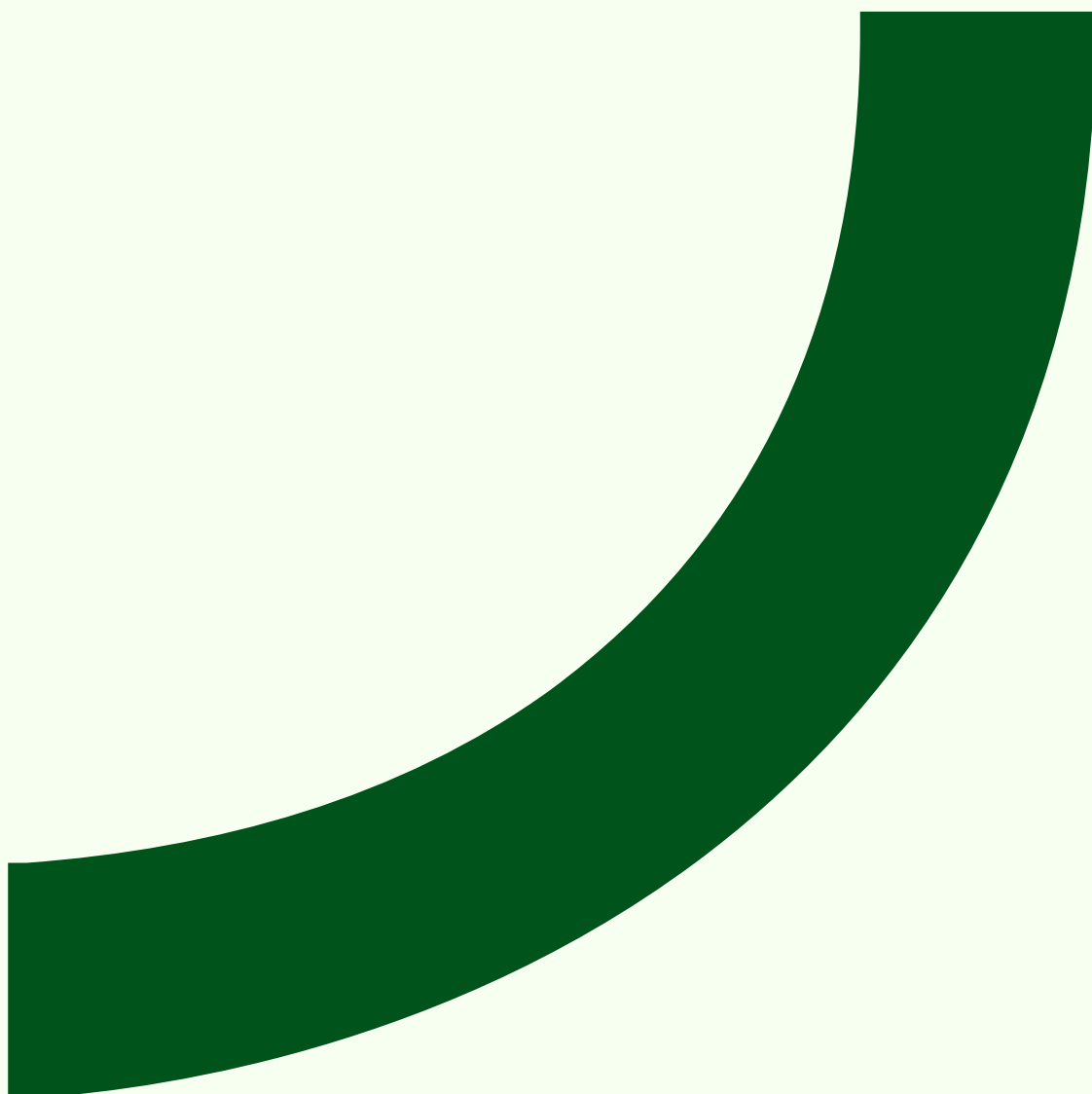




SelfWealth Limited Terms and Conditions

9 November 2023



SelfWealth Ltd
Level 7, 130 Lonsdale Street, Melbourne VIC 3000
ABN 52 154 324 428, AFSL 421789

Table of Contents

<i>SelfWealth Limited Terms and Conditions</i>	4
<i>PART A: OVERVIEW</i>	5
<i>Registration & Services</i>	5
<i>1. Your acceptance</i>	5
<i>2. Changes to the Selfwealth Services</i>	5
<i>3. AML/CTF Obligations</i>	6
<i>PART B: SELF DIRECTED MEMBER PLATFORM</i>	7
<i>4. Nature of the Solution</i>	7
<i>5. Becoming a Self-Directed Member</i>	7
<i>6. Cancellations of Membership and Refunds</i>	9
<i>Australian Trade Service</i>	9
<i>7. Australian Trade Service</i>	9
<i>8. Corporate Actions</i>	10
<i>9. Australian Trade Service Instructions</i>	10
<i>10. Order Types</i>	11
<i>11. Advanced Orders</i>	11
<i>12. Responsibility for Australian Trade Service</i>	12
<i>International Trade Service</i>	13
<i>13. International Trade Service</i>	13
<i>14. Corporate Actions</i>	14
<i>15. International Trade Service Instructions</i>	15
<i>16. Order Types</i>	16
<i>17. Advanced Orders</i>	16
<i>18. Responsibility for International Trade Service</i>	17
<i>19. Extended Hours Trading Risk Disclosure (U.S securities markets only)</i>	18
<i>20. Board Lots and Odd Lots (on the HK Securities Exchange only)</i>	19
<i>21. Termination of Self-Directed Trade Service</i>	19
<i>PART C: ADVISER PLATFORM</i>	20
<i>22. Solution & Adviser Platform</i>	20
<i>22.1 Nature of the Solution</i>	20
<i>22.2 Nature of the Adviser Platform</i>	20
<i>23. Adviser Registration</i>	20
<i>24. Becoming an Adviser Client</i>	20
<i>25. Australian Trade Service</i>	21

26.	<i>Corporate Actions</i>	<i>22</i>
27.	<i>Australian Trade Service Instructions.....</i>	<i>23</i>
28.	<i>Order Types</i>	<i>24</i>
29.	<i>Advanced Orders.....</i>	<i>24</i>
30.	<i>Responsibility for Australian Trade Service</i>	<i>24</i>
31.	<i>International Trade Service</i>	<i>25</i>
32.	<i>Corporate Actions</i>	<i>27</i>
33.	<i>International Trade Service Instructions</i>	<i>27</i>
34.	<i>Order Types</i>	<i>28</i>
35.	<i>Advanced Orders.....</i>	<i>29</i>
36.	<i>Responsibility for International Trade Service</i>	<i>29</i>
37.	<i>Extended Hours Trading Risk Disclosure (U.S Markets Only).....</i>	<i>30</i>
38.	<i>Board Lots and Odd Lots (on the HK Securities Exchange only)</i>	<i>31</i>
39.	<i>Adviser Obligations.....</i>	<i>31</i>
40.	<i>Termination of Adviser Services.....</i>	<i>32</i>
41.	<i>General.....</i>	<i>34</i>
42.	<i>Portfolio Information</i>	<i>34</i>
43.	<i>Suspension or Termination of Trading Services</i>	<i>34</i>
44.	<i>Third Party Information.....</i>	<i>35</i>
45.	<i>No Recommendations</i>	<i>36</i>
46.	<i>Recording of Conversations.....</i>	<i>37</i>
47.	<i>Disclosure</i>	<i>37</i>
48.	<i>Intellectual Property</i>	<i>38</i>
49.	<i>Privacy.....</i>	<i>38</i>
50.	<i>Prohibited Uses.....</i>	<i>39</i>
51.	<i>Registration and Login</i>	<i>40</i>
52.	<i>Account security.....</i>	<i>40</i>
53.	<i>Disclaimer of Warranties and Limitation of Liability</i>	<i>41</i>
54.	<i>Indemnity</i>	<i>43</i>
55.	<i>Jurisdiction and Law.....</i>	<i>43</i>
56.	<i>Severability.....</i>	<i>43</i>
57.	<i>One signature on accounts with multiple signatories</i>	<i>43</i>
58.	<i>Third Party Beneficiary.....</i>	<i>43</i>
59.	<i>Contacting Selfwealth</i>	<i>43</i>
60.	<i>Definitions and Interpretation.....</i>	<i>44</i>

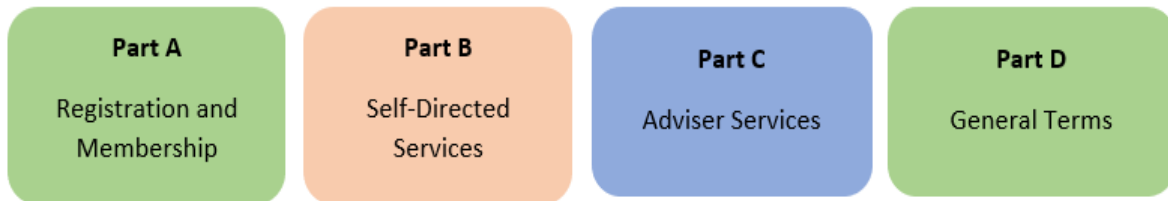


9 November 2023

SelfWealth Limited Terms and Conditions

These terms and conditions contain important information, including disclaimers and limitations of liability.

