

# **WEBSITE TERMS OF USE**

31 July 2025

Austral Capital Limited (trading as PE Projects)

## **Email**

support@pe-projcets.com

### Website

www.pe-projects.com

## Website Terms of Use

#### Effective Date: 31 July 2025

These Website Terms of Use ("Agreement") govern your access and use of the website operated under the brand PE Projects by Austral Capital Limited ("PE Projects", "Austral", "we", "us", or "our") at **www.pe-projects.com** and all related content, functionality, and services made available through it ("Website"). This includes associated subdomains such as **app.pe-projects.com** and **academy.pe-projects.com**, which redirect to the main site.

## 1. Acceptance of Terms

By accessing or using the Website, you agree to be bound by these Terms of Use, our Privacy Policy, Confidentiality Policy, and any additional disclaimers or legal notices posted on the Website. If you do not agree, you must not use the Website.

#### 2. Website Content

The content on this Website is for informational purposes only and does not constitute financial advice, a solicitation, or an offer to invest. All content related to Contracts for Difference (CFDs) is subject to the terms of our Product Disclosure Statement (PDS) and Client Services Agreement (CSA).

CFDs offered under the PE Projects brand are available exclusively to offshore clients who meet eligibility requirements. Austral does not offer products or services to New Zealand retail or wholesale clients.

## 3. Eligibility

You must be at least 18 years of age and legally permitted to use the Website under the laws of your jurisdiction. By using the Website, you represent and warrant that you meet this requirement.

#### 4. Your Account

If you create an account through the Website, you are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. Notify us immediately if you suspect unauthorised access or a security breach.

#### 5. Intellectual Property

All trademarks, content, designs, software, and other intellectual property on this Website are the property of Austral or its licensors. You may not copy, reproduce, modify, distribute, or otherwise use Website content without our prior written consent.

#### 6. User Conduct

You agree not to: - Post or transmit illegal, harmful, or abusive content - Attempt to gain unauthorised access to our systems or data - Interfere with Website functionality or security - Use



automated systems to scrape or interact with the Website - Provide false information or misrepresent your identity.

## 7. External Links

This Website may include links to third-party sites. These links are provided for convenience only. We do not endorse or control these sites and are not responsible for their content or policies.

## 8. Changes to Terms or Website

We may update the Website or these Terms at any time without prior notice. Changes take effect when posted. Continued use of the Website constitutes your acceptance of any updates.

#### 9. Termination

We may suspend or terminate your access to the Website without notice if you breach these Terms or engage in unauthorised or harmful conduct.

#### 10. Disclaimer of Warranties

The Website is provided "as is" and "as available." We make no warranties regarding accuracy, functionality, or availability. Your use of the Website is at your own risk.

## 11. Limitation of Liability

To the extent permitted by law, we disclaim liability for any direct, indirect, incidental, or consequential damages arising from your use of the Website.

## 12. Governing Law

These Terms are governed by the laws of New Zealand. Any disputes related to your use of the Website are subject to the exclusive jurisdiction of the New Zealand courts.

#### 13. Contact Us

If you have any questions about these Terms, contact us at:

**Austral Capital Limited (PE Projects)** 

**Email**: support@pe-projects.com **Website**: www.pe-projects.com

