

## Portal Terms of Use

[CLICK HERE TO ACCESS PORTAL: https://www.virtualcabinetportal.com/MyPortal/Login?org=pitcherpartnerssydney](https://www.virtualcabinetportal.com/MyPortal/Login?org=pitcherpartnerssydney)

### Welcome to the Pitcher Partners Sydney Virtual Cabinet Portal

These are the Portal Terms of Use (Terms) of the Pitcher Partners Sydney Virtual Cabinet Portal site (Portal), which is provided by PP Sydney Firms\* (Pitcher Partners Sydney) for the use of its clients and potential clients. If you do not accept these Terms you must refrain from using the Portal.

These Terms, our engagement terms with you as a client and the Pitcher Partners Privacy Policy, each of which are expressly incorporated herein by reference, supplement any other agreement (including licence agreements) you have with Pitcher Partners Sydney and are binding in respect of any use of the Portal.

'You' and 'your' refer to any person accessing the Portal.

### Acknowledgement of Terms

You acknowledge that you have read and understood these Terms. By using this Portal you agree, and are deemed, to be bound by these Terms.

### Variation of Terms

Pitcher Partners Sydney may vary these Terms at any time. Amendments will be effective immediately upon posting of the amended Terms on this Portal and by continuing to use the Portal after the Terms have been varied you agree, and are deemed, to be bound by the variation.

You are responsible for ensuring you are familiar with the latest Terms.

### Acceptable Use

You may only use this Portal for your own business/personal use related to services provided by Pitcher Partners Sydney only. The Portal may not be used to back-up material not related to services provided by Pitcher Partners Sydney.

You may print or download information and material from the Portal for your own business/personal use only. Excluding information and material related to your specific business/personal affairs available via the Portal, no part of this Portal may be modified, reproduced, transmitted, stored or otherwise dealt with (including in any other site or other electronic form) except as expressly provided for in these Terms.

You will not share your username or password, let anyone else access your account, or do anything else that might jeopardize the security of your account. You are responsible for all activities that occur under your account.

Pitcher Partners Sydney is not responsible for any unauthorised access to your account or the ramifications of such access.

You agree not to impersonate any other person or organisation in or while using the Portal and you agree not to conduct yourself in an offensive manner while using its services or to use the Portal for any unlawful purpose.

You agree not to submit post or make available to or from the Portal any material or information that is illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy, in breach of any licence agreement or law or otherwise injurious or objectionable. Pitcher Partners Sydney will co-operate fully with any law enforcement authorities or court order requesting or directing Pitcher Partners Sydney to disclose the identity or locate anyone posting any such material.

You agree that you will not attempt to alter this Portal nor employ any robot, spider, or other device or process or means whatever to use this Portal for any unauthorised purposes. You agree not to:

- make excessive traffic demands;
- deliver viruses or forward any other system which is of a destructive nature or capable of so being whether alone or in combination;

## Portal Terms of Use

- otherwise engage in any other behaviour that may be reasonably expected to inhibit other users from using and enjoying the Portal; or
- damage the reputation of Pitcher Partners Sydney.

Pitcher Partners Sydney accepts no obligation to monitor the use of this Portal. However, Pitcher Partners Sydney reserves the right to disclose any information or material as required by law, to block access to you, your agents, associates or your company and take such other action as it considers may be reasonably necessary to prevent any breach of these Terms or any breach of applicable laws. Pitcher Partners Sydney will also in its absolute discretion fully co-operate with the relevant authorities with respect to any investigation of suspected unlawful activity or violation of the Portal's security.

Pitcher Partners Sydney do not accept responsibility for any actions taken in the Portal or consequences arising from the use of it.

### **Information and Materials Provided**

Pitcher Partners Sydney does not claim ownership of the information or materials you make available on the Portal. By submitting, posting or otherwise making available any information or material to the Portal you are granting Pitcher Partners Sydney permission to use the information or material in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the information or material; and to publish your name in connection with the information and material.

Pitcher Partners Sydney is under no obligation to maintain the Portal or any information or material that you submit, post or make available to the Portal. Pitcher Partners Sydney reserves the right to update, amend, withhold, remove and/or discard any information or material in the Portal, with or without notice at any time.

You may ask us to remove your access to your account. Doing this does not remove Pitcher Partners Sydney rights set out above to the information and material that you have posted, submitted or otherwise made available to the Portal prior to such removal.