This document is separated into 4 sections:



Refer to the details below to ensure you have read and understood all sections which apply to you, based on your registration type.

Self-Directed Members

You are a self-directed member if you have registered for your Selfwealth trading account directly with Selfwealth via our website and completed the online application form.

Adviser and Adviser Clients

You are an Adviser if you have registered your Australian Financial Services Licence (AFSL) and executed an AFSL Access Agreement with Selfwealth.

You are an Adviser Client if you registered for a Selfwealth Trading Account via your financial adviser who is registered with SelfWealth under the Adviser Services Platform.

Users	Sections which apply based on your Registration type.
Self-Directed Members	<ul style="list-style-type: none">• Part A, page 5• Part B, page 7• Part D, page 34
Adviser and Adviser Clients	<ul style="list-style-type: none">• Part A, page 5• Part C, page 20• Part D, part 34

PART A: OVERVIEW

Registration & Services

This section applies to all Self-Directed Members, Advisers and Adviser Clients.

1. Your acceptance

- (a) These are the terms and conditions (**Terms**) on which SelfWealth Ltd ABN 52 154 324 428 (AFSL 421789) (referred to as **Selfwealth, we, us, our**) permits Users (collectively referred to as **you, your, User**) to use the following Selfwealth Services.
 - (i) access and use the public elements of our website www.Selfwealth.com.au (**Website**);
 - (ii) access and use the Member only elements of the Website, Australian Trade Service and International Trade Services;
 - (iii) make use of the trading, portfolio and performance management solution provided by us (**Solution**) by any means (including through the Website);
 - (iv) in the case of Advisers:
 - (A) access and use the Adviser Platform only elements of the Website, Australian Trade Service and International Trade Services;
 - (B) make use of the Solution on behalf of their Adviser Clients as part of their access and use of the Adviser Platform only elements of the Website;
 - (v) view or interact with any content, information, communications, advice, text, or other material provided by us through the Website, App, Solution, Australian Trade Service or International Trade Service (**Content**); and
 - (vi) communicate with us,
- (b) (Collectively, the **Selfwealth Services**). Unless otherwise specified, each of the Terms apply to each User.
- (c) You agree to be bound by these Terms by using, browsing or accessing any part of the Selfwealth Services. If you do not accept these Terms, you must not use the Selfwealth Services.
- (d) We may from time-to-time review and update these Terms, including to take account of new laws, regulations, products or technology. Your use of the Selfwealth Services will be governed by the most recent Terms posted on the Website. Where we make a material change to the Terms which materially affects your use of the Selfwealth Services we will provide you with [10] Business Days' prior written notice via email or via the Solution that the updated Terms are available on the website. We may provide you with a shorter period of notice if Applicable Law requires the amendment to take effect more quickly. If you do not accept the updated Terms, you should cease using the Selfwealth Services. By continuing to use the Selfwealth Services after the end of the notice period, you agree to be bound by the updated Terms,

2. Changes to the Selfwealth Services

- (a) Where we make a material change to the Selfwealth Services we will provide you with [10] Business Days' prior written notice via email or via the Solution.

3. AML/CTF Obligations

You acknowledge and agree:

- (a) In order for Selfwealth to meet its obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and associated Rules (AML/CTF obligations), Selfwealth is required to collect personal information to verify the identity of its Users as well as certain information about the beneficial owners of the Users;
- (b) Conducting an electronic verification of your identity may involve Selfwealth disclosing your Personal Information which you provide us:
 - (i) to the issuer of your identity record (e.g. driver's license or passport) via third-party providers which utilises the government managed Document Verification System (DVS); and/or
 - (ii) to a Credit Reporting Body to verify your identity and obtain an assessment of whether the information you have provided to us including your name, residential address, and date of birth matches the information provided by the Credit Reporting Body.
- (c) Selfwealth is not liable for any loss incurred by you as a result of any action of Selfwealth which either delays a Selfwealth Account being opened or results in an Application being declined, when these actions are necessary for Selfwealth to comply with its AML/CTF obligations;
- (d) Selfwealth may request further information from you from time to time to verify:
 - (i) your identity or your status as a politically exposed person (PEP) and/or an associate of a politically exposed person (PEP); and/or
 - (ii) the source of monies credited or to be credited to your Selfwealth Account; and/or
 - (iii) any trading activities undertaken on your behalf or other services provided to you; and
 - (iv) you agree to provide Selfwealth with whatever additional information is reasonably required in order for, Selfwealth to meet its AML/CTF obligations generally.
- (e) to allow ANZ to disclose to us any Personal Information related to you which has been obtained by or held by ANZ and disclosed as part of the Enhanced Balance and Transaction Reporting Program, in accordance with ANZ's Privacy Policy, as is displayed on the ANZ website at <https://www.anz.com.au/privacy/centre/policy/>; and
- (f) that Selfwealth may use and disclose your Personal Information which has been obtained by or held by us for the purpose of compliance with AML/CTF Obligations, including to disclose it to a regulator, ANZ, the Broker or the International Broker.

PART B: SELF DIRECTED MEMBER PLATFORM

This section applies to Self-Directed Members who wish to access the Australian Trade Service or the International Trade Service.

4. Nature of the Solution

- (a) The Solution is intended to provide Members with self-directed tools to manage their Portfolio and investment performance.
- (b) The Solution provides the following functionality:
 - (i) Members can enter information about their existing Portfolio manually, in accordance with clause 42 'Portfolio Information'.
 - (ii) Members can view the End of Day Prices of Available Investments;
 - (iii) Members can track the historical performance of their existing Portfolio or any other Portfolio of Available Investments;
 - (iv) Members can make their existing verified Portfolio (including the Available Investments which it contains and its historical performance) visible to other Members on an anonymous basis (Peer Portfolios);
 - (v) Members can track and compare the historical performance of Peer Portfolios.
 - (vi) Members can Watch unlimited Peer Portfolios.
 - (vii) While Watching a Peer Portfolio, a Member:
 - (A) can view the Available Investments which it contains;
 - (B) will be notified of any changes to the Available Investments which it contains; and
 - (C) can use the Peer Portfolio to create a Portfolio for the Member;
 - (viii) tools for tracking and comparing the historical performance of Portfolios and Available Investments. Comparisons between Portfolios may exclude certain Portfolios which Selfwealth considers cannot be reliably compared (including Portfolios which have been recently entered into the Solution); and
 - (ix) subject to these Terms, access to the Australian Trade Service or International Trade Service.

5. Becoming a Self-Directed Member

- (a) You may apply to become a Self-Directed Member by completing the online Application Form and providing all required information. Selfwealth may accept or reject your application in its sole discretion.
- (b) If your application to become a Member is accepted, you grant Selfwealth a limited power of attorney to undertake and carry out certain actions on your behalf in relation to your Selfwealth Trading account as detailed in the Applicant Declaration of the Application Form(s).

- (c) If your application to become a Member is accepted, and you elect to subscribe to one of Selfwealth's membership options and if any Membership Fee is payable, such Membership Fee must be paid:
 - (i) Monthly or annually in advance;
 - (ii) by providing Selfwealth with credit card details or making payment in advance by direct debit from your AUD Cash Balance; and
 - (iii) in accordance with any other requirements contained in the Application Form.
- (d) At any time Selfwealth may vary the Membership Fee by giving you [10] business days' prior written notice via email or the Solution. The amended Membership Fee will take effect from the next membership period following the expiry of the notice period.
- (e) Failure to pay the Membership Fee within 10 Business Days after it is due for payment constitutes a material breach of the Terms and will entitle Selfwealth to revoke access to subscribed features. We will notify you in writing via email or via the Solution that payment has not been received.
- (f) If Members pay an annual Membership Fee they:
 - (i) must complete the online Application Form authorising a payment in advance, available at www.selfwealth.com.au; and
 - (ii) are entitled to the number of Trades specified through the offer as part of the annual Membership Subscription. Any unused Trades at the end of the 12-Month period will expire.
- (g) If a Member participates in an introductory offer or free trial for which there is no Membership Fee payable, the period for which no fee is payable will be a minimum of 14 days.
- (h) Selfwealth does not offer refunds on any monthly Membership Fees where a Member elects to cancel their monthly paid membership subscription. The membership will continue to the end of the current billing cycle and then revert to the standard Trading account (no membership fee). Refunds are available for [annual] Membership Fees in respect of any unused whole months in your membership year.
- (i) Subscribing to one of Selfwealth's annual membership options is subject to a 30 (calendar) day cooling off period. You will be entitled to a partial refund if you cancel within this time. The value of the refund will be calculated on the remaining 11 months of your membership, less the value of any free trades used during the cooling off period.
- (j) If you switch between one of the paid membership options halfway through a billing cycle, your next bill will be adjusted on the following basis:
 - (i) A credit is applied for the unused portion of the existing membership option;
 - (ii) The cost of the new plan will be charged for the remaining period of the current billing cycle; and
 - (iii) Changes to all features and services will be applied immediately.
- (k) From time to time, Members may be entitled to Bonus Trades. Such Bonus Trades will be on the terms specified through the Solution and may be restricted to certain Available Investments and subject to expiry dates specified by us.

