

VALENCY TERMS OF USE

The Platform

1. The Valency website and its associated mobile applications (collectively "**Platform**") are owned, operated and controlled by VALENCY AUSTRALIA PTY LTD ABN 81 672 791 454, trading as 'Valency', who, along with its associated entities and each of their directors, affiliates or employees (as appropriate), are referred to as "**Valency**", "**we**", "**us**" or "**our**" in these Terms of Use.
2. The Platform, provided and operated by Valency, allows account holders to convert, buy, sell and trade digital currencies. It also includes any services, content, products, mobile applications, websites, software or any other services provided by Valency (collectively "**Services**").
3. By opening an account to use the Services, you expressly represent and warrant that you have accepted our Terms of Use, and any additional terms and conditions displayed on the Platform (including, without limitation, our Privacy Policy and AML-CTF Policy) as they apply from time to time.
4. We grant you a non-exclusive, revocable, non-transferable licence to use the software on a server controlled by us for the sole purpose of accessing and obtaining the material on the Platform.
5. We may amend, modify, add to or delete these Terms of Use at our discretion and those amendments, modifications, additions or deletions apply to your use of the Platform and the Services as soon as they are displayed on the Platform (whether or not you are aware of those amendments, modifications, additions or deletions). All subsequent transactions by you will be subject to the most current Terms of Use as at the date of those transactions.
6. Your eligibility and use of our Platform and Services is dependent upon your country of residence. The Services provided by Valency are limited to users resident in the following jurisdiction: Australia. If you are not a resident in that jurisdiction you should cease using our Services.
7. Your ownership of any digital currencies purchased on the Platform will transfer to you upon Valency receiving cleared funds from your bank or other financial institution, which is an Authorised Deposit-Taking Institution ("**ADI**") and at no point earlier. If digital currencies are provided to you prior to Valency receiving cleared funds of payment for those digital currencies from your ADI, including if or when your ADI reverses that payment, any action taken by you in relation to those digital currencies is done on behalf of Valency.

Risks of Trading and Holding Crypto or Digital Currencies

8. The trading or holding of coins, tokens, crypto, digital currencies, or digital assets of the like (collectively "Coins") involves significant risks, the losses can be substantial and any loss and liability you incur is not insurable. You should carefully consider and assess whether trading or holding of Coins is suitable for you depending upon your financial circumstances, resources and tolerance to risk.
9. Coins such as Bitcoin and Ether are unlike traditional fiat currencies, goods or commodities in the market and are subject to exceptional risks. Unlike other traditional fiat currencies, Coins are decentralised and are not backed by a central bank, government or other legal entities. Coins currently remain largely unregulated. As such, the value of Coins may rise and fall depending upon the market, confidence of investors, competing currencies, regulatory announcements or changes, technical problems or any other factors.
10. Due to the significant risks of trading Coins as well as the impact of technology and the international market, Valency cannot warrant or guarantee that particular Coins will be available on our Platform and Services. Valency reserves the right to stop offering trades in relation to particular Coins on our Platform and Services. We will use our reasonable endeavours to notify you if we cease to support trading a particular Coin. If this is the case, you will not be able to convert Coins into AUD or any other currency. However, you will be given the option to move the Coins to another user, platform or third party website. Please be aware that Valency is not and will not be responsible for any costs incurred by you if you decide to move the Coins to another user, platform or third party website.
11. Valency only supports mechanisms such as Metacoins, Alt-Coins, Forks, Sidechains, Colour Coins and any other Coins that supplement and interact with digital currencies, as explicitly outlined by Valency through its Platform from time to time. The Platform will participate in Forks, staking, airdrops and any other similar mechanisms at Valency's absolute discretion. Valency does not allow users to send Coins off the Valency Platform in order to pay, fund or contribute to an Initial Coin Offering unless explicitly stated by Valency. Valency will not be responsible for the Coins sent off the platform nor the coins or tokens expected to be received from the Initial Coin Offering. Valency may also support the payment of a dividend at Valency's absolute discretion and only if explicitly stated by Valency.
12. Valency is not responsible or liable for any Coins once they are transferred from our Platform to another site, device, platform, wallet or user. Nor is Valency responsible or liable for any Coins not traded on our Platform that have been sent into our Platform. Valency is not responsible or liable for any Coins that have been sent to an incorrect or incompatible wallet address. Examples of incompatible wallet addresses include but are not limited to the type of Coin being transferred or the Blockchain Network the Coin is sent on.
13. As Valency does not identify the counterparty to any transactions you make, Valency recommends that you do not send Coins to any persons you do not personally know or completely trust, as, once sent, the transaction cannot be reversed. It is important for you to take precautions when transferring and storing your Coins whether on our platform or through other sites, wallets or devices. We take no responsibility for the misappropriation or theft of your Coins. We strongly advise that you familiarise yourself with and implement a personal wallet service or other device for storing your Coins and implement other security measures. Always take a greater degree of care and precaution to secure your passwords

