideline.

ACR is not intended for people outside of Australia and New Zealand.

### 1. Disclosure and Warnings:

- a) Many digital currencies are not financial products, and Australian digital currency exchanges are not typically subject to capital regulation.
- b) Trading digital currencies is risky, so only use capital that you can afford to lose.
- c) Trading in digital currencies may not be a suitable investment for you so please assess the risks prior to making any investment decision in this regard.
- d) Any services we provide in connection with cryptocurrencies or their exchanges are not subject to the Australian Financial Services Licence regime.
- e) Whilst the information in this website is believed to be reliable we make no representations as to its accuracy or completeness.
- f) The financial products (if any) and other assets or commodities discussed within this report may not be suitable for all investors.
- g) Our publications, ratings and products should be viewed as an additional investment resource, not as your sole source of information.
- h) Publishing information about a specific digital currency or derivative via this website is not an offer, inducement or invitation to purchase same;
- i) Any information posted on the website has been prepared without taking into account your objectives, financial situation or needs and as such, prior to acting on the information, consider the appropriateness of the information in relation to your objectives, financial situation and / or individual needs.
- j) Any information posted on this site should not be considered or interpreted as financial product advice.
- k) Any forecasts or projection information contained within this website should not be considered as advice or a recommendation to investors or potential investors. The forecast information relates to the intent, belief and current expectations of Analysts with respect to the performance of the relevant digital currency or derivative based on historical and projected performance data. Please do not place undue reliance on these forward looking statements. While all due care has been used in the preparation of the forecast information, actual results may vary in a materially positive or negative manner. Forecasts and hypothetical examples are subject to uncertainty and contingencies outside of ACR's control.
- l) Any reference to the past performance of a digital currency or derivative is not a reliable indicator of future performance.
- m) No one is permitted to make comments or postings on the ACR website if they are a representative of an AFSL Holder or as an Authorised representative of an AFSL Holder.
- n) Any comments posted on ACR must be interpreted as general information only and not interpreted as professional financial advice.
- o) Should you post a comment on the ACR site you are individually responsible for the tone, accuracy and authenticity of the post.
- p) Given digital currencies are not subject to the AFSL regime you will have no access to ASIC-approved dispute resolution schemes to recover any losses you may suffer by relying on any posting made on the ACR site.
- q) ACR accepts no responsibility or liability for any comments made by clients on the ACR site.
- r) If you believe someone has posted inappropriate, inaccurate or misleading deceptive comments on the ACR site please contact ACR immediately or ASIC on 1300 300 630.

## 2. You must agree:

- a) To not include any misleading or deceptive information in any comments you post on the ACR site nor carry out illegal or unauthorised activity. ACR may be legally obligated to provide full details of all postings, to ASIC (or another regulatory / legal body) and people who act on information you post may take action against you.
- b) Not to include hyper-links to other sites in your posts as you may be seen as endorsing the material on such sites.
- c) If you own or have some other interest in a specific digital currency or derivative, or you have any connection with a digital currency issuer that you might benefit from, you must disclose that fact. For example, if you have an interest in a specific digital currency product and you post comments that may induce others to buy that specific currency which has the effect of increasing the market price for that currency to your personal benefit, then you need to disclose your interest.
- d) If ACR forms a reasonable suspicion that you may be misusing the ACR site or you are making illegal or inappropriate comments within your posts, we will exercise our right to cancel your access to the ACR site with immediate effect.

## 3. Description Of Service

- a) ACR provides users with access to a range of resources, including, forums, specialised content, videos, live discussion forum and information about new developments within the digital currency community (the "Service").
- b) The Service may include advertisements and that these advertisements are necessary for ACR to provide the Service. You consent to receiving emails from ACR containing advertisements and promotions for products and services offered by entities related to ACR or other third party providers.
- c) You also understand and agree that ACR may send you direct communications such as service announcements, administrative messages, email advertising, newsletters and links to video material.

## 4. Privacy Policy

Any personal information we collect about you is subject to our Privacy Policy and you acknowledge and consent to ACR using and disclosing your personal information in accordance with the Privacy Policy. For more information, see our full privacy policy which is posted on [www.australiancoinreport.com.au](http://www.australiancoinreport.com.au).

## 5. Personal Password & Security

If you are a new user you will receive a password and log in details once you submit your registration request. You are solely responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password and account.

You will be deemed to have agreed to

- a) immediately notify ACR of any unauthorized use of your password, account or any other breach; and
- b) ensure that you exit from your account at the end of each session.