6. Cancellations of Membership and Refunds

- (a) You may cancel your paid membership and revert to a standard membership option at any time with changes taking effect from the next billing cycle.
- (b) Where we give you notice that we intend to make a material change to the Terms under clause 1(d), you may terminate your membership. Where you do so during an annual membership period, you will be entitled to a pro-rata refund of your annual Membership Fee.

Australian Trade Service

7. Australian Trade Service

- (a) Members who wish to access the Australian Trade Service must:
 - (i) have opened a Selfwealth Account;
 - (ii) open a broking account with the Broker, being FNZ Custodians (Australia) Pty Ltd (trading as "FNZ Securities") ABN 88 624 689 694 AFSL 507452 and authorise Selfwealth to provide trading and other related instructions to the Broker on the Member's behalf. By doing so, the Member agrees to be bound by the Broker Terms & Conditions as amended from time to time; and
 - (iii) appoint Selfwealth as the Member's agent for the purposes of providing Trade instructions to the Broker through the Australian Trade Service.
 - (iv) agree and authorise Selfwealth to hold your Cash Balance in respect of the Australian Trade Service on your behalf in a trust account (**Trust Account**) with Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (**ANZ**). Selfwealth holds the Trust Account in its name as bare trustee for you.
- (b) You agree that funds deposited to your AUD Cash Balance may not be available for withdrawal for 3 business days or until the funds have cleared, excluding deposits resulting from the sale of securities or the receipt of cash dividends. After this time, the funds may be withdrawn by you to your nominated bank account.

The name of your nominated bank account, used for the withdrawal of funds from your AUD Cash Balance account, must match the name of your Selfwealth trading account. Where either your nominated bank account or Selfwealth trading account is in joint names, the other account must match one or both of those names.
- (c) Selfwealth is not entitled to withdraw any amounts from your Cash Balance in the Trust Account, except in accordance with a direction from you, including any standing directions given by you under these Terms or otherwise given by you to Selfwealth from time to time. Selfwealth represents that, as any amounts held by Selfwealth in the Trust Account are held on bare trust for Members, they would not be available to Selfwealth's creditors, in the event of Selfwealth's insolvency or otherwise.
- (d) The Trust Account cannot be used by you for any purpose other than the Australian Trade Service in accordance with these Terms. Amounts can be deposited into the Trust Account only by electronic transfer and not by visiting an ANZ branch.
- (e) You direct Selfwealth to deduct from your Cash Balance any amounts payable in connection with your Trades (including settlement amounts, fees, interest and any other costs or charges) and any fees payable to Selfwealth or a Broker under these Terms.

- (f) Selfwealth may retain interest earned on your Cash Balance that is paid by ANZ. If Selfwealth passes on any portion of interest earned on your Cash Balance, Selfwealth may vary any amount passed on from time to time. We will provide you with [10] Business Days prior notice of any change to the portion of interest passed on.

8. Corporate Actions

- (a) You are responsible for understanding the terms, impacts and actions required in relation to any Corporate Action event and for taking the necessary steps to seek further information or advice from the relevant issuer, share registry or a financial adviser.
- (b) You acknowledge Selfwealth is not obligated and may not advise you of Corporate Actions of any security which may be relevant to your Portfolio and you will not hold Selfwealth liable for any matter in relation to any Corporate Action, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (c) If you wish to take action with regard to a Corporate Action then you may contact Selfwealth who may pass on your instructions to the Broker for actioning subject to the Broker Terms & Conditions. However, you acknowledge that Selfwealth reserves the right to take no action in relation to any Corporate Action where it is not reasonably practicable to do so, such as receiving an invalid or incomplete instruction or where the issue has been closed or there is insufficient time to submit the instruction by the deadline. When certain Corporate Action events occur, your Securities may be altered and, as a result, we or the Broker are permitted to amend or purge any open orders or restrict your ability to deal in Securities or make other adjustments to your Account, or take other actions on your behalf, after the Corporate Action event has occurred, as may be reasonably necessary. We are not required to provide you with prior notice of us or the Broker exercising these rights.
- (d) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, we consider reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action, including buying back securities, correcting holding, adjusting cash balances and adjusting holdings.

9. Australian Trade Service Instructions

- (a) Before you can submit a trade instruction to buy Securities or Financial Products, you must have available funds in your Account.
- (b) Selfwealth will act as agent solely within the parameters of your instructions received through the Australian Trade Service.
- (c) Selfwealth may assume the authenticity of any instructions given or purportedly given through the Australian Trade Service by you or any person claiming to be your representative. Selfwealth is not obliged to enquire into any authenticity of instructions received through the Australian Trade Service and you authorise Selfwealth to act upon any instructions it reasonably believes to be authentic.
- (d) Selfwealth reserves the right at all times to decline to accept your instructions through the Australian Trade Service without prior notice where:
 - (i) your instructions are ambiguous, incomplete or unclear;
 - (ii) your instructions would result in a breach of the law including but not limited to ASX Market Integrity Rules;
 - (iii) it is not possible to place an order on the market;

- (iv) the security may be too thinly traded; or
 - (v) the security is subject to a trading halt.
- (e) Selfwealth will inform you of any instructions declined in accordance with clause 9(d) as soon as reasonably practicable.
- (f) Selfwealth will use its best endeavours to pass on accepted instructions, but Selfwealth does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time if:
 - (i) your instructions are contrary to the terms applicable to your Selfwealth Account and the Broker Terms & Conditions;
 - (ii) the Trade is unexecuted due to any act or omission of the Broker;
 - (iii) your instructions are ambiguous or incomplete;
 - (iv) your instructions would result in a breach of the law including but not limited to ASX Market Integrity Rules;
 - (v) the Cash Balance in your Selfwealth Account is insufficient;
 - (vi) your order may need to be manually vetted;
 - (vii) the security may be too thinly traded; or
 - (viii) the security may be subject to a trading halt.
- (g) If we receive notice from the Broker that a Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.
- (h) You and we acknowledge and agree:
 - (i) to comply with these Terms and (if relevant) the Terms of the Broker, all applicable laws, the Exchange Rules, ASX Clear Rules and ASX Settlement Rules and the directions, decisions and requirements of each Relevant exchange and the customs and usages of the Market; and
 - (ii) that all Transactions are subject to the Exchange Rules, ASX Clear Rules, the directions, decisions and requirements of a Relevant Exchange and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to Traded Products approved for settlement by ASX Settlement, the ASX Settlement Rules.

10. Order Types

- (a) Not all Order Types may be available across all markets, and some Order Types may not be available or offered on some exchanges.
- (b) You agree to familiarise yourself with the available order types before commencing to trade on any of the Trade Services.

11. Advanced Orders

- (a) **IMPORTANT** - The placement of contingent and/or conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may they be filled as intended by you as market conditions or technological issues (including the

unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.

- (b) Neither the Broker or Selfwealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.
- (c) Neither the Broker or Selfwealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (d) You agree that any conditional or contingent order placed by you is subject to the Broker's Terms and Conditions and Selfwealth's Terms & Conditions.
- (e) Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you agree it is not possible under ASX Market Integrity Rules to cancel the executed order, regardless of the subsequent price action.

12. Responsibility for Australian Trade Service

- (a) You acknowledge and agree that:
 - (i) Selfwealth does not recommend or endorse any investments in or available through the Australian Trade Service, and Selfwealth assumes no responsibility or liability in relation to the quality of such investments;
 - (ii) you authorise the Broker to provide information about your Portfolio to Selfwealth;
 - (iii) in addition to being bound by these Terms, you are bound by the Broker Terms & Conditions when using the Trade Service; and
 - (iv) it is your responsibility to assess and research each Trade and Available Investment and determine its suitability for your purposes.
- (b) To the greatest extent permissible by law, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:
 - (i) any defect in Selfwealth's computer systems that is beyond our reasonable control;
 - (ii) any delay, fault, failure in or loss of access to the Australian Trade Service;
 - (iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these circumstances, you will accept the transaction on the original terms;
 - (iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the Broker's computer systems that is beyond our reasonable control;
 - (v) your incorrect operation of the Australian Trade Service;

- (vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the Australian Trade Service;
- (vii) actions of third parties in respect of the Australian Trade Service including the Broker or other Service Providers; or
- (viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the Australian Trade Service;

except to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

International Trade Service

13. International Trade Service

- (a) Members who wish to access any of the International Trade Services must:
 - (i) have opened an Australian Trade Account and be complying with the terms applicable to the Australian Trade Service;
 - (ii) open a Selfwealth International Trade Account in an international domicile using the Application Forms available at www.Selfwealth.com.au;
 - (iii) open a broking account with the International Broker, being Phillip Capital Limited (ABN 14 002 918 247, AFSL 246827) and authorise Selfwealth to provide trading instructions to the International Broker on the Member's behalf. By doing so, the Member agrees to be bound by the International Broker's Terms & Conditions as amended from time to time;
 - (iv) appoint Selfwealth as the Member's agent for the purposes of providing International Trade instructions through the International Trade Service;
 - (v) provide Selfwealth with the Member's valid TFN; and
 - (vi) complete all required foreign tax forms and filings, including any applicable Internal Revenue Service (IRS) forms (such as W-8 forms).
- (b) You appoint the International Broker to execute any Currency Conversions relating to your trades in international Securities.
- (c) Where you do not provide Selfwealth with a valid TFN, Selfwealth may restrict your access to the International Trade Service.
- (d) In order to use an International Trade Service, you must direct Selfwealth to transfer funds from your Cash Balance (AUD) in the Trust Account to a foreign currency cash balance (**International Cash Balance**) in an International Trust Account. Funds transferred to/from your International Cash Balance in a Trust Account and your Cash Balance (AUD) will be subject to an exchange rate determined by the International Broker.
- (e) When you transfer funds from your AUD Cash Balance to your International Cash Balance, you agree to accept the indicative quote for the Currency Conversion. You agree to exchange the currency at a rate, which may be different from the estimated rate, depending on market movements and market disruption events reasonably determined by the International Broker and which includes fees, charges, and margins for executing the Currency Conversion.