when operating in a digital environment. For more information about how to secure and protect your Coins, see Security Recommendations.

14. Given the high level of risk associated with trading Coins, you acknowledge that by opening an account with Valency, it is your responsibility to implement additional security and precautionary measures available to you in order to protect your Coins. Valency recommends the use of minimum-security measures including two-factor authentication to securely access your Valency account, an option available through My Account. Other measures such as using a strong password or unique email address that is not used on any other website or platform, or that is known by anyone else, as well as transferring and storing your Coins in your own personal wallet outside of the Platform or disabling withdrawals to stop Coins being sent from your account, are steps that you can take to improve the security of your Coins.

Your Obligations

15. You warrant to us that you are a bona fide user of Valency's Platform and Services for the purposes of trading and holding Coins.

16. You must not:

- a. Engage in any restricted or criminal activities, including but not limited to:
 - i. Terrorist financing;
 - ii. Money laundering;
 - iii. Illegal gambling;
 - iv. Distributing or funding drugs and drug paraphernalia;
 - v. Malicious hacking;
- b. Knowingly or recklessly provide us with false, inaccurate or incomplete information through the Platform;
- c. Use Valency's Platform and Services for the purpose of obtaining, processing, distributing, viewing, assessing, analysing, copying or replicating any information, methods or processes related to the Platform (including without limitation by way of data scraping, the use of collection or accumulation tools and robotic or scripted responses);
- d. Reverse engineer, disassemble or otherwise attempt to construct, copy or replicate the Platform's source code, formulas or processes;
- e. Interfere with the security of the Platform, the Services or the secure and safe use of the Platform by any other user (including without limitation by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Website or its users);
- f. Use the Platform or the Services for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us);
- g. Knowingly or recklessly use or take advantage of a process, technical or technological error, loophole or glitch on Valency's Platform and Services;
- h. Use the Platform or the information contained in it for commercial purposes which are competitive to the Platform or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- i. Use systematic, repetitive or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Platform or which may otherwise place an unreasonable load on the infrastructure of the Platform; Use systematic, repetitive or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Platform or which may otherwise place an unreasonable load on the infrastructure of the Platform;
- j. Publish, post, distribute, disseminate or send 'spam material' or engage in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- k. Collect or store personal data about other users of the Platform; or

1. Do anything else which may interfere with or negatively affect the operation of our Platform, Services or others users.

17. Any user of Valency's Platform who violates or breaches our Terms of Use may have their membership and Valency account suspended or terminated, as well as any pending transactions cancelled. You may also be held liable for any losses incurred by Valency or any other user of the Platform or Services.

18. In the event of a breach of these Terms of Use by you, Valency will return your funds to your linked bank/ADI account, unless we reasonably believe that you have committed any fraud, misconduct, any breach of Clause 16, or any other illegal activity. Valency may exercise any rights it has to recover any fiat currencies or Coins which are afforded to it under the Terms of Use or at law.

19. Valency encourages users to report any problems or vulnerabilities with our Platform and Services by submitting a support request on our website or emailing us at Valency Support. If you notify us in good faith, we will not restrict your use of our Platform or Services.