ACR cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## 6. Member Conduct

- a) You understand that all information, data, text, photographs, graphics, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated.
- b) This means that you, and not ACR, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. ACR does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.
- c) You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will ACR be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as



a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

**You agree to NOT use the Service to:**

- a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, a ACR forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, ASIC, any rules of any national or other securities exchange, including, without limitation, the Australian Stock Exchange, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l) harass another member; or
- m) collect or store personal data about other users.

You acknowledge that ACR may not pre-screen Content, but that ACR and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, ACR and its designees shall have the right to remove any Content that violates the terms of use or is otherwise objectionable.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge, consent and agree that ACR may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- a) comply with legal process;
- b) enforce the terms of use;
- c) respond to claims that any Content violates the rights of third-parties;
- d) respond to your requests for customer service; or
- e) protect the rights, property, or personal safety of ACR, its users and the public.

Any unauthorised reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## **7. Content Submitted**



ACR does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant ACR the following world-wide, royalty free and non-exclusive license(s), as applicable:

- a) With respect to Content the irrevocable and full license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

## **8. Copyright Infringement**

- a) ACR makes no representations or warranties with respect to the ownership of, or copyright in, content on this website uploaded, linked or otherwise disseminated by users of our service and in no way represent others who claim to be authors, creators or owners of copyright or other rights thereto.
- b) You shall obtain all permission(s) when required and are solely responsible for determining the existence of such rights, satisfying any copyright or other use restrictions, intangible rights, or related interests for obtaining any and all permissions and releases, for guarding against the infringement of those rights that may be held elsewhere, and for paying any associated fees necessary for the reproduction or use of the materials and for rights to any proprietary material depicted, and you expressly assume all responsibility for observing applicable laws of copyright, literary right, trespass, conversion, property right, privacy, publicity and defamation.

## **9. Indemnity**

You agree to indemnify and hold ACR, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including but not limited to any claim by a third party for defamation, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the terms of use, or your violation of any rights of another.

## **10. Restrictions on Using and Disseminating Content**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your ACR account), use of the Service, or access to the Service.

## **11. Storage of Posted Material**

- a) You agree that ACR has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service.
- b) You acknowledge that ACR reserves the right to log off accounts that are inactive for an extended period of time.
- c) You further acknowledge that ACR reserves the right to modify these general practices and limits from time to time.

## **12. Modifications To Service**

ACR reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ACR shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **13. Termination**

You agree that ACR may, under certain circumstances and without prior notice, immediately terminate your ACR account and access to the Service.

Cause for such termination shall include, but not be limited to:

- a) breaches or violations of the TOU or other incorporated agreements or guidelines,



- b) requests by law enforcement or other government agencies,
- c) a request by you (self-initiated account deletions),
- d) discontinuance or material modification to the Service (or any part thereof),
- e) unexpected technical or security issues or problems, and
- f) extended periods of inactivity.

#### 14. Links

- a) The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. ACR has no control over such sites and resources, and therefore you must acknowledge and agree that ACR is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.
- b) You further acknowledge and agree that ACR shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

#### 15. Disclaimer Of Warranties

You expressly understand and agree that:

- a) Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis. ACR expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b) ACR accepts no obligation to correct or update information or opinions on this website or within any posts or live forums. The information on this website may be based on assumptions or market conditions and may change without notice.
- c) ACR accepts no liability for any comments made during the broadcast of a live forum discussion and any comments or opinions expressed in this forum may not necessarily reflect or be consistent with the view of ACR and its related entities.
- d) ACR makes no warranty that
  - i. the service will meet your requirements,
  - ii. the service will be uninterrupted, timely, secure, or error-free,
  - iii. the results that may be obtained from the use of the service will be accurate or reliable,
  - iv. the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and
  - v. any errors in the software will be corrected.
- e) Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- f) No advice or information, whether oral or written, obtained by you from ACR or through or from the service shall create any warranty not expressly stated in the terms of use.

#### 16. Limitation Of Liability

You expressly understand and agree that ACR shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ACR has been advised of the possibility of such damages), resulting from:

- a) the use or the inability to use the service;
- b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- c) unauthorized access to or alteration of your transmissions or data;
- d) statements or conduct of any third party on the service; or
- e) any other matter relating to the service.



## 17. Violations

In the event you become aware or suspicious that someone may have violated any of the terms of use outlined herein, please immediately contact ACR via email at [admin@asrw.com.au](mailto:admin@asrw.com.au) or call 02 8356 9356.