- (f) You agree that you will bear the foreign exchange risks of a Currency Conversion, including but not limited to, the risks of cash held, or of interest or other income payments received, of expenses, taxation or other liabilities incurred in Currencies other than Australian dollars and of exchange controls or other laws that may prohibit or impose costs on the Currency Conversion and that we will not be liable for any loss suffered by you as a result of a Currency Conversion or the timing of a Currency Conversion, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (g) The International Broker holds your International Cash Balance on your behalf in a trust account together with the funds of other clients of the International Broker **(International Trust Account)** in accordance with the International Broker's Terms & Conditions.
- (h) Selfwealth's International Broker may not offer pre-market, or after-hours market services on some or all exchanges, however where services are available, you agree to the conditions and to operating within the parameters set by the Securities Exchange in relation to pre-market or after-hours trading, which may vary considerably from time to time, and with little or no notice.
- (i) To the greatest extent permissible by law, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:
 - (i) any defect in Selfwealth's computer systems that is beyond our reasonable control;
 - (ii) any delay, fault, failure in or loss of access to the International Trade Service;
 - (iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these circumstances, you will accept the transaction on the original terms;
 - (iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the International Broker's computer systems that is beyond our reasonable control;
 - (v) your incorrect operation of the International Trade Service;
 - (vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the International Trade Service;
 - (vii) actions of third parties in respect of the International Trade Service including the International Broker or other Service Providers; or
 - (viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the International Trade Service;

except to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

14. Corporate Actions

- (a) You are responsible for understanding the terms, impacts and actions required in relation to any Corporate Action event and for taking the necessary steps to seek further information or advice from the relevant issuer, share registry or a financial adviser.

- (b) You acknowledge Selfwealth is not obligated and may not advise you of Corporate Actions of any security which may be relevant to your Portfolio and you will not hold Selfwealth liable for any matter in relation to any Corporate Action, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (c) If you wish to take action with regard to a Corporate Action then you may contact Selfwealth who may pass on your instructions to the Broker for actioning subject to the Broker Terms & Conditions. However, you acknowledge that Selfwealth reserves the right to take no action in relation to any Corporate Action where it is not reasonably practicable to do so, such as receiving an invalid or incomplete instruction or where the issue has been closed or there is insufficient time to submit the instruction by the deadline. When certain Corporate Action events occur, your Securities may be altered and, as a result, we or the Broker are permitted to amend or purge any open orders or restrict your ability to deal in Securities or make other adjustments to your Account, or take other actions on your behalf, after the Corporate Action event has occurred, as may be reasonably necessary. We are not required to provide you with prior notice of us or the Broker exercising these rights.
- (d) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, we consider reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action, including buying back securities, correcting holding, adjusting cash balances and adjusting holdings.
- (e) Odd lot holdings are not supported on the Hong Kong securities exchange (HKEX). As such, the International Broker shall proceed to sell any odd lot balance you receive due to a Corporate Action. If an odd lot is sold on your behalf, you will receive confirmation of the trade and net proceeds will be credited to your International Cash Balance.

15. International Trade Service Instructions

- (a) Selfwealth will act as agent solely within the parameters of your instructions received through any of the International Trade Service.
- (b) Selfwealth may assume the authenticity of any instructions given or purportedly given through the International Trade Service by you or any person claiming to be your representative. Selfwealth is not obliged to enquire into any authenticity of instructions received through any International Trade Service and you authorise Selfwealth to act upon any instructions it reasonably believes to be authentic.
- (c) Selfwealth reserves the right at all times to decline to accept your instructions through the International Trade Service without prior notice where:
 - (i) your instructions are ambiguous, incomplete or unclear;
 - (ii) your instructions would result in a breach of the law;
 - (iii) your instructions would result in a breach of the relevant exchange rules;
 - (iv) it is not possible to place an order on the market;
 - (v) the security may be too thinly traded; or
 - (vi) the security is subject to a trading halt.
- (d) Selfwealth will inform you of any instructions declined in accordance with clause 15(c) as soon as reasonably practicable.

- (e) Selfwealth will use its best endeavours to pass on accepted instructions, but Selfwealth does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time if:
 - (i) your instructions are contrary to the terms applicable to your Selfwealth Account and the International Broker's Terms & Conditions;
 - (ii) the International Trade is unexecuted due to any act or omission of the International Broker;
 - (iii) your instructions are ambiguous or incomplete;
 - (iv) your instructions would result in a breach of the law including but not limited to the relevant exchange rules;
 - (v) your International Cash Balance is insufficient;
 - (vi) your order may need to be manually vetted;
 - (vii) the security may be too thinly traded; or
 - (viii) the security may be subject to a trading halt.
- (f) If we receive notice from the International Broker that an International Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.

16. Order Types

- (a) Not all Order Types may be available across all markets, and some Order Types may not be available or offered on some exchanges.
- (b) You agree to familiarise yourself with the available order types before commencing to trade on any of the Trade Services.

17. Advanced Orders

- (a) **IMPORTANT** - The placement of contingent / conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may the order be filled as intended by your instruction as market conditions or technological issues (including the unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.
- (b) Neither the International Broker or Selfwealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.
- (c) Neither the International Broker or Selfwealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (d) You agree that any conditional or contingent order placed by you is subject to the International Broker's Terms and Conditions and Selfwealth's Terms & Conditions.
- (e) Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you agree it is not possible to cancel the executed order, regardless of the subsequent price action.

18. Responsibility for International Trade Service

- (a) You acknowledge and agree that:
- (i) in addition to being bound by these Terms, you are bound by the International Broker's Terms & Conditions when using any International Trade Service;
 - (ii) you authorise the International Broker to provide information about your Portfolio to Selfwealth;
 - (iii) Selfwealth does not recommend or endorse any International Available Investments, and Selfwealth assumes no responsibility or liability in relation to the quality of such investments;
 - (iv) it is your responsibility to assess and research each International Trade and International Available Investment and determine its suitability for your purposes; and

you may incur additional costs (for example local stamp duties or commissions) for trades on certain international securities exchanges. These costs will be explained in the International Broker Terms & Conditions of the International Broker on the particular international exchange you will be trading and may be in addition to the fees outlined in the schedule of fees of our [Financial Services Guide](#).

- (b) To the greatest extent permissible by law, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:
- (i) any defect in Selfwealth's computer systems that is beyond our reasonable control;
 - (ii) any delay, fault, failure in or loss of access to an International Trade Service;
 - (iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these circumstances, you will accept the transaction on the original terms;
 - (iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the International Broker's computer systems;
 - (v) your incorrect operation of the International Trade Service;
 - (vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the International Trade Service;
 - (vii) actions of third parties in respect of the International Trade Service including any of the International Brokers or other Service Providers; or
 - (viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the International Trade Service,

except to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

19. Extended Hours Trading Risk Disclosure (U.S securities markets only)

- (a) You should consider the following points before engaging in extended hours trading on a U.S securities market exchange:
 - (i) "Extended hours trading" means trading outside of "regular trading hours."
"Regular trading hours" generally means the time between 9:30 a.m. and 4:00 p.m. (United States of America) Eastern Standard Time.
 - (ii) **Risk of Lower Liquidity.** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular trading hours. As a result, your order may only be partially executed, or not at all.
 - (iii) **Risk of Higher Price Volatility.** Volatility refers to the fluctuations in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater the fluctuation in price. There may be greater volatility in extended hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.
 - (iv) **Risk of Changing Prices.** The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular trading hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.
 - (v) **Risk of Unlinked Markets.** Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.
 - (vi) **Risk of News Announcements.** Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.
 - (vii) **Risk of Wider Spreads.** The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

20. Board Lots and Odd Lots (on the HK Securities Exchange only)

- (a) You should consider the following points before engaging in trading on the Hong Kong securities market exchange (HKEX):
 - (i) The term "board lot" is commonly used in Hong Kong's securities market to refer to a trading unit. While board lots are standardised on many exchanges at 100 shares, on the HKEX, it is determined by the issuer of the security and as such 'board lots' may be of differing sizes.
 - (ii) It is your responsibility to check the board lot size of a security before trading in the security and to remain aware of the board lot size for the securities you are trading, always.
- (b) Securities of less than one trading unit (i.e. one board lot) is commonly known as an odd lot in Hong Kong. Odd lots are not accepted by the Hong Kong Exchange's trading system for auto-matching, but there is a special lot market in the system for odd lots trading. Your International Broker may post their odd lot orders onto a designated screen on the trading system for matching by other Brokers.
- (c) It may be the case that the share prices quoted for odd lots will be less favourable than prices in board lot amounts in the same security, due to the reduced liquidity in the odd lot market.

