

ALERT TRADER | TERMS AND CONDITIONS

General

This page outlines the Terms and Conditions of access to, and use of, Alert Trader Pty Ltd (ABN 89 104 221 132, AFSL 310891) ("Alert Trader") Website ("the Website"). The Website is owned and operated by Alert Trader subject to agreements with third parties.

The Website is available for you to access and use conditional on your acceptance without alteration of, and your compliance with, the Terms and Conditions on this page ("the Terms and Conditions").

Your access to, or use of, the Website constitutes your agreement to be bound by the Terms and Conditions. If you do not accept the Terms and Conditions, you must stop using the Website immediately.

Ownership of Intellectual Property

All intellectual property rights (including but not limited to copyright in the Website and trade marks displayed on or included in the Website) are owned or licensed by Alert Trader. Information by a third party may be the subject of a grant of licence or assignment of copyright from the third party to Alert Trader, or may be copyright owned by the third party. No licence or right of use of any trade mark displayed on or included in the Website is to be interpreted as being granted. The Website includes trade marks of Alert Trader or its licensor, and some of these trade marks may be the subject of applications for registration by Alert Trader.

Prohibitions on Use

Except for the limited use set out under the next heading "Permitted Use", you must not use the Website, or the information provided on it, for any purpose.

You are specifically prohibited from:

- Reproducing, printing, publishing, displaying or distributing the information provided on the Website, or creating any works from any of that information;
- Uploading or reposting the information provided on the Website to any other website;
- "Framing" the information provided on the Website with other information provided on any other website;
- On selling the information provided on the Website without the express prior written consent of Alert Trader; and
- Copying or modifying the layout of the Website, or any computer software and code contained in the Website.

Permitted Use

Notwithstanding the prohibitions set out under the previous heading "Prohibitions on Use", you may only:

- Access and use the Website and the information on the Website for lawful purposes; and
- Using an industry standard web browser, view and download information provided on the Website for your personal use if, and only if, you keep all the information intact and in the same form as presented on the Website (including but not limited to retention of all copyright, trade mark and other proprietary notices contained on or in relation to that information).

Subscription and Registration

1. You can access the information services provided on the Website without being a subscriber, but if you want to receive newsletters or any other publication that Alert Trader may send out from time to time, you must become a client.
2. If you become a client of Alert Trader, you may be able to use various on-line services by registering for access.
3. Contact us in writing if you want to be removed from any subscription or registration databases, or if you want to amend or update your details. Alert Trader may terminate your subscription or registration without notice to you at any time for any reason without giving you any explanation or justification.

Information Provided

All information provided on the Website is:

- Provided without Alert Trader members including its directors, officers, employees or agents assuming a duty of care to you;
- Provided only in accordance with the Terms and Conditions;
- Based on sources which Alert Trader believes to be current and accurate as at the date of publication. However, Alert Trader has the right, although it is not obliged, to update this information at any time; and
- In the nature of information and not advice.

The site may contain, or may be linked to, investment reports, options, estimates, recommendations and other information (Information). However, such information comprises general advice only and has not been prepared taking into account the particular investment objectives, financial situation and needs of any particular person. You should carefully assess whether such information is appropriate in light of your individual circumstances before acting on it. Alert Trader strongly recommends that you seek independent advice from a qualified professional before acting on any of the information contained on this Site or any other website on the Internet.

Past performance of any product described or referred to on the Website or any website referred to on, or linked to, the Website or accessed through any of those websites ("external website") is not an indicator of future performance. You should seek professional advice before you decide to invest or consider any action based on information provided on the Website or an external website.

Financial Services Guides

If you are considering using any service offered by Alert Trader, you must view the relevant Financial Services Guide which forms part of the Terms and Conditions. [Click here for Financial Services Guides.](#)

Your access to, or use of, the Website constitutes your acknowledgement of receipt of the relevant Financial Services Guide.

You should read these Disclaimers and Limitations of Liability carefully and seek independent legal advice if you need help. Your access to, and use of, the Website and any external website is at your sole risk.

1. None of Alert Trader members including its directors, officers, employees or agents gives any warranty, guarantee or representation about:

- The reliability, accuracy, timeliness, completeness or otherwise, of any information provided on or accessed through the Website or any external website; or
- The merchantability or fitness for any particular purpose for any service or product contained or referred to on or accessed through the Website or any external website.

2. You should make your own inquiries and seek independent advice from appropriate professionals or other people before acting or relying on any information provided on or accessed through the Website or any external website.