### **Intellectual Property Rights**

All intellectual property rights in all contents (including text, photographs and other images, trademarks and logos) of this Portal is owned by Pitcher Partners Sydney or has been licensed to Pitcher Partners Sydney by the rightful owners for use on the Portal. There are no implied licences granted by Pitcher Partners Sydney under these Terms and all rights not expressly granted by it herein are reserved by Pitcher Partners Sydney. The information and material may not otherwise be used, copied, reproduced, published, stored in a retrieval system, altered, transmitted in any form or by any means without the prior written approval of Pitcher Partners Sydney.

All copyright and intellectual property rights in the text, graphics and overall design of this Portal are the property of Pitcher Partners Sydney unless otherwise stated.

### **No Representations and Warranties**

The information and material provided on this Portal is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. Pitcher Partners Sydney does not warrant that the services, documents, material and information on this Portal or on the internet generally will be uninterrupted or error free or that any information, software or other material accessible from this Portal is free of viruses or other harmful components, nor do we undertake to keep the information updated.

### **Disclaimer and Limitation of Liability**

Pitcher Partners Sydney accepts no liability for any quality problems with data, information, or material available at or from the Portal. Pitcher Partners Sydney is not liable for any action you may take as a result of relying on any information or material available on the Portal. You agree that obtaining of any data, information or material through the use of Portal is at your own

## Portal Terms of Use

risk and that Pitcher Partners Sydney has no liability to you in respect of such data, information or material or the effects of such data, information or material.

To the maximum extent permitted by law Pitcher Partners Sydney shall not be liable (whether for breach of contract, of these Terms, or negligence or in any other tort or for any other common law or statutory cause of action arising in relation to these Terms) for any loss including loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, bargain or opportunity loss or loss of anticipated savings resulting from your access to, or use of, or inability to use this Portal and its content, loss of any software or data, loss of use of computer equipment, software or data, loss of or waste of management or other staff time or for any direct, incidental, consequential or indirect or special loss, however arising from use of this Portal or use of any of information and material available at or from the Portal.

You indemnify and hold Pitcher Partners Sydney harmless in respect of all loss, damages, costs, expenses, claims, suits, actions, proceedings and demands suffered by Pitcher Partners Sydney on account of any third party dealing with you in relation to the Portal or in relation to any information on the Portal.

### **No Waiver**

Non-exercise or enforcement of any right available to Pitcher Partners Sydney under these Terms does not constitute a waiver of those rights.

### **Governing Law**

These Terms are governed by the laws of New South Wales. You agree to submit to the exclusive jurisdiction of the Courts of New South Wales.

### **Severability**

If any provision of these Terms becomes or is held to be invalid, enforceable or illegal for any reason, in any respect, that provision shall be severed from the remaining Terms, which shall continue in full force and effect.

### **Suspension and/or Termination of access to the Portal**

You acknowledge that Pitcher Partners Sydney may terminate, suspend or restrict your access to the Portal at any time at its absolute discretion with or without notice.

You acknowledge that Pitcher Partners Sydney may suspend the operation of the Portal for repair or maintenance work or in order to update or alter the functionality of the website.

Pitcher Partners Sydney reserves the right to modify or terminate the Portal for any reason without notice at any time.

### **Privacy**

Information contained on the Portal is provided under the terms of the Pitcher Partners privacy policy.

### **Enquiries or Complaints**

If you have any enquiries or complaints about the information or services provided by this Portal or to report unauthorised access to your account, contact:

Chief Operating Officer  
Adam Irwin  
Pitcher Partners Sydney  
Phone: 61 (02) 9221 2099  
Email: [sydneypartners@pitcher.com.au](mailto:sydneypartners@pitcher.com.au)

## Portal Terms of Use

*\*PP Sydney Firms includes the Pitcher Partners Sydney Partnership (ABN 17 795 780 962), PPNSW Services Pty Ltd (ACN 608 418 828), Pitcher Partners Sydney Wealth Management Pty Ltd (ACN 135 817 766), Pitcher Partners Sydney Corporate Finance Pty Ltd ACN 122 561 184 and Pitcher Partners NSW Wealth Management Pty Ltd (ACN 608 991 635) and any related, associated or subsidiary bodies corporate or their directors, officers, employees, contractors, servants or agents.*

[CLICK HERE TO ACCESS PORTAL: https://www.virtualcabinetportal.com/MyPortal/Login?org=pitcherpartnerssydney](https://www.virtualcabinetportal.com/MyPortal/Login?org=pitcherpartnerssydney)