21. Termination of Self-Directed Trade Service

In addition to termination under clause 43, your access to the Australian Trade Service or the International Trade Service will terminate automatically where your account with the Broker or International Broker, as applicable, is terminated.

PART C: ADVISER PLATFORM

This section applies to Advisers and Adviser Clients who wish to access the Australian Trade Service or the International Trade Service.

22. Solution & Adviser Platform

22.1 Nature of the Solution

- (a) The Solution is intended to provide Advisers and Adviser Clients with self-directed tools to manage an Adviser's Client Portfolios and investment performance.
- (b) The Solution provides the following functionality:
 - (i) You can enter information about their existing Portfolio manually, in accordance with clause 42 'Portfolio Information';
 - (ii) You can view the End of Day Prices of Available Investments;
 - (iii) You can track the historical performance of the Adviser Client existing Portfolio or any other Portfolio of Available Investments; and
 - (iv) subject to these Terms, access the Australian Trade Service or International Trade Services.

22.2 Nature of the Adviser Platform

- (a) The Adviser Platform is intended to provide an Advisers with tools to manage the portfolios of their Adviser Clients and investment performance on their behalf.
- (b) The Adviser Platform provides the following additional functionality to the Solution:
 - (i) subject to these Terms, access to the Trade Service and International Trade Services for Advisers on behalf of their Adviser Clients;
 - (ii) Adviser can operate a specific number of model portfolios containing Available Investments (**Adviser Model Portfolio**) through the Adviser Platform as determined by Selfwealth from time to time;
 - (iii) Adviser can make their Adviser Model Portfolios visible to their Adviser Clients and use the Trade Service to align their Adviser Clients' Profiles with their Adviser Model Portfolio;
 - (iv) Adviser can add additional fees on top of any brokerage costs charged to Adviser Clients pursuant to the terms of engagement between the relevant Adviser and Adviser Client.

23. Adviser Registration

- (a) You may register as an Adviser by completing the Adviser Registration Form as provided by from time to time and by providing all required information. Selfwealth may accept or reject your application to be an Adviser in its sole discretion.

24. Becoming an Adviser Client

- (a) You are an Adviser Client if you:
 - (i) are a party to an arrangement with a person who has been approved as an Adviser pursuant to clause 23(a) 'Adviser Registration'; and

- (ii) have authorised the Adviser to utilise the Adviser Platform to trade in Available Investments on your behalf under that arrangement.
- (b) If your application to become an Adviser Client is accepted:
 - (i) you grant Selfwealth a limited power of attorney to undertake and carry out certain actions on your behalf as detailed in the Application Form; and
 - (ii) a fee may apply if there are insufficient funds in an Adviser Clients' account to make payment or a transaction dispute is lodged with another institution. Please refer to the schedule of fees in the [Financial Services Guide](#).

25. Australian Trade Service

- (a) Advisers who wish to access the Australian Trade Service must:
 - (i) having previously obtained the informed written consent of their Adviser Clients, open a Selfwealth Account on behalf of each of their Adviser Clients using the application form as provided by Selfwealth to the Adviser Client;
 - (ii) open a broking account with FNZ Custodians (Australia) Pty Ltd (trading as "FNZ Securities") ABN 88 624 689 694 AFSL 507452, (the Broker) on behalf of each of their Adviser Clients and authorising Selfwealth to provide trading instructions to the Broker on behalf of the Adviser (having previously obtained such authorisation from each of their Adviser Clients). By doing so, the Adviser agrees to be bound by the Broker T&Cs; and
 - (iii) appoint Selfwealth as the Adviser's agent for the purposes of providing Trade instructions through the Australian Trade Service on behalf of their Adviser Clients.
- (b) Authorise Selfwealth to hold the Adviser Clients' Cash Balance in respect of the Australian Trade Service on your behalf in a trust account (**Trust Account**) with Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ). Selfwealth holds the Trust Account in its name as bare trustee for the Adviser Client.
- (c) You agree that funds deposited to your AUD Cash Balance may not be available for withdrawal until the funds have cleared, which generally is up to 3 business days. After this time, the funds may be withdrawn by you to your nominated bank account.
- (d) The name of your nominated bank, used for the withdrawal of funds from your AUD Cash Balance account, must match the name of your Selfwealth trading account. Where either your nominated bank account or Selfwealth trading account is in joint names, the other account must match one or both of those names.
- (e) Selfwealth is not entitled to withdraw any amounts from the Adviser Clients' Cash Balance in the Trust Account, except in accordance with a direction from you, including any standing directions given by you under these Terms or otherwise given by you to Selfwealth from time to time. Selfwealth represents that, as any amounts held by Selfwealth in the Trust Account are held on bare trust for Adviser Clients, they would not be available to Selfwealth's creditors, in the event of Selfwealth's insolvency or otherwise.
- (f) The Trust Account cannot be used by you for any purpose other than the Australian Trade Service in accordance with these Terms. Amounts can be deposited into the Trust Account only by electronic transfer and not by visiting an ANZ branch.

- (g) You, the Adviser Client, authorises the Adviser, on instruction from you, to submit a cash withdrawal (via the Adviser Platform) on your behalf from your Cash Balance (AUD) to your nominated bank account.

The Adviser is not authorised to execute change of personal detail instructions on behalf of the Adviser Client. All instructions relating to the change of personal details, including the nominated bank account must be executed by the Adviser Client and provide supporting identification documents.

- (h) You direct Selfwealth to deduct from the Adviser Client's Cash Balance any amounts payable in connection with the Trades (including settlement amounts, fees, interest, Adviser fees and any other costs or charges) and any fees payable to Selfwealth or a Broker under these Terms. Please refer to the schedule of fees in the [Financial Services Guide](#).
- (i) Selfwealth may retain interest earned on the Adviser Client's Cash Balance that is paid by ANZ. If Selfwealth passes on any portion of interest earned on the Adviser Client's Cash Balance, Selfwealth may vary any amount passed on from time to time. We will provide you with [10] Business Days prior notice of any change to the portion of interest passed on.

26. Corporate Actions

- (a) You are responsible for understanding the terms, impacts and actions required in relation to any Corporate Action event and if required, take steps to seek further information or advice from the relevant Security issuer, applicable share registry or a financial adviser.
- (b) You acknowledge Selfwealth is not obligated and may not advise you of Corporate Actions of any entity which may be relevant to your Portfolio and you will not hold Selfwealth liable for any matter in relation to any Corporate Action, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct .
- (c) If you wish to take action with regard to a Corporate Action then you may contact Selfwealth who may pass on your instructions to the Broker for actioning subject to the Broker Terms & Conditions. However, you acknowledge that Selfwealth reserves the right to take no action in relation to any Corporate Action where it is not reasonably practicable to do so such as receiving an invalid or incomplete instruction or the where the issue has been closed or there is insufficient time to submit the instruction by the deadline. When certain Corporate Action events occur your Securities may be altered and, as a result, we or the broker are permitted to amend or purge any open orders or restrict your ability to deal in those Securities or make other adjustments to your Account, or take other actions on your behalf, after the Corporate Action event has occurred, as may be reasonably necessary. We are not required to provide you with prior notice of us or the Broker exercising these rights
- (d) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, as considered reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action.
- (e) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, as considered reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action, including buying back securities, correcting holding, adjusting cash balances and adjusting holdings.

27. Australian Trade Service Instructions

- (a) Before you can submit a trade instruction to buy Securities or Financial Products, you must have available funds in your account.
- (b) Selfwealth will act as agent solely within the parameters of your instructions received through the Australian Trade Service.
- (c) Selfwealth may assume the authenticity of any instructions given or purportedly given through the Australian Trade Service by you or any person claiming to be your representative. Selfwealth is not obliged to enquire into any authenticity of instructions received through the Australian Trade Service and you authorise Selfwealth to act upon any instructions it reasonably believes to be authentic.
- (d) Selfwealth reserves the right at all times to decline to accept your instructions through the Australian Trade Service without prior notice where:
 - (i) your instructions are ambiguous, incomplete or unclear;
 - (ii) your instructions would result in a breach of the law including but not limited to ASX Market Integrity Rules;
 - (iii) it is not possible to place an order on the market;
 - (iv) the security may be too thinly traded; or
 - (v) the security is subject to a trading halt.
- (e) Selfwealth will inform you of any instructions declined in accordance with clause 27(d) as soon as reasonably practicable.
- (f) Selfwealth will use its best endeavours to pass on accepted instructions, but Selfwealth does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time if
 - (i) your instructions are contrary to the terms applicable to your Selfwealth Account and the Broker T&Cs;
 - (ii) the Trade is unexecuted due to any act or omission of the Broker;
 - (iii) your instructions are ambiguous or incomplete;
 - (iv) your instructions would result in a breach of the law including but not limited to ASX Market Integrity Rules;
 - (v) their Cash Balance in your Selfwealth Account is insufficient;
 - (vi) your order may need to be manually vetted;
 - (vii) the security may be too thinly traded; or
 - (viii) the security may be subject to a trading halt.
- (g) If we receive notice from the Broker that a Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.
- (h) You and we acknowledge and agree:

- (i) to comply with these Terms and (if relevant) the Terms and Conditions of the Broker, all applicable laws, the Exchange Rules, ASX Clear Rules and ASX Settlement Rules and the directions, decisions and requirements of each Relevant exchange and the customs and usages of the Market; and
- (ii) That all Transactions are subject to the Exchange Rules, ASX Clear Rules, the directions, decisions and requirements of a Relevant Exchange and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to Traded Products approved for settlement by ASX Settlement, the ASX Settlement Rules.

