



# Website terms and conditions

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## 1. Introduction

Welcome to the website of **Fresh Capital Solutions Pty Ltd** (ACN 695 004 963) ("Fresh Capital Solutions", "FCS", "we", "us", "our"). These Terms and Conditions ("Terms") govern your access to and use of our website at <https://freshcs.com.au/> (the "Website").

This website provides insights into the business activities, capabilities, and commercial debt advisory services of Fresh Capital Solutions. All information is provided for general informational purposes only.

By accessing or using our Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use our Website.

We may update these Terms from time to time. The latest version will be posted on this page, and your continued use of the Website constitutes acceptance of any changes.

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## 2. About Us

**Fresh Capital Solutions Pty Ltd** is a proprietary company limited by shares, registered in Australia. **ACN:** 695 004 963 | **Email:** [legal@freshcs.com.au](mailto:legal@freshcs.com.au)

We provide **commercial debt advisory services** as described on our Website. We do not hold an Australian Financial Services Licence (AFSL), and our services are non-regulated commercial advisory only.

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## 3. Acceptance of Terms

By using our Website, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with our:

- **Privacy Policy** (which explains how we handle your personal information)
- Any other notices or disclaimers displayed on our Website

These Terms apply to all visitors, users, and others who access or use the Website.

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## 4. Changes to Terms

We reserve the right to modify these Terms at any time without prior notice. Any changes will be effective immediately upon posting on the Website. Your continued use of the Website after changes are posted constitutes your acceptance of the revised Terms.

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## 5. Access to the Website

We grant you a non-exclusive, revocable, non-transferable licence to access and use the Website for your personal or internal business purposes, in accordance with these Terms.

We reserve the right to:

- Withdraw or amend the Website (or any part of it) without notice
- Restrict access to all or part of the Website
- Suspend or terminate your access at any time for any reason (including breach of these Terms)

We will not be liable if for any reason the Website is unavailable at any time or for any period.

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## 6. Intellectual Property Rights

Unless otherwise expressly indicated, copyright subsisting in all material on this Website is owned by or licensed to Fresh Capital Solutions. Except as permitted under the *Copyright Act 1968* (Cth) or other applicable laws, no part of any material may be reproduced, adapted, stored in a retrieval system, or transmitted in any form or by any means without our prior written permission.

### 6.1 Ownership

All content on this Website, including but not limited to:

- Text, articles, and publications
- Graphics, logos, icons, and images
- Videos and audio materials
- Software and code
- Design, layout, and structure
- Documents, reports, and downloadable materials
- The name "Fresh Capital Solutions" and any associated logos or branding

is owned by or licensed to **Fresh Capital Solutions Pty Ltd** and is protected by Australian and international intellectual property laws, including copyright, trade mark, and design laws.

### 6.2 Our Logo and Branding

The **Fresh Capital Solutions** name, logo, and all related names, logos, product and service names, designs, and slogans are our registered or unregistered trademarks. You must not use such marks without our prior written permission.

### 6.3 Permitted Use

You may:

- View, download, and print pages from the Website for your personal or internal business use
- Share links to our Website on social media, provided you do not misrepresent our brand or imply any endorsement

## 6.4 Prohibited Use

You must **not**:

- Republish, copy, distribute, or reproduce any content from our Website without our prior written consent
- Use any content for commercial purposes without a licence from us
- Modify, adapt, or create derivative works based on our Website content
- Remove, obscure, or alter any copyright, trade mark, or other proprietary notices
- Use our logo or branding in any way that could cause confusion or misrepresentation
- Frame or embed our Website on any other site without permission

## 6.5 Infringement

Unauthorised use of our intellectual property may constitute a breach of copyright, trade mark law, or other laws, and may result in legal action.

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## 7. Permitted Use of Website

You agree to use the Website only for lawful purposes and in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, this Website by any third party.

**Prohibited conduct includes:**

- Using the Website in any way that breaches any applicable law or regulation
- Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with any person or entity
- Attempting to gain unauthorised access to any part of the Website, servers, or networks
- Introducing viruses, trojans, worms, logic bombs, or other malicious material
- Engaging in any automated use of the Website (including scripts, bots, scrapers)
- Interfering with the proper working of the Website

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## 8. No Reliance on Information

The content on our Website is provided for **general informational purposes only**. It is not intended to amount to advice on which you should rely.