- To the extent permitted by law, none of Alert Trader members including its directors, officers, employees or agents accepts any responsibility for any loss or damage, caused directly or indirectly (including through negligence), which you may directly or indirectly suffer in connection with or arising from:
- Your access to, or use of, the Website or any external website; or
- Your access to, use of, or reliance on, information provided on or accessed through the Website or any external website.
- This includes but is not limited to direct or indirect consequences of you:
- Acting, or failing to act, on any information contained or referred to on the Website or any external website; or
- Using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website or any external website.

3. None of Alert Trader members including its directors, officers, employees or agents accepts any responsibility for any loss or damage, caused directly or indirectly (including through negligence), in connection with or arising from your reliance on any information provided on or accessed through the Website or any external website. Neither Alert Trader members including its directors, officers, employees or agents, undertakes to keep the Website updated.

It remains your responsibility to make your own inquiries about the information (including but not limited to inquiries about the accuracy, completeness and usefulness of the information) and seek independent advice from appropriate professionals or other people before acting or relying on any information provided on or accessed through the Website or any external website.

4. None of Alert Trader members including its directors, officers, employees or agents gives any warranty, guarantee or representation about the security of any information you transmit to Alert Trader. However, Alert Trader will take reasonable steps to preserve the security of information you transmit to it.

5. None of Alert Trader members including its directors, officers, employees or agents accepts any responsibility for any interference or damage to your computer system which arises in connection with your access to or use of the Website or any external website. None of Alert Traders members including its directors, officers, employees or agents gives any warranty, guarantee or representation that:

- The Website or any external website, or the server or servers that make those sites available, are free of software viruses;
- The functions contained in any software contained on the Website or any external website will operate uninterrupted or are error free; or
- Errors and defects in the Website or any external website will be corrected.

You must take your own precautions to ensure that the process you use to access the Website or any external website does not expose you to the risk of viruses, malicious computer code or other forms of interference that may damage your computer system.

6. Where the information provided on the Website or any external website contains opinions, judgments or advice of third parties:

- Any of those opinions, judgments or advice given by third parties remain the responsibility of the relevant third parties, and none of Alert Trader members including its directors, officers, employees or agents gives any warranty, guarantee or representation about the accuracy, reliability, completeness or usefulness of that content or its fitness for any particular purposes;
- none of Alert Trader members including its directors, officers, employees or agents endorses or approves the accuracy, reliability, completeness or usefulness or overall content of any of those opinions, judgments or advice; and

- None of Alert Trader members including its directors, officers, employees or agents accepts any responsibility for any defamatory, offensive or illegal conduct of any third party.

7. None of Alert Trader members including its directors, officers, employees or agents accepts any responsibility for the following things, however caused:

- Errors or omissions in the Website or any external website; and
- Defamatory, offensive or illegal conduct of any user of the Website or any external website.

8. All conditions or warranties which could be implied into the Terms and Conditions are excluded to the extent permitted by law. Where an implied condition or warranty can't be excluded, the liability of Alert Trader members including its directors, officers, employees or agents will be limited:

- for a breach relating to services supplied or offered, the limitation will be to the re-supply of the services or the payment of the cost of having the services re-supplied; and
- For a breach relating to goods supplied or offered, the limitation will be to the replacement of goods or the supply of equivalent goods, the repair of goods, the payment of the cost of having the goods replaced or acquiring equivalent goods, or the payment of the cost of having the goods repaired.

However where these limitations are prohibited the limitations will be to the maximum extent permitted by legislation.

None of the disclaimers or limitations of liability appearing above attempt to exclude liability arising under legislation if, and to the extent, that liability cannot be lawfully excluded.

Services

In summary Alert Trader will provide you with **48 "Mind Your Markets"** Weekly Newsletters per year.

It will also produce **"Chart Attack"** alerts as and when we see fit. We expect an average of 2 to 3 of these per week.

We reserve the right to make these separate services.

Please note, we intend to take **"two weeks"** holidays in **July** and **January** to recharge the batteries. During this period there will be **NO ALERTS** and **NO FILES** on our website.

Performance

Our hypothetical trading record will track recommendations made for our **"Chart Attack"** service.

We will always have **protective stops** in place. Even though we recognise that we will not get every trade right, we believe that the **most important aspect of trading successfully** is to minimize our losses and allow our profitable positions to run as markets trend.

In other words we are looking for a **risk/reward** ratio of at least 3 to 1 or higher with every new trade.

The trades recorded will consist of both **long** and **short** trades (in other words we will 'buy' or 'sell' shares) at particular levels and place protective stops at all times.

The stops will be (SOC) **"stops on close"** which means that you will need to evaluate the position yourself or with your broker on the **last half hour** of every day to exit the position if you think it will close below our predetermined level.