28. Order Types

- (a) Not all Order Types may be available across all markets, and some Order Types may not be available or offered on some exchanges.
- (b) You agree to familiarise yourself with the available order types before commencing to trade on any of the Trade Services.

29. Advanced Orders

- (a) **IMPORTANT** - The placement of contingent and/or conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may they be filled as intended by you as market conditions or technological issues (including the unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.
- (b) Neither the Broker or Selfwealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.
- (c) Neither the Broker or Selfwealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (d) You agree that any conditional or contingent order placed by you is subject to the Broker's Terms and Conditions and Selfwealth's Terms & Conditions.
- (e) Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you agree it is not possible to cancel the executed order, regardless of the subsequent price action.

30. Responsibility for Australian Trade Service

- (a) You acknowledge and agree that:
 - (i) Selfwealth does not recommend or endorse any investments in or available through the Australian Trade Service, and Selfwealth assumes no responsibility or liability in relation to the quality of such investments; and
 - (ii) you authorise the Broker to provide information about the Adviser Client Portfolio to Selfwealth;
 - (iii) you authorise the Adviser to trade on your behalf;

- (iv) in addition to being bound by these Terms, you are bound by the Broker T&Cs when using the Trade Service;
 - (v) it is your responsibility to assess and research each Trade and Available Investment and determine its suitability for your purposes.
- (b) To the greatest extent permissible by law, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:
 - (i) any defect in Selfwealth's computer systems that is beyond our reasonable control;
 - (ii) any delay, fault, failure in or loss of access to the Australian Trade Service;
 - (iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these circumstances, you will accept the transaction on the original terms;
 - (iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the Broker's computer systems that is beyond our reasonable control;
 - (v) your incorrect operation of the Australian Trade Service;
 - (vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the Australian Trade Service;
 - (vii) actions of third parties in respect of the Australian Trade Service including the Broker or other Service Providers; or
 - (viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the Australian Trade Service;

except to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

31. International Trade Service

This section applies only to Adviser and Adviser Clients that wish to access the International Trade Service.

- (a) Adviser Clients who wish to access the *International Trade Service* must:
 - (i) have opened an Australian Trade Account and be complying with the terms applicable to the Australian Trade Service;
 - (ii) open a Selfwealth International Account using the Application Form available at www.Selfwealth.com.au;
 - (iii) open a broking account with the International Broker, being Phillip Capital Limited (ABN 14 002 918 247, AFSL 246827) and authorise Selfwealth to provide trading instructions to the International Broker on the Adviser behalf. By doing so, the Adviser agrees to be bound by the International Broker's Terms and Conditions as amended from time to time;
 - (iv) appoint Selfwealth as the Adviser agent for the purposes of providing International Trade instructions through the International Trade Service;

- (v) provide Selfwealth with the Adviser Client's valid TFN; and
 - (vi) complete all required foreign tax forms and filings, including any applicable Internal Revenue Service (IRS) forms (such as W-8 forms).
- (b) In order to use an International Trade Service, you must direct Selfwealth to transfer funds from your Cash Balance (AUD) in the Trust Account to a foreign currency cash balance (International Cash Balance) to an International Trust Account. Funds transferred to/from your International Cash Balance in a Trust Account and your Cash Balance (AUD) will be subject to an exchange rate determined by the International Broker.
- (c) Where an Adviser Client does not provide Selfwealth with a valid TFN, Selfwealth may restrict the Adviser Client's access to the International Trade Service.
- (d) When you transfer funds from your AUD cash balance to your foreign currency cash balance, you agree to accept the indicative quote for the Currency Conversion. You agree to exchange currency at a rate, which may be different from the estimated rate, depending on market movements and market disruption events reasonably determined by the International Broker and which includes fees, charges, and margins for executing the Currency Conversion.
- (e) You agree that you will bear the foreign exchange risks of a Currency Conversion, including but not limited to, the risks of cash held, or of interest or other income payments received, of expenses, taxation or other liabilities incurred in Currencies other than Australian dollars and of exchange controls or other laws that may prohibit or impose costs on the Currency Conversion and that we will not be liable for any loss suffered by you as a result of a Currency Conversion or the timing of a Currency Conversion, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (f) The International Broker holds your International Cash Balance on your behalf in a trust account together with the funds of other clients of the International Broker (**International Trust Account**) in accordance with the International Broker's Terms and Conditions.
- (g) In conjunction with clause 41, Selfwealth may suspend your access to any of your International Trade Services where:
- (i) Selfwealth considers it reasonably necessary to do so to prevent a material breach of these Terms;
 - (ii) required by Selfwealth's policies and procedures in relation to meeting its AML/CTF obligations; or
 - (iii) Selfwealth is required to do so by law.
 - (iv) You have not supplied a valid Australian TFN.
- (h) Where we suspend access to the International Trade Service, we will investigate the grounds for our suspicion as soon as reasonably practicable (and at least within [20] Business Days of withholding payment) and form a view as to whether a material breach of these Terms or a breach of Applicable Law has occurred. Where Selfwealth is reasonably satisfied that no breach has occurred, it will release any suspension or restriction as soon as practicable, up to a maximum of 5 business days.
- (i) Where we have restricted or suspend your access to the International Trade Service for a suspected material breach of these Terms, if you can demonstrate at any time during the investigation period that this suspected breach has been cured (to our reasonable

satisfaction), we will remove the restriction as soon as practicable, up to a maximum of 5 business days.

- (j) Selfwealth's International Broker may not offer pre-market, or after-hours market services on some or all exchanges, however where services are available, you agree to the conditions and to operating within the parameters set by the Securities Exchange in relation to pre-market or after-hours trading, which may vary considerably from time to time, and with little or no notice.

32. Corporate Actions

- (a) You are responsible for understanding the terms, impacts and actions required in relation to any Corporate Action event and if required, take steps to seek further information or advice from the relevant Security issuer, applicable share registry or a financial adviser.
- (b) You acknowledge Selfwealth is not obligated and may not advise you of Corporate Actions of any entity which may be relevant to your Portfolio and you will not hold Selfwealth liable for any matter in relation to any Corporate Action, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct .
- (c) If you wish to take action with regard to a Corporate Action then you may contact Selfwealth who may pass on your instructions to the Broker for actioning subject to the Broker Terms & Conditions. However, you acknowledge that Selfwealth reserves the right to take no action in relation to any Corporate Action where it is not reasonably practicable to do so such as receiving an invalid or incomplete instruction or the where the issue has been closed or there is insufficient time to submit the instruction by the deadline. When certain Corporate Action events occur your Securities may be altered and we or the broker may need to amend or purge any open orders or restrict your ability to deal in those Securities or make other adjustments to your account after the Corporate Action event has occurred, without notice to you.
- (d) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, as considered reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action.
- (e) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, as considered reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action resulting from a system or processing error which subsequently lead to the submission of an invalid order, which would result in a failure to meet ASX settlement obligations, including buying back securities, correcting holding and cash balances to return the portfolio to the correct holding position.
- (f) **Odd lot** holdings are not supported on the Hong Kong securities exchange (HKEX). As such, the International Broker shall proceed to sell any odd lot balance you receive due to a Corporate Action. If an odd lot is sold on your behalf, you will receive confirmation of the trade and net proceeds will be credited to your International Cash Balance.

33. International Trade Service Instructions

- (a) Selfwealth will act as agent solely within the parameters of your instructions received through the International Trade Service.
- (b) Selfwealth may assume the authenticity of any instructions given or purportedly given through the International Trade Service by you or any person claiming to be your representative. Selfwealth is not obliged to enquire into any authenticity of instructions

received through the International Trade Service and you authorise Selfwealth to act upon any instructions it reasonably believes to be authentic.

- (c) Selfwealth reserves the right at all times to decline to accept your instructions through the International Trade Service where:
- (i) your instructions are ambiguous, incomplete or unclear;
 - (ii) your instructions would result in a breach of the law;
 - (iii) your instructions would result in a breach of the relevant exchange rules;
 - (iv) it is not possible to place an order on the market;
 - (v) the security may be too thinly traded; or
 - (vi) the security is subject to a trading halt:

Where possible, we will use reasonable endeavours to advise you, as soon as practicable, of the reason your instructions was declined.

- (d) Selfwealth will inform you of any instructions declined in accordance with clause 32(c) 'International Trade Service instructions' as soon as reasonably practicable.
- (e) Selfwealth will use its best endeavours to pass on accepted instructions, but Selfwealth does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time if:
- (i) your instructions are contrary to the terms applicable to your Selfwealth Account and the International Broker's Terms & Conditions;
 - (ii) the International Trade is unexecuted due to any act or omission of the International Broker;
 - (iii) your instructions are ambiguous or incomplete;
 - (iv) your instructions would result in a breach of the law;
 - (v) your instructions would result in a breach of the relevant exchange rules;
 - (vi) your International Cash Balance is insufficient;
 - (vii) your order may need to be manually vetted;
 - (viii) the security may be too thinly traded;
 - (ix) the security may be subject to a trading halt.
- (f) If we receive notice from the International Broker that an International Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.

