PEAK
ASSET MANAGEMENT

PRIVACY POLICY

Peak Asset Management (Peak) considers the privacy and security of user information an important component of the services offered at its website, www.peakassetmanagement.com.au (the Site). The following information explains how Peak collects and uses information obtained from users in connection with services available at the Site (taken together, the Service).

Information Collected

At your election, you may request additional information about Peak. When you do so, you may need to submit certain information or data to Peak, for example, your contact information (collectively, User Data).

When you visit the Site, web servers collect "traffic data" (such as, for example, time and date, the address of the website from which you entered the Site) about your visit, which is stored as anonymous, aggregate data. Collecting such data may entail the use of IP addresses or other numeric codes used to identify a computer.

Use of Information

Peak uses User Data to respond to your inquiries for additional information.

Peak uses "traffic data" to help diagnose problems with its server, analyse trends and administer the Site. Your IP address is not linked to personally identifiable information, but is used to gather broad demographic data and to monitor statistics to improve the Site and Service.

Sharing of Information

Currently, Peak will not share personally identifiable information with any third party for commercial purposes. Peak may, however, disclose personally identifiable data if (1) reasonably necessary to perform the Service, (2) authorised by you, (3) otherwise permitted under this Privacy Policy or (4) Peak is required to do so by law or regulation, or in the good faith belief that such action is necessary to (i) conform or comply with applicable laws, regulations or legal process, (ii) protect or defend the rights or property of Peak or any other user or (iii) enforce the Terms Of Use.

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TERMS OF USE

Peak may transfer personally identifiable information to any successor to all or substantially all of its business or assets that concern the Service.

Security

Information collected by Peak is stored in secure operating environments that are not made generally available to the public. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, Peak cannot ensure the security of any information you provide, and you do so at your own risk. Once Peak receives your transmission, it will make reasonable efforts to ensure its security on its systems.

Third Party Sites

The Site may permit you to link to other websites on the Internet, and other websites may contain links to the Site. These other websites are not under Peak control. The privacy and security practices of websites linked to or from the Site are not covered by this Privacy Policy, and Peak is not responsible for the privacy or security practices or the content of such websites.

IP Addresses and Cookies

Peak may use your IP address to help diagnose problems with its server, and to administer the Site. Your IP address is used to help identify you and to gather broad demographic information. IP addresses are also used to provide an audit trail in the case of any attempted illegal or unauthorized use of the Site.

"Cookies" are pieces of information that a website transfers to your computer's hard disk for record-keeping purposes. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. You may be able to set your web browser to refuse cookies.

Opt-Out

If you change your mind about Peak's use of User Data volunteered by you, you may send an email to info@peakassetmanagement.com.au with your electronic mail address.

Changes

Peak reserves the right, at its sole discretion, to modify or replace any of these Terms of Use at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Site following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Contact

If you have any questions regarding this Privacy Policy or your dealings at this Site, please contact info@peakassetmanagement.com.au.

Acceptance of Terms

The following terms and conditions govern all use of the www.peakassetmanagement.com.au website (the Site).

The Site is offered subject to acceptance without modification of any of the terms and conditions contained herein or all other operating rules, policies and procedures that may be published from time to time on this Site by Peak Asset Management (Peak) (collectively, the Terms of Use).

if you do not agree to all of these Terms OF USE, then do not access or use the SITE. BY VIEWING THE SITE, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE

Information and Privacy

At your election, you may request (and Peak may provide) additional information about Peak (the Service). When you do so, you may need to submit certain information or data to Peak, for example, your email address. Peak will not edit, delete or disclose the contents of your data in connection with the Service unless (1) reasonably necessary to perform the Service, (2) authorized by you, (3) otherwise permitted under the Privacy Policy or (4) Peak is required to do so by law or regulation, or in the good faith belief that such action is necessary to (i) conform or comply with applicable laws, regulations or legal process, (ii) protect or defend the rights or property of Peak or any other user or (iii) enforce these Terms of Use. Peak may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately.

Rules and Conduct

As a condition of use, you promise not to use the Site for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by Peak. You agree to abide by all applicable local, state, national and international laws and regulations.

Third Party Sites

The Site may permit you to link to other websites on the Internet, and other websites may contain links to the Site. These other websites are not under Peak control, and you acknowledge that Peak is not responsible for the accuracy, legality, appropriateness or any other aspect of the content or function of such websites. The inclusion of any such link does not imply endorsement by Peak or any association with its operators.

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No Warranties

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Limitation of Liability

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Miscellaneous

These Terms of Use shall be governed by and construed in accordance with the laws of the Federal Laws of Australia, excluding its conflicts of law rules. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. Peak may assign, transfer or delegate any of its rights and obligations hereunder without consent. All waivers and modifications must be in a writing signed by Peak, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use, and neither party has any authority of any kind to bind the other in any respect.

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