Trading and Using Your Valency Account

20. Valency will use its best endeavours to ensure that it meets its deposit and withdrawal timeframes. From time to time factors outside of Valency's control may lead to delays. You acknowledge that Valency is not responsible for any losses that occur due to delays in processing deposits or withdrawals.
21. For security purposes, the bank/ADI account linked to your Valency account, or any other BPAY or payment account, must be held in your name in order to facilitate all deposits and withdrawals to/from your Valency account. If your bank/ADI or payment accounts are not held in your name, we may limit and suspend your use of Valency's Platform and Services until you supply the details of a bank/ADI or payment account in your name.
22. By using Valency's Platform and Services, you acknowledge that Valency is not responsible for any delays you may experience in sending and transferring Coins to and/or from Valency's Platform to other platforms, websites, users or wallets. These delays may be due to issues beyond Valency's control, including issues with third party websites and platforms, wallets, congestion of the blockchain and Valency moving Coins into a secure storage vault or platform.
23. In addition to buying, selling, converting and trading Coins, you are only permitted to send your Coins to another user, platform, website or to your personal wallet. Due to the evolving nature of the technology, any technical issues regarding the blockchain and use of the network are beyond Valency's control and Valency reserves the right to cancel transactions you have initiated which are delayed beyond a reasonable time or lapse due to time delays. In such circumstances, you may need to execute the transaction again or at another time.
24. In the circumstance where you have received, acquired or accumulated any funds or assets due to an error, glitch, or loophole, Valency may take reasonable action, including but not limited to restricting access or deducting the amount you have received, acquired or accumulated from the balance of the Coins or fiat currency held in your account. We will notify you if such an error, glitch or loophole has occurred or been discovered and if we decide to exercise our right to recover the misappropriated funds or assets from your account.
25. If you deposit fiat currency into your Valency account but Valency does not receive cleared funds from your bank or other ADI after having credited your account with that value of fiat currency, Valency reserves its right to recover that fiat currency from that or any other fiat currencies held in your account without notice to you.
26. If any Coins are credited to your account on the Platform prior to Valency having received cleared funds from your ADI, Valency reserves its right to recover those Coins that have been credited to your account without notice to you. If those Coins cannot be recovered in full then Valency reserves the right to recover the value of those Coins from any other fiat currencies or Coins held in your account, at Valency's absolute discretion by giving you prior notice. Valency may deduct or set off the debt owed to it from any Coins and fiat currencies held in your account on the Platform.
27. If your account is suspended in accordance with these Terms of Use and you do not respond to any of our attempts to contact you after the payment of the uncleared funds, Valency will consider your account, and all Coins and fiat currencies within your account, to have been forfeited by you.

28. It is your responsibility to check your Valency account and monitor the movement of your Coins including any pending, lapsed or cancelled transactions or purchases through your transaction history and to re-execute any transactions which fail.
29. All deposits and withdrawals made are subject to the limits displayed on our Platform and Services. This amount may change from time to time due to the blockchain as well as the user demand, market activity and the price of particular Coins. We may, in some instances, use our discretion to allow deposits and withdrawals which exceed the limit displayed.
30. All fiat currency deposits and withdrawals can only be made to and from a financial institution account held by the verified Valency account holder. We may, in some instances, use our discretion to allow deposits from and withdrawals to a financial institution account that is not held by the verified Valency account holder.
31. It is your responsibility to enter the correct BSB and account number for any AUD withdrawals or deposits made by you. Valency does not, and will not check the details that you enter, including whether the BSB and account number entered belong to you. If you enter incorrect bank details, it will not be Valency's responsibility to recover those funds from the unintended recipient. Valency is not liable for any loss or liability incurred by you as a result of any fiat currencies being sent to an unintended bank account.
32. During periods of market volatility, high volume trades, fast movement and illiquidity in the market, the market rate in which you buy, sell or trade Coins may be different to the price indicated on our Platform and as such we will be unable to execute your order and will return the funds to your account. Valency is not liable for any price variation due to market volatility, market or technology disruptions, delays or any other matters that are outside Valency's control. Valency may reasonably decide not to execute a trade if the market rate significantly increases or decreases or in the event of a market disruption or other event, which is outside its control. In such cases, Valency may cancel your buy or sell order and return the funds into your Valency account. Valency will exercise reasonable care to notify you of these events and, when you receive a notification, you must check your account and any pending or cancelled transactions.
33. When you have made a buy, sell or swap order through our Platform, Valency will carry out that order as a binding instruction from you. If you ask Valency to cancel, amend or reverse the buy, sell or swap order, Valency is not obliged to do so where it is unreasonable to do so or in circumstances where doing so would cause Valency inconvenience or cost.