34. Order Types

- (a) Not all Order Types may be available across all markets, and some Order Types may not be available or offered on some exchanges.
- (b) You agree to familiarise yourself with the available order types before commencing to trade on any of the Trade Services.

35. Advanced Orders

- (a) **IMPORTANT** - The placement of contingent / conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may the order be filled as intended by your instruction as market conditions or technological issues (including the unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.
- (b) Neither the International Broker or Selfwealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.
- (c) Neither the International Broker or Selfwealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (d) You agree that any conditional or contingent order placed by you is subject to the International Broker's (PhillipCapital) Terms and Conditions and Selfwealth's Terms and Conditions.
- (e) Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you agree it is not possible to cancel the executed order, regardless of the subsequent price action.

36. Responsibility for International Trade Service

- (a) You acknowledge and agree that:
 - (i) in addition to being bound by these Terms, you are bound by the International Broker Terms & Conditions when using the International Trade Service;
 - (ii) you authorise the International Broker to provide information about the Adviser Client Portfolio to Selfwealth.
 - (iii) Selfwealth does not recommend or endorse any International Available Investments, and Selfwealth assumes no responsibility or liability in relation to the quality of such investments; and
 - (iv) it is your responsibility to assess and research each International Trade and International Available Investment and determine its suitability for your purposes.
 - (v) You acknowledge you may incur additional costs (for example local stamp duties or commissions) for trades on certain international securities exchanges. These costs will be explained in the Terms & Conditions of the Broker on the particular international exchange you will be trading and may be in addition to the fees outlined in these Terms.
- (b) To the greatest extent permissible by law, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:
 - (i) any defect in Selfwealth's computer systems that is beyond our reasonable control;

- (ii) any delay, fault, failure in or loss of access to an International Trade Service;
- (iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these circumstances, you will accept the transaction on the original terms;
- (iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the International Broker's computer systems;
- (v) your incorrect operation of the International Trade Service;
- (vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the International Trade Service;
- (vii) actions of third parties in respect of the International Trade Service including any of the International Brokers or other Service Providers; or
- (viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the International Trade Service;

Nothing in this clause 37 or elsewhere in these Terms is intended to limit or exclude our liability to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

37. Extended Hours Trading Risk Disclosure (U.S Markets Only)

- (a) You should consider the following points before engaging in extended hours trading.
 - (i) "Extended hours trading" means trading outside of "regular trading hours." "Regular trading hours" generally means the time between 9:30 a.m. and 4:00 p.m. (United States of America) Eastern Standard Time.
 - (ii) **Risk of Lower Liquidity.** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular trading hours. As a result, your order may only be partially executed, or not at all.
 - (iii) **Risk of Higher Volatility.** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.
 - (iv) **Risk of Changing Prices.** The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular trading hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.
 - (v) **Risk of Unlinked Markets.** Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading

system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.

- (vi) **Risk of News Announcements.** Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.
- (vii) **Risk of Wider Spreads.** The spread refers to the difference in price between what you can buy a security for and what you can sell it

38. Board Lots and Odd Lots (on the HK Securities Exchange only)

- (a) You should consider the following points before engaging in trading on the Hong Kong securities market exchange (HKEX).
 - (i) The term "board lot" is commonly used in Hong Kong's securities market to refer to a trading unit. While board lots are standardised on many exchanges at 100 shares, on the HKEX, it is determined by the issuer of the security and as such 'board lots' may be of differing sizes.
 - (ii) It is your responsibility to check the board lot size of a security before trading in the security and to remain aware of the board lot size for the securities you are trading, always.
- (b) Securities of less than one trading unit (i.e. one board lot) is commonly known as an **odd lot** in Hong Kong. Odd lots are not accepted by the Hong Kong Exchange's trading system for auto-matching, but there is a special lot market in the system for odd lots trading. Your International Broker may post their odd lot orders onto a designated screen on the trading system for matching by other Brokers.
- (c) It may be the case that the share prices quoted for odd lots will be less favourable than prices in board lot amounts in the same security, due to the reduced liquidity in the odd lot market.

39. Adviser Obligations

- (a) Adviser must either hold an Australian Financial Services Licence (AFS Licence) or have been appointed as an authorised representative under an AFS Licence pursuant to the Corporations Act, with the authorisations and conditions required to provide the financial services that are the subject of their engagement with the Adviser Clients.
- (b) Adviser must only utilise the Adviser Platform on behalf of their Adviser Clients to assist it in providing the financial services that are the subject of their engagement with the Adviser Clients in a manner consistent with its AFS Licence or appointment as an authorised representative under an AFS Licence (as applicable), Applicable Law, ASIC Policy and the terms and conditions of their engagement with the relevant Adviser Client.
- (c) Adviser must not make any representations to any Adviser Client that may cause a reasonable person to consider that Selfwealth endorses or is otherwise responsible for any financial product advice or other financial services provided by the Adviser to their Adviser Clients pursuant to their engagement with such Adviser Clients.
- (d) Adviser must immediately notify Selfwealth if it becomes aware of:

- (i) any breach or likely breach of the Terms, its AFS Licence or appointment, the Corporations Act or ASIC Policy by the Adviser;
 - (ii) an Adviser Client terminating their engagement of the Adviser;
 - (iii) any Adviser Client complaint that relates to the Adviser use of the Adviser Platform; or
 - (iv) any event that may be detrimental to Selfwealth, its business and reputation or its goodwill, or the business and reputation of any of its associates (as that term is defined in the Corporations Act 2001 (Cth)).
- (e) Each Adviser acknowledges, represents and warrants to Selfwealth that:
- (i) any financial service in relation to which it utilises the Adviser Platform that it provides to Adviser Clients is solely provided by the Adviser to the Adviser Client pursuant to the terms of the engagement between the Adviser and the Adviser Client;
 - (ii) it is duly authorised by each of its Adviser Clients to undertake all actions involved in and related to the Adviser use of the Adviser Platform on behalf of the Adviser Client; and
 - (iii) it is duly authorised under its AFS Licence or pursuant to its appointment as an authorised representative in accordance with the Corporations Act 2001 (Cth) (as applicable) to provide the financial services that are the subject of their engagement with their Adviser Clients;
 - (iv) it will only place Trades through the Adviser Platform on a discretionary basis on behalf of an Adviser Client where the Adviser has entered into a managed discretionary account contract with the Adviser Client which complies with Applicable Law and will comply with that managed discretionary account contract; and
 - (v) it has provided a copy of these Terms to each of its Adviser Clients and each Adviser Client has provided its written consent to become an Adviser Client and be bound by these Terms and the Terms and Conditions of the Broker and/or International Broker.

40. Termination of Adviser Services

- (a) In respect of an Adviser, both the Australian Trade Service and the International Trade Service will terminate on the earlier of:
 - (i) Termination of the Adviser's Selfwealth Account; or
 - (ii) Termination of the Adviser's broking account with the broker and/or the International Broker; and
 - (iii) Termination of the Adviser's membership in accordance with these Terms.
- (b) In respect of an Adviser Client of an Adviser, both the Australian Trade Service and the International Trade Service will terminate on the earlier of:
 - (i) Termination of the Adviser Client's Selfwealth Account; or
 - (ii) Termination of the Adviser Client's broking account with the broker and/or the International Broker;

- (iii) Termination of the Adviser Client's membership in accordance with these Terms;
- (iv) Termination of the Adviser's Selfwealth Account (except as outlined in clause 41(d)); or
- (v) Termination of the Adviser's broking account with the broker and/or the International Broker (except as outlined in clause 41(d)); and
- (vi) Termination of the Adviser's membership in accordance with these Terms (except as outlined in clause 41(d)).

PART D: GENERAL TERMS

This section applies to all Users of the Selfwealth Services

41. General

- (a) You agree to use the Selfwealth Services in good faith in accordance with these Terms and Applicable Laws.
- (b) You will comply with any policies, procedures, operating rules and directions of Selfwealth from time to time in relation to the operation of the Solution and the Australian Trade Service, the International Trade Service, your membership, your access to the Selfwealth Services and the manner of performance of your obligations under these Terms.
- (c) You are responsible for all dealings through the Australian Trade Service or International Trade Service (if applicable), including any fraudulent, illegal or unauthorised dealings, which are attributable to your conduct. You release and discharge Selfwealth from any liability in respect of such dealings.
- (d) We agree to provide the Selfwealth Services in good faith and in accordance with these Terms and Applicable Laws.

42. Portfolio Information

- (a) You agree that third party account providers shall be entitled to rely on the foregoing authorisation, agency and power of attorney granted by you.
- (b) Information concerning the Available Investments or International Available Investments and value of investments in your Portfolio can also be entered into the Solution by you manually.
- (c) You consent to Selfwealth disclosing to other Users, information regarding the current and historical performance of your Portfolio and your Profile Information (but not your Personal Information).