**Important disclaimers:**

- **No financial product advice** – We do not hold an Australian Financial Services Licence (AFSL). Nothing on this Website constitutes financial product advice within the meaning of the *Corporations Act 2001* (Cth).

# Website terms and conditions

- **No professional advice** – Information on this Website does not constitute legal, tax, accounting, or financial advice. You must obtain independent professional advice tailored to your specific circumstances.
- **No offer or solicitation** – Nothing on this Website constitutes an offer or solicitation to provide any financial service or product.

We make reasonable efforts to ensure information is accurate and up to date, but we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up to date.

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## 9. Third-Party Links

Our Website may contain links to third-party websites or resources. These links are provided for your convenience only.

We have no control over the content of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Inclusion of any link does not imply endorsement by us.

Your use of third-party websites is subject to their own terms and conditions and privacy policies.

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## 10. Limitation of Liability

To the fullest extent permitted by law:

### 10.1 No Liability

Fresh Capital Solutions, its directors, employees, contractors, and agents exclude all liability for any loss or damage (including direct, indirect, consequential, or punitive loss, or loss of profit, data, or opportunity) arising out of or in connection with:

- Your use of, or inability to use, the Website
- Any reliance on information contained on the Website
- Any viruses or other harmful components affecting your systems
- Any unauthorised access to or alteration of your transmissions or data
- Any other matter relating to the Website

### 10.2 Consumer Guarantees

Where legislation (including the *Australian Consumer Law*) implies any condition or warranty, and our liability for breach of that condition or warranty may not be lawfully excluded, then our liability is limited, at our option, to:

- The supply of the relevant goods or services again; or
- The payment of the cost of having them supplied again.

### 10.3 Total Liability

Our total aggregate liability to you for all claims arising out of or in connection with these Terms or your use of the Website is limited to AU\$100.

## 11. Indemnity

You agree to indemnify and hold harmless Fresh Capital Solutions, its directors, employees, contractors, and agents from and against all claims, demands, proceedings, losses, damages, costs, and expenses (including legal costs on a solicitor-client basis) arising out of or in connection with:

- Your breach of these Terms
  - Your use of the Website
  - Any breach of intellectual property rights by you
  - Any negligent or unlawful conduct by you
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## 12. Privacy and Personal Information

Your use of the Website is also governed by our **Privacy Policy**, which explains how we collect, use, and protect your personal information.

By using the Website, you consent to us collecting and using your information as set out in the Privacy Policy.

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## 13. Security and Viruses

We take reasonable steps to protect the Website from viruses and malware, but we do not guarantee that the Website is secure or free from bugs or viruses.

You are responsible for:

- Configuring your information technology, computer programs, and platform to access the Website
- Using your own virus protection software

You must not:

- Knowingly introduce viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful
- Attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website

We will report any such breach to relevant law enforcement authorities and will co-operate with them by disclosing your identity to them.

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## 14. Governing Law and Jurisdiction

These Terms are governed by the laws of **New South Wales, Australia**. You irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts of appeal therefrom.

If you access the Website from outside Australia, you are responsible for compliance with local laws.

## 15. Termination

We may, in our sole discretion, terminate or suspend your access to all or part of the Website for any reason, including breach of these Terms, without notice or liability.

Upon termination, all rights granted to you under these Terms cease immediately, and you must cease all use of the Website and destroy any downloaded or printed materials.

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## 16. Severability

If any provision of these Terms is held to be unlawful, void, or unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

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## 17. Waiver

No failure or delay by us in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

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## 18. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Fresh Capital Solutions relating to your use of the Website, and supersede all prior agreements, arrangements, and understandings.

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## 19. Contact Us

If you have any questions about these Terms, or if you wish to seek permission to use any of our intellectual property, please contact us:

### Privacy Officer

Fresh Capital Solutions Pty Ltd

Email: [legal@freshcs.com.au](mailto:legal@freshcs.com.au)

Phone: +61 481 387 861

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## 20. Acknowledgment

BY USING OUR WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.