Conversion Services and Fees

34. A conversion fee applies to all transactions where Coins are purchased, sold or traded. By using the Valency Platform, you accept and acknowledge that we may adjust our conversion fees at any time. Valency will notify you of the conversion fees that apply to your transaction at the time of the transaction.
35. A conversion rate applies to all transactions where Coins are purchased, sold or traded. By using the Platform you accept the conversion rate applicable from time to time. Valency will notify you of the conversion rate that applies to your transaction at the time the transaction is made. For more information on the conversion rate, see Pricing FAQ.
36. We reserve the right to delay, suspend or cancel a trade or transaction if we believe the trade or transaction may be subject to law enforcement action, illegal activity or fraud, including but not limited to the activities outlined in Clause 16.
37. We reserve the right to delay, suspend or cancel a trade or transaction if there are technical reasons that prevent us from completing the transaction, or if Valency is unable to execute the transaction. This may be subject to reliance on a third party supplier or provider, or due to technical difficulties.

Termination

38. Valency may suspend, limit, restrict, deactivate or terminate your access to Valency's Platform and Services, including your Valency account, if:
- a. You gain or attempt to gain unauthorised access to the Platform or another Valency member's account;
 - b. You allow or facilitate a third-party to gain unauthorised access to the Platform or to your Valency account;
 - c. There is a technical or operational difficulty;
 - d. You use, or we reasonably suspect you of using, Valency's Platform or Services in order to perform illegal or criminal activities, fraud, money laundering, terrorist financing or financial crime including any breach of the laws regarding sanctions and bribery;
 - e. Your use of the Valency Services is subject to any pending investigation, litigation or government proceeding;
 - f. You fail to pay or fraudulently pay for any transactions;
 - g. We are unable to support your use;
 - h. We have concerns about the security of your Valency account or that a transaction is suspicious, fraudulent, erroneous or illegal;
 - i. You take any action that may circumvent these Terms of Use or our control by abusing any promotions, rewards or referral programs that we may offer at any given time;
 - j. You breach any terms of this Terms of Use Agreement or Valency's Privacy Policy;
 - k. You falsify information in relation to your Valency account or you mislead us (including by omitting information we reasonably require) in relation to opening or administering your Valency account; and
 - l. Valency receive a request from a law enforcement or government agency to do so; or
 - m. You deposit fiat currency into your Valency account and Valency credits your account with the same value of fiat currency as the deposit, but Valency does not receive cleared funds from your bank or other ADI after having credited your account with that fiat currency.
39. You may cancel your Valency account at any time, following the settlement of any pending transactions or trades, and provided you comply with any account closure requirements. You will not be charged any fees for cancelling your Valency account, however you must pay any outstanding amounts owed to us.
40. In the event that your Valency account is suspended, limited, restricted, deactivated or terminated, we are in no way obliged to honour or reinstate a transaction or price on the same terms had the suspension, limitation, restriction, deactivation or termination not occurred. We are under no obligation to return fiat currencies or Coins to you if your Valency account is suspended or deactivated due to a breach of these Terms of Use.

Indemnity

41. To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Valency (and each of its associated entities, directors, officers, affiliates, employees, service providers, members, representatives and agents, collectively the “ Indemnified Parties”) from and against all claims, demands, actions, suits, proceedings, liabilities, losses, damages, penalties, fines, expenses and costs (including reasonable legal costs awarded by a court) which arise out of or relate to:
- a. your conduct and use of our Platform and Services;
 - b. your breach of these Terms of Use, Valency’s Privacy Policy and/or AML-CTF Policy;
 - c. your breach of any law, regulation or rule;
 - d. your violation or breach of Valency’s copyright, intellectual property, trade secrets, patents, trademarks, service marks or any other proprietary right under law;
 - e. your failure to secure or keep secret your Valency account password or private key;
 - f. any information that you provide to us via our Platform and Services;
 - g. any damage that you may cause to our Platform and Services, to any Valency user or any other person or entity; or
 - h. any right exercised by Valency under these Terms of Use.
42. This indemnity includes without limitation, liability relating to intellectual property rights, defamation and breaches of privacy.