Indemnity

You indemnify, and will keep indemnified, each of Alert Trader members including its directors, officers, employees or agents and must pay each of them on demand, the amount of all losses, damages, claims, demands, actions, proceedings, costs and expenses (including legal fees), caused directly or indirectly, in connection with or arising from:

- Failure by you to comply with the Terms and Conditions;
- Reliance by you on any information provided on or through accessing the Website or any external website;
- Your access to, or use of, the Website or any external website; or
- Access to, use of, or reliance on, any information provided on or through accessing the Website or any external website by any person accessing that information through the Website or any external website.

External Websites

For your convenience, the Website contains references or links to other websites which may in turn refer or link to other references or links. None of Alert Trader members including its directors, officers, employees or agents:

- Gives any warranty, guarantee or representation about the reliability, accuracy, timeliness, completeness or otherwise, of any information contained on any external website;
- Is responsible for any opinions, representations, warranties, guarantees, offers, invitations, information or practices of any external website; and
- Controls, endorses, approves or recommends anything contained on or relating to information, products or services referred to or contained on any external website unless and to the extent expressly stated otherwise by Alert Trader.

Privacy Policy

You must read the Alert Trader Privacy Policy which forms part of the Terms and Conditions. [Click here for the Alert Trader Privacy Policy.](#)

Fraud

Alert Trader is committed to providing the highest quality of services to its clients in a trusted environment.

Internet fraud is a major concern for financial services providers worldwide. Most Internet and email scams usually involve an email claiming to be from your financial service provider. It usually asks you to send your account details such as your password or PIN, either by return email or through a website link. The fraudsters may use various tricks to lower your guard such as security and maintenance upgrade, investigation of irregularities or bills or charges due. Here are some safety checks you may find helpful:

- Suspect a scam if you are asked for your account details via email;
- Never access the Website from links in emails or Internet links;
- Keep your computer secure by updating your virus protection on a regular basis and delete suspicious emails without opening them;
- Only go to the Website by typing in the Website address in the address bar of your web browser or by using your 'favourites';
- Take privacy precautions and keep your logon details and password secret;
- Avoid personal transactions at public places like Internet cafes, community centre's and libraries; and

- Regularly check the services provided to you by Kinetic Securities for unauthorised transactions.

Alert Trader will never request personal information such as login ID or bank details via emails. Contact Alert Trader immediately if you receive any emails or web links from Alert Trader that requests any personal information that relates to the services that any of them provide to you.

You can obtain more information on fraud from FIDO, the consumer section of the Australian Securities and Investments Commission website.

Termination

- Alert Trader may terminate access to the Website without notice to you at any time for any reason without giving you any explanation or justification.
- None of Alert Traders members including its directors, officers, employees or agents accepts any responsibility for any loss or damage caused directly or indirectly in connection with or arising from terminating access to the Website.
- The operation of all disclaimers, limitations of liability and indemnities contained in the Terms and Conditions will survive termination of access and use.

Cancellations

All fees are to be paid in advance and are non refundable. We provide a "quality assurance" money back guarantee which is valid for 14 days after subscribing.

This means that to receive a refund, you must establish that a misrepresentation was made, or establish that there was a serious fault with the website or our delivery service of the product (PDF file) to you.

You must begin the process by notifying us in writing ASAP.

Continuous Billing

Once you have subscribed, you do not have to worry about renewing and resubmitting your credit card details every time it's up for renewal.

We have developed a continuous billing system with our bank and the gatekeepers (Secure Pay), so that your card will be charged by our bank at the end of the prepaid period for your next subscription.

Please note, we will remind you via email one week prior to your membership expiring that you will be billed on expiry date, you reserve the right to cancel your subscription at any time as long as ALERT TRADER is notified in writing before your membership expires.

If you do not wish for the continuous billing to occur we need to be advice before your membership has reached its expiry date.

Waiver of Rights

If Alert Trader waives any of its rights under the Terms and Conditions; it may decide not to waive that right or those rights in the future.

Access on Mobile Phones

You may access, view and download some of the content from the Website on your mobile phone. Alert Trader offers content on the website without charge but you should consult your telecommunications service provider to see what carrier charges you may incur.

Changing Terms and Conditions

Alert Trader may change the Terms and Conditions without notice to you at any time for any reason without giving you any explanation or justification.

Governing Law

The Terms and Conditions are governed by and interpreted in accordance with the law in force in New South Wales. You submit to the exclusive jurisdiction of the courts of New South Wales.

You're Acceptance of Terms and Conditions

By continuing to use the Website, you acknowledge that you have read and understood all the Terms and Conditions and agree to be bound by them. If this is not the case, you must stop using the Website immediately.