



Triple Bubble Website Terms of Use

Please read these Terms of Use carefully before using our website. By accessing or using our website, you agree to be bound by these Terms of Use.

1 About these Terms of Use

- 1.1 These Terms of Use apply to your access to and use of the website at <https://triplebubble.com/> and any related webpages operated by us (**website**).
- 1.2 This website is operated by Fintech Fund Management Co Pty Ltd (ACN 678 455 760) (**Fintech Fund Management**) as a Corporate Authorised Representative (AR Number 001311415) of Polar 993 Advisory Pty Ltd (ACN 649 554 932) (AFSL 531197) (**Polar Advisory**).
- 1.3 In these Terms of Use, “we”, “us” and “our” mean Fintech Fund Management.

2 Financial and investment information

- 2.1 Fintech Fund Management is a Corporate Authorised Representative of Polar Advisory. Our authority under that arrangement is limited to providing general financial product advice about the Triple Bubble Fund (**Fund**) to wholesale clients.
- 2.2 Unless expressly stated otherwise, content on the website is general information only and does not constitute financial, legal, taxation or other professional advice. If any content is expressly identified as general financial product advice, it is intended only for wholesale clients and does not take into account any person’s objectives, financial situation or needs.
- 2.3 Access to investment-related content on the website does not mean that you are a wholesale client for the purposes of the *Corporations Act 2001*(Cth). We may require evidence that you satisfy the applicable wholesale client criteria before providing further information or accepting an investment application.
- 2.4 Nothing on the website constitutes an offer, invitation, solicitation or recommendation to subscribe for, acquire or dispose of an interest in the Fund or any other financial product. Any offer will be made only under the relevant offer document and application materials, and on the terms set out in those documents.
- 2.5 Investments involve risk. Neither we, Polar Advisory nor any of our respective directors, officers, employees, agents or associates guarantee the repayment of capital, any rate of return, the performance of the Fund or any particular outcome. Past performance is not a reliable indicator of future performance.
- 2.6 Before making any investment decision, you should consider the relevant offer documents, make your own enquiries and obtain independent professional advice appropriate to your circumstances.

3 Accuracy and availability

- 3.1 We take reasonable care in preparing content for the website, but content may be incomplete, inaccurate or out of date. To the maximum extent permitted by law, we do not represent or warrant that the website or its content is accurate, complete, current, suitable or reliable.
- 3.2 We may change, remove or update content at any time without notice. You should not rely on website content as the sole basis for any decision.
- 3.3 We do not guarantee that the website will always be available, uninterrupted, secure or free from errors, viruses or other harmful components. You are responsible for using appropriate security measures and protecting your systems and data.

4 User submissions

- 4.1 You may choose to submit information through the website, including your name, contact details, gender, a pitch deck and information about a company, investment opportunity or proposed relationship (**Submitted Material**).
- 4.2 You must ensure that Submitted Material is accurate, lawful, not misleading, free from malicious code, and does not infringe any person's rights. You must have all rights and permissions necessary to provide the Submitted Material to us and to allow us to use it as described in these Terms of Use and our Privacy Policy.
- 4.3 You retain ownership of your Submitted Material. You grant us a non-exclusive, royalty-free licence to copy, store, use and disclose it to our related entities, professional advisers, service providers, relevant fund counterparties and diversity reporting bodies, but only as reasonably necessary to consider the submission, communicate with you, assess a potential investment or relationship, operate or manage the Fund, comply with law, or prepare anonymised or de-identified data for sector-level reporting or benchmarking (including as part of diversity or inclusion programs). Any personal information will be handled in accordance with our Privacy Policy. We may use technology tools, including artificial intelligence, to assist in reviewing, organising or processing Submitted Material.
- 4.4 Submitting material through our website does not require us to review it, respond to you, proceed with an investment or transaction, or enter into any relationship with you. It does not create an advisory, fiduciary, client or other relationship between you and us.
- 4.5 You should clearly identify information that you consider confidential. Any confidentiality obligations must be separately agreed in writing; they do not arise merely because material is submitted through the website.