Liability

43. To the maximum extent permitted by law, Valency does not guarantee the quality, performance or fitness for purpose of the Platform and Services or the completeness, accuracy or currency of statements, representations and information of others (including without limitation data, reports and analyses) provided via the Platform and Services and Valency will not be liable to any person or entity for any direct, indirect, consequential or other loss, damage, liability, claim or expense (however caused, including due to negligence or breach of contract) which may arise out of, or in connection with, the use of the Platform and Services or the use of or reliance on information contained on or linked to the Platform and Services.
44. To the maximum extent permitted by law, the total aggregate financial liability of the Indemnified Parties to you, whether in contract, tort or statutory liability or otherwise, is limited to supplying the Platform and Services again or payment of the cost of having the Platform and Services supplied again.
45. We do not provide any warranty in relation to your use of Valency's Platform and Services and we do not provide any warranty that the information displayed on our Platform and in relation to the Services is up-to-date, accurate or complete.
46. Valency's Platform and Services does not provide information to evaluate whether or not you should invest, use and trade in Coins. We give no warranties, guarantees or accept any liability (except that which cannot be excluded by law) in relation to the statements, representations and information of others (including without limitation data, reports and analyses) displayed on our Platform and in relation to the Services.
47. You should independently satisfy yourself as to the information provided through Valency's Platform and Services. You agree to use Valency's Platform and Services at your sole risk and at an "as is" basis.
48. You agree that refunds on all purchases made through valency are non-refundable. By completing a transaction, you acknowledge and agree that you will not be entitled to a refund, credit, or compensation for any reason. This includes, but is not limited to, market fluctuations, accidental purchases, or changes in your personal circumstances. Please ensure that you thoroughly review your transactions before confirming them, as we are unable to reverse or alter completed transactions.

Use of our Platform and Services

Security

49. The transmission of information over the Internet (including to or from our Platform and Services) is not completely secure or error free. In particular, emails to or from us and information submitted to or accessed via this Platform may not be secure and you should use discretion in deciding what information you send to us via these means.
50. Emails to and from us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code.
51. You acknowledge that you use the Platform and Services (and obtain and transmit data to it) entirely at your own risk, that it is provided on an “as is” basis and that we do not make any representations or warranties as to the security, availability of our Platform and Services or that your access or use will be uninterrupted, timely or secure.
52. Valency securely stores Coin private keys and other information in order to maintain the security and integrity of the system. We are committed to protecting users’ Coins and other information we collect from you and hold in highly secure data centres operated by a third party. The data centres used have ISO 27001, 27017 and 27018 certifications and PCI DSS7 compliance. This has been independently audited by third parties. ISO 27018 certification has also been achieved for our data centre partners, which demonstrates a system of controls in place that specifically address the privacy protection of customer content. We ensure that your information is safe by managing access controls, such as identity, access management, permissions and security credentials. Access to personal information is only granted to an employee of Valency to carry out duties required to support our customers. Strong, multi-factor authentication is used and access is revoked when no longer required.
53. Valency uses a two-factor authentication process in order to verify your identity, maintain security and prevent any fraud.
54. As part of Valency’s commitment to protecting your Coins and in the interest of your security, all significant financial and trading transactions made by you from the Valency Platform to another third party website, platform or user, as well as all AUD withdrawals from the Platform to your personal bank account, may be required to be performed using Valency’s two-factor authentication. Valency users may be required to implement and use two-factor authentication for all withdrawals and transactions to buy, sell and trade Coins. It is your responsibility to implement such measures, programs and applications onto your computer, phone or any other device, and how to use these security measures in order to complete the transaction. For more information about how to secure and protect your Coins, see Security Recommendations.
55. As part of operating our Platform and Services, Valency may hold your funds, assets or Coins on different exchange platforms.
56. By using our Platform and Services, you agree to provide us with current, accurate and complete information, including any personal information, and agree to keep such information up to date.

57. Valency may provide your personal information or any other information such as your IP address or when your account was last accessed if requested by a law enforcement agency or government agency.
58. By creating a Valency account, you authorise Valency to make enquiries to verify your identity either directly or through third parties, in order to protect our Platform, Services and other users against fraud. In order to verify your account, you will provide us with personal information which will be verified against databases in your country, as such it is imperative that you provide us with accurate and up-to-date information. The verification of your identity and on-boarding of your account may take up to 10 business days to complete. You represent and warrant that the information you provide to us through our Platform is correct and up-to-date.
59. We cannot guarantee the identity of any other user, receiver or other party you engage with.
60. You agree that you will not use any other Valency account other than your own account, or access the account of another member or assist others in obtaining unauthorised access. If you use or obtain access to a Valency account, other than your own, this will result in immediate suspension and possible termination of your account and the other member's Valency account. Any pending transactions or trades will also be suspended.
61. You are accountable for maintaining and preserving the confidentiality of your account information, the personal information you provide to Valency, the strength level of your password, protecting your Coins by using a digital wallet and any other activities you undertake when using our Platform and Services. In the interests of your security, Valency does not hold large numbers of Coins within the Platform as this is a security risk and may increase your exposure to hacking and misappropriation of your Coins.
62. You must notify Valency immediately of any unauthorised access or use of your account, Card, password or any other applicable breach of our Platform and Services by submitting a support request on our website.

