

## **Terms and Conditions**

You agree that your use of the MoneyRocket website indicates your acceptance of these terms and conditions and the privacy and security statement.

These are the current terms and conditions. They replace any other terms and conditions for this website published on the MoneyRocket website to date. Mark Kruger Financial Services Pty Ltd (MKFS) may at any time vary the terms and conditions by publishing the varied terms and conditions on the MoneyRocket website. You accept that by doing this, MKFS has provided you with sufficient notice of the variation. MKFS reserves any rights not expressly granted in these terms and conditions.

### **General information only**

The information on this website is of a general nature only and has been prepared without taking into account your particular financial needs, circumstances and objectives. It should not be construed as financial, taxation or legal advice.

Before acting on the basis of this information, you should consider its appropriateness to your own objectives, financial situation and needs. You should also obtain and read a copy of the relevant Product Disclosure Statement before making any decision to acquire a financial product.

### **Accuracy of information and limitation of liability**

MKFS does not warrant the accuracy, completeness or currency of information made available through this website. MKFS will not be liable for or in connection with any loss or damage arising from any inaccuracies, errors or omissions in information made available through this website. However, MKFS will endeavour to ensure that information is updated as soon as practicable when it becomes aware that material changes have occurred.

MKFS makes no warranty that the use or operation of this website will be uninterrupted or error-free or that the website is suitable for any particular purpose or has any performance, functionality or security features except as MKFS is required to provide by law. To the extent permitted by law, MKFS liability is limited to resupplying the services accessible through this website.

## Cookies

As you visit and browse the MoneyRocket website, the site uses cookies to differentiate you from other users. Cookies, in conjunction with MKFS' web server's log files, allows MKFS to calculate the aggregate number of people visiting the MoneyRocket web site and which parts of the site are most popular. This helps MKFS gather feedback to constantly improve the MoneyRocket web site and better serve MKFS' clients. Cookies do not allow MKFS to gather any personal information about you and MKFS do not intentionally store any personal information that your browser provided to us in your cookies.

## Purchases on this site

You agree that all of your transactions with or through the MoneyRocket site may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those transactions will still be governed by the remainder of these Terms unless you enter into different terms provided by us. You are responsible to print or make an electronic a copy of these Terms and any other contract or disclosure that we are required to provide to you.

Only valid credit cards or other payment method acceptable to us may be used. By submitting your order, you represent and warrant that you are authorized to use the designated card or method and authorize us to charge your order (including taxes, shipping, handling and any other amounts described on the sites) to that card or other method. If the card (or other method) cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or cancelled automatically.

We attempt to be as accurate as possible and eliminate errors on the MoneyRocket site; however, we do not warrant that any product, service, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on the MoneyRocket site, in an order confirmation, in processing an order, delivering a service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund. All products and services are subject to availability and we reserve the right to impose limits on any order, to reject all or part of an order and to discontinue products or services without notice, even if you have already placed your order. All prices are subject to change without notice. We reserve the right to refuse or cancel any orders placed for products and/or services which the sale or use of such product and/or service in your state or jurisdiction is restricted or prohibited.

## Moneysoft

Purchasers of The Infinity Program service will need to establish accounts with Moneysoft directly. MKFS does not have any access to the information of anyone purchasing The Infinity Program – the relationship is solely between purchasers and Moneysoft.

Purchasers of the MoneyRocket PT service also need to establish accounts with Moneysoft. However, MKFS does have view-only access to the account information that purchasers link into their Moneysoft account. This is for the purpose of conducting the program.

Click on these links for Moneysoft's [terms and conditions](#) and [privacy policy](#). Purchasers will be required to read and accept these documents when signing up with Moneysoft.

## Copyright

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The use of, and creation of links to, this website (including use of MKFS's copyright material) are at the risk of the user and are subject to MKFS's rights and the user's general legal obligations. MKFS makes no warranty and accepts no liability in relation to use of the trademarks outside Australia. For further information about creating links to this website and about using MKFS material, contact MKFS at [mark@moneyrocket.com.au](mailto:mark@moneyrocket.com.au).

## Links to other websites

This website may have links to other websites, which are operated by third parties. MKFS does not endorse or approve the information, graphics and materials that may be contained on those websites.

Furthermore, MKFS does not make any warranties or representations regarding the accuracy, quality or timeliness of such third-party information.

Hence, MKFS advises that you do not act on the information contained within these websites without obtaining independent legal advice.

## Jurisdiction

Users of this website covenant that all disputes will be governed by and construed in accordance with the laws of the state of Victoria, Australia, and all users and MKFS submit to the non-exclusive jurisdiction of the courts of that state.

## **Privacy Policy**

Mark Kruger Financial Services Pty Ltd (MKFS) is serious about protecting your online privacy. It is very important to us to be clear about what data we collect, why we collect it and how we use it. This Privacy Statement explains our views and practices concerning privacy, and how they may apply to you as a user of our website.

### **Definitions**

When we talk about 'us', we mean the entity Mark Kruger Financial Services Pty Ltd. When we talk about 'you', we mean you as a participant or user of this website or services of this website.