5 Privacy and cookies

- 5.1 Our Privacy Policy, [available here](#), explains how we collect, hold, use and disclose personal information and how we use cookies and similar technologies.

6 Intellectual property

- 6.1 All intellectual property rights in the website and its content are owned by or licensed to us. This includes text, graphics, logos, trade marks, images, reports, downloads, software and the design and arrangement of the website.
- 6.2 We grant you a limited, revocable, non-exclusive and non-transferable right to access and use the website for your personal or internal business purposes, including to consider a potential investment in, or relationship with, the Fund.

- 6.3 Except as permitted by law or with our prior written consent, you must not copy, reproduce, modify, adapt, publish, distribute, transmit, commercially exploit or create derivative works from any part of the website or its content, or use our names, logos or trade marks.

7 Acceptable use

- 7.1 You must not use the website:
- (a) in breach of any applicable law or for any unlawful or fraudulent purpose;
 - (b) to misrepresent your identity or affiliation with any person;
 - (c) to introduce, transmit or distribute any virus, malware or other harmful or disruptive code;
 - (d) to interfere with, disrupt, damage or gain unauthorised access to the website, any related system or network, or another person's data;
 - (e) to scrape, harvest, index or extract content or data by automated means without our prior written consent; or
 - (f) in any way that could damage our reputation or the rights, interests or security of any person.

8 Third party links

- 8.1 The website may contain links to third party websites. Those links are provided for convenience only and do not indicate that we endorse or approve the third party or its website, products or services.
- 8.2 We do not control and are not responsible for third party websites, including their content, availability, security or privacy practices. You access and use them at your own risk and should review their applicable terms and privacy policies.

9 Limitation of liability

- 9.1 Nothing in these Terms of Use excludes, restricts or modifies any right, guarantee, condition, warranty or remedy that cannot lawfully be excluded, restricted or modified, including (without limitation) under the *Australian Securities and Investments Commission Act 2001*(Cth) or any applicable consumer law
- 9.2 Subject to clause 9.1 and to the maximum extent permitted by law, we exclude all representations, guarantees, conditions and warranties, whether express or implied, in connection with the website and its content.
- 9.3 Subject to clause 9.1 and to the maximum extent permitted by law, we are not liable, whether in contract, tort (including negligence), under statute or otherwise, for any loss, damage, cost or expense arising from or in connection with your access to, use of, reliance on, or inability to use the website, its content or any linked website. This includes any indirect or consequential loss, loss of profit, revenue, opportunity, goodwill or data, and business interruption.
- 9.4 Where our liability for breach of a condition or warranty implied by law cannot be excluded but may lawfully be limited, our liability is limited, at our option and to the extent permitted by law, to supplying the relevant services again or paying the cost of having those services supplied again.

10 Changes and suspension

- 10.1 We may modify, suspend, restrict or discontinue the website or any part of it at any time, including for maintenance, security, operational or legal reasons.

- 10.2 We may update these Terms of Use by publishing a revised version on the website. The revised Terms of Use take effect when published. Your continued use of the website after that time constitutes acceptance of the revised Terms of Use.

11 General

- 11.1 These Terms of Use apply only to your use of the website. They do not replace or alter any separate written agreement, confidentiality arrangement, offer document or other fund document. If there is an inconsistency, the separate document prevails to the extent of the inconsistency.
- 11.2 If any provision of these Terms of Use is invalid or unenforceable, it is to be read down to the extent necessary to make it valid and enforceable or, if that is not possible, severed without affecting the remaining provisions.
- 11.3 A failure or delay by us to exercise a right under these Terms of Use does not waive that right. A waiver must be in writing and signed by us.
- 11.4 These Terms of Use and your use of the website are governed by the laws of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of Victoria and courts entitled to hear appeals from them.

12 Contact us

- 12.1 If you have any questions about these Terms of Use, please email us at hello@triplebubble.com.au
- 12.2 For questions about personal information or to exercise a right under our Privacy Policy, please use the contact details set out in that policy.