Linking and Framing

63. This Platform may contain links to other websites (Third Party Website) and may display content or information from other websites within frames on this Website (Third Party Content). When you click on those links or access Third Party Websites through the Platform, we may earn a payment as a result of that advertising or that referral.
64. We are not responsible or liable for the Third Party Website, any Third Party Content nor for any infringement of third party intellectual property rights as a result of hosting links to Third Party Websites and Third Party Content on the Platform.
65. We are not responsible or liable for the handling, use or disclosure of any personal information collected by a third party (including information collected through a Third Party Website) and we are released from any liability resulting from the third party's failure to handle, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth).
66. We do not warrant the accuracy, currency or suitability for any purpose of the Third Party Websites or Third Party Content nor do we endorse the offers, products or services which they promote.

67. All statements, representations, offers, products or services provided through Third Party Websites and Third Party Content are the sole responsibility of the operator of the Third Party Website or the author of the Third Party Content and in so far as such links to Third Party Websites or Third Party Content are hosted on the Platform they are done so at the request of the operator or author for the purposes of promoting their offers, products and services. Except where expressly stated otherwise, we do not act as agent, representative, partner or in any other capacity on behalf of such operator or author.

Cookies

68. We may use cookies to identify your computer on our server and so we can track your use on our Platform. In some instances cookies may collect and store personal information about you. Such personal information will only be used by us in accordance with our Privacy Policy.

Intellectual Property

69. All information, graphics, data, prices, charts, video, audio and any other material (**Platform Material**) displayed on or available on the Platform, and all the underlying source code and software, is owned or used under license by us, except where expressly stated in these Terms of Use or elsewhere on the Platform.

70. This Platform, all Platform Material and any intellectual property which vests in either of them is protected by copyright. You may download and print content from this Platform for your own personal or internal business purposes only. You must not publish, adapt, communicate to the public, distribute to third parties, amend or make any other copy of information on this Platform without our prior written consent or otherwise do anything which would infringe our intellectual property rights in the Platform or the Platform Material.

71. All trademarks, registered trademarks, product names, logos and company names mentioned on this Platform are either owned by us or are displayed under licence or with permission from the owner. Those third-party marks, logos and names remain the property of their respective owners.

72. Reference on the Platform to any companies, products, services, branding, offers or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us or the respective trademark owner.

Privacy

73. Any personal information we collect about you via this Platform will only be used and disclosed by us in accordance with our Privacy Policy.

General

74. Valency will communicate with customers by email and telephone and will never provide links to other websites or request sensitive information such as 2-factor codes and passwords. If you are not sure if the email or telephone call you received is secure and from a trusted source, please email us at [Valency Support](#) and we will be able to assist you.
75. By using Valency's Platform and Services, you accept that it is your responsibility to determine whether and to what extent, any taxes apply to any transactions or trades you conduct through our Services. It is also your responsibility to seek professional tax advice with respect to personal, business and self-managed superfund Valency accounts as well as to ensure that you are compliant and that the platform and features satisfy your requirements. Valency does not provide any advice or take any responsibility for information that you receive through our Platform and Services.
76. The Terms of Use published on the date you view them on the Platform supersede all prior versions.
77. If any provision of the Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining parts of the Terms of Use will be in full force and effect.
78. If we are unable to perform our Services as stipulated in the Terms of Use due to circumstances out of our control, including but not limited to, change of law, regulations or policy, or an event of Force Majeure, we will not be held liable.
79. These Terms of Use are governed by the laws of the State of Queensland and in the event that we have a legal dispute relating to this Platform or these Website Terms and Conditions, the Courts of Queensland will have non-exclusive jurisdiction.