'Personal data' or 'personal information' is information that directly identifies you, such as your name and email address, or data that could be used, on its own or in combination with other data, to identify you.

### **Anonymity**

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However, you will not be able to access our services anonymously. Once you access our services, including for example by requesting an invitation for a free trial, requesting a demo, requesting a seat in an on-line workshop, a strategy session or subscribing to our services, we will begin collecting your personal information in accordance with this policy.

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### **Collection and Use of Data**

We collect personal data about you when you give it to us for an agreed purpose. This generally occurs when you complete an online enquiry for a service, request information (for example a demo) or when you subscribe to a trial or full membership with us, request a strategy session or place an order through our online services. We may use this information to contact you about the service and related services you have inquired about.

Other than as disclosed in this privacy policy, we never sell, rent or otherwise disclose your personal information to third parties including advertisers or strategic partners.

We collect and process the minimum amount of information required to deliver our requested services to you. We process this information to fulfill your request. This information includes:

- your first and last name
- your email address
- your phone number

This is the type of information typically found on a business card. If you make a purchase, we will also store your IP address. We process this information for our legitimate business purpose of matching your IP address with your account. Unless stated otherwise in this policy, personal information will be held for our business purposes for a period of up to 3 years (unless you subscribe to our services for a longer period). After 3 years, we may still retain your personal information however if we do so, it will be in a form where personal details are de-identified. This means you will not be able to be identified once the data is made anonymous.

With your permission, we may use your email address to send you emails about new products, free and premium content and special events. These emails may contain links to blog posts, YouTube videos, reports/whitepapers etc. We process this information based on your consent. You may always withdraw your consent and unsubscribe to these emails by clicking on the unsubscribe link at the bottom of the email or by contacting us at [mark@moneyrocket.com.au](mailto:mark@moneyrocket.com.au).

If you interact with us via our blog or on social networking sites (Facebook, Twitter, Google+, LinkedIn, Instagram), we may receive information about you. We may process this data as a legitimate business interest to properly administer our business and website and communications with users. You should be aware that personal information you disclose on those social media sites is publicly available.

We accept payments using Stripe on-line payment services. They provide us with the online ecommerce platform that allows us to sell our products and services to you. We never take custody of or store your financial information. Financial information you provide to this third party site is managed according to their own privacy policy which you can find at <https://stripe.com/au/privacy>. We will share your personal data with our payment service provider only to the extent necessary to process your payments or deal with refunds or complaints in relation to your payments.

Testimonials. If you provide us with a testimonial, you give us your consent to use on our website or other marketing material, your name together with your personal image and testimonial wording. You also give us permission to store this information in our secure records together with your email address and the year in which we provided you the services related to your testimonial. We will retain and use this information for its intended purpose for a period of up to 7 years. We process this information based on your consent.

If our website is acquired by or merged with another company or business, your personal data may be transferred to the new owners so they may continue to support and sell the products and services of the website. Provided the new owners have a privacy policy that is compliant with current laws, by agreeing to this privacy policy, you agree to such a transfer.

We also may share your personal information when required to do so by law or with our professional advisers to obtain advice, for instance if there is a breach of the terms and conditions, or to meet our accounting or compliance obligations.

## **Cookies**

We use a range of tools provided by third parties including search engine browsers and our web hosting company, to collect or view social media, app or website traffic information and to enable our website to function smoothly.

We use tracking pixels (for example Google Analytics) to aid in measuring and tracking where our website traffic is coming from and to track the performance of our site. We use these technical and functional cookies to do tasks such as to identify you when you visit our site, manage your log in, remember your preferences, for security purposes, for analysis and to generally improve your experience and manage your sessions on our website.

We use remarking pixels from Facebook and Google to aid in customised, targeted follow up advertising. These sites have their own privacy policies.

Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. Some website features may not function properly without cookies.

The information collected by these tools may include the IP address of the device you are using and information about sites that IP address has come from, the pages accessed on our site and the next site visited. We use the information, as a legitimate business interest, to help to track your use of our online services to improve your user experience and the quality of our services.

To find out how to opt out of tailored advertising please check the options available here - <http://www.networkadvertising.org/choices/>.

## **Collection of Data of Minors**

The MoneyRocket website is not intended to be used by minors nor do we do not intend to collect the personal data of persons under the age of 18. If you are the guardian of a minor and suspect they may have provided us with their personal information, please contact us and request to have the minor's personal information destroyed at [mark@moneyrocketadvice.com.au](mailto:mark@moneyrocketadvice.com.au).

## **Contact Us**

Please let us know if you have any requests, feedback or concerns regarding the way we manage your personal data at [mark@moneyrocket.com.au](mailto:mark@moneyrocket.com.au). We will respond to you within 30 days and take action, within reason, as quickly as possible.

If you are not happy with how we manage your concerns, you can contact your local data protection supervisory office.

## **Changes to this Privacy Notice**

It is important to us that our privacy notice is regularly reviewed and we will do so to keep it relevant and up to date with changing laws. We will notify you of any changes by posting the new policy on this page.