43. Suspension or Termination of Trading Services

- (a) Subject to any applicable law, we can immediately close your Account, restrict or suspend your access to some or all of the Selfwealth Services, Your account and any other services we may provide you, without prior notice in the following circumstances:
 - (i) you breach these Terms or the Terms of the Broker or International Broker;
 - (ii) we have reasonable grounds to believe that your continued access to your Account would result in us or you breaching or being an accessory to a breach of the Corporations Act 2001 (Cth), any Australian law, the law of another country or any agreement entered into by us or you in relation to the provision of services under these Terms.
 - (iii) we have reasonable grounds to believe that your Account is, or may be, being used in connection with a breach of the Anti-Money Laundering and Counter-Terrorism Financial Act 2006 (Cth) or similar law of another country.
 - (iv) we have reasonable grounds to believe that you may have breached, or because of your continued access to your Account you will breach, any Rules including but not limited to the Market Integrity Rules

- (v) you use (or appear to use) our website or Mobile Application in a way that we think is inappropriate or unreasonable; or
- (vi) you become bankrupt or insolvent.
- (b) Where we restrict or suspend access to your account, we will investigate the grounds for our suspicion as soon as reasonably practicable (and at least within [20] Business Days) and form a view as to whether a breach of these Terms or a breach of Applicable Law has occurred. Where Selfwealth is reasonably satisfied that no breach has occurred, it will release any suspension or restriction as soon as practicable.
- (c) Where we have restricted or suspend your access to your Selfwealth account for a suspected breach of these Terms, if you can demonstrate at any time during the investigation period that this breach has been cured (to our reasonable satisfaction), we will remove the restriction or suspension as soon as practicable.
- (d) Either of the Broker or International Broker may also restrict or suspend certain services provided to you via Selfwealth in accordance with their Terms and Conditions.
- (e) You or Selfwealth may cancel your membership and terminate these Terms immediately by giving the other party written notice if that party has materially breached these Terms.
- (f) You or Selfwealth may terminate these Terms at any time on [10] Business Days prior written notice to the other party. Upon cancellation of your membership and termination of these Terms, you will no longer have access to the Selfwealth Services, other than those portions of the Website which are publicly available to all users. Any such use of the Selfwealth Services by you will continue to be subject to these Terms.
- (g) In the event that your account becomes an Inactive/Dormant Account and/or where a Membership Fee is not paid, Selfwealth has the right to terminate the Account by giving you written notice.
- (h) If we close your account, you authorise Selfwealth to take the following actions:
 - (i) For your Australian Trade Service, instruct the broker to cancel your HIN.
 - (ii) For your International Trade Service, instruct the international broker to close your international trading account including the closure of your International Cash Balance account.
 - (iii) Close your Selfwealth cash account with ANZ. If you have a cash balance of less than \$10.00 AUD and you elect not to transfer these funds to your nominated bank account prior to the account closure, you agree the cash balance will be forfeited on the closure of your account.
- (i) In the case of an Adviser Client, if the Adviser with which you have an arrangement cancels its relationship with Selfwealth and ceases to be an Adviser, your membership as an Adviser Client will also cease. We will write to you and offer you the option to transfer your account to a Self-Directed Membership with Selfwealth or to close your account.
- (j) Despite any other provision in these Terms, this clause 43 and clauses 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54 survive the expiry or termination of these Terms.

44. Third Party Information

- (a) The Selfwealth Services incorporate Third-Party Information.

- (b) Selfwealth is not responsible for the Third-Party Information and makes no representation as to the accuracy, reliability, timeliness or appropriateness of the Third-Party Information. You acknowledge that Current Price information may be delayed by up to 24 hours or longer in extraordinary circumstances.
- (c) Any recommendations or statements of opinion contained in the Third Party Information are those of the relevant third party and are not adopted by or attributable to Selfwealth.

45. No Recommendations

- (a) You acknowledge that Selfwealth is not authorised to, and does not, through the Selfwealth Services, provide personal financial product advice (within the meaning of the Corporations Act).
- (b) You acknowledge that Selfwealth is not a Registered Tax Agent. We recommend you obtain professional financial, legal and taxation advice before making any financial investment decisions.
- (c) All information provided on the Selfwealth Services is, unless otherwise indicated, general information and does not involve any recommendation or statement of opinion by Selfwealth or any third party. General information does not take into account your objectives, financial situation or needs and you should consider obtaining professional financial advice before making any investment decisions.
- (d) References in the Solution to the performance of your Portfolio are to the past performance of that Portfolio. Past performance should not be taken as an indication of future performance.
- (e) In respect of Self-Directed Members, you acknowledge that:
 - (i) the SafetyRating of your Portfolio represents only a snapshot of the limited criteria on which it is based, being:
 - (A) the number of investments in your Portfolio;
 - (B) how evenly your Portfolio is spread across different Holdings;
 - (C) a measure of the number of investments considered lower risk in your Portfolio, such as stocks listed on the ASX100, Australian ETFs, cash and interest rate securities or convertible notes; and
 - (D) a score based on the different types of asset class in your Portfolio (e.g. Australian stocks and ETFs);
 - (ii) details as to the manner in which the SafetyRating of Portfolio has been determined are provided through the Solution;
 - (iii) a SafetyRating of a Portfolio that has been recently entered into Selfwealth may be inconsistent with the SafetyRatings of other Portfolios;
 - (iv) the SafetyRating may not take into account all investments in your Portfolio;
 - (v) the SafetyRating of a Portfolio is not a reliable indicator of the level of investment risk and volatility of the Available Investments in the Portfolio;
 - (vi) the SafetyRatings and any graphical representations of them do not express any recommendation or statement of opinion in relation to whether Portfolios

with any particular SafetyRating may or may not be suitable for Members generally or suitable for you; and

- (vii) Selfwealth does not recommend making any investment decisions on the basis of a Portfolio's SafetyRating and you should consider obtaining professional financial advice before making any investment decisions.
- (f) Tools in the Solution for:
 - (i) comparing the relative performance of Portfolios;
 - (ii) displaying Portfolios with particular characteristics; and
 - (iii) displaying Peer Portfolios of Members on the basis of particular Profile Information,

present general information only and do not convey any recommendation or statement of opinion by Selfwealth that a Portfolio is suitable for Members or is suitable for you.

- (g) In respect of Adviser Clients, you acknowledge that:
 - (i) any financial product advice provided through the Adviser Platform is solely prepared and provided by the relevant Adviser with which you have previously engaged and authorised to utilise the Solution on your behalf;
 - (ii) Selfwealth has not in any way selected the content of any financial product advice set out in any communication or interaction between an Adviser and Adviser Clients through the Adviser Platform, nor has it modified or otherwise exercised any control over the content of such financial product advice; and
 - (iii) Selfwealth does not endorse or otherwise assume any responsibility for any financial product advice set out in any communication or interaction between an Adviser and Adviser Clients through the Adviser Platform.
 - (iv) Selfwealth does not accept any responsibility for any financial services provided to you by the Adviser.

46. Recording of Conversations

- (a) You agree that Selfwealth may record telephone conversations between you and Selfwealth. You also agree that Selfwealth may use such recordings for the purposes of resolving disputes, and monitoring compliance by you with regards to regulatory and contractual obligations.
- (b) If there is a dispute between you and Selfwealth, you have the right to listen to any recording (where a recording exists). Nothing in this agreement obliges Selfwealth to record a conversation or keep a recording for longer than 90 days.
- (c) Selfwealth will advise you and get your permission for the conversation being recorded.

47. Disclosure

- (a) You acknowledge that you have been provided with access to Selfwealth's [Financial Services Guide](#) through its Website at www.Selfwealth.com.au.
- (b) Selfwealth may provide benefits to third parties in connection with the Website, App and Solution, including Distributors (such as accountants and other professional service providers) who refer Users to us.

48. Intellectual Property

- (a) All intellectual property rights (including copyright and patents) in the Selfwealth Services and all components of them are owned or licensed by us unless otherwise indicated. You must not copy, modify or transmit any part of the Selfwealth Services or any Content except as permitted in these Terms.
- (b) The Selfwealth Services contain trademarks, logos, service names and trade names of Selfwealth or third parties that may be registered or otherwise protected by law. These include the Selfwealth logo. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Selfwealth Services.
- (c) We grant you a non-exclusive and non-transferable licence to use the Website and, if you are a User, the Solution, App, International Trade Service or Australian Trade Service, for your own personal use. You may not download (other than page caching) or modify the Website, App or the contents of the Solution, Australian Trade Service or International Trade Service or any portion them.

49. Privacy

Any Personal Information submitted by you to Selfwealth is subject to and will be handled in accordance with our [Privacy Policy](#) which forms part of these Terms. You agree that, by using the Selfwealth Services or communicating with us, you have read the [Privacy Policy](#), understood its' contents and consented to its' requirements.

Your Content

- (a) Subject to certain restrictions and limits outlined in this clause and clause 48 'Intellectual Property', the Website and Solution may allow you to upload, post, link to, store, communicate, send or transmit content (Your Content) on the Website, App or via the Solution.
- (b) You grant to us a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, modify, reproduce, adapt, communicate, display, perform and distribute Your Content in relation to and only for the purpose of our operation of the Website and Solution.
- (c) You represent and warrant that Your Content does not infringe any third party intellectual property rights and that you own or otherwise control all of the rights to the content or that you have obtained all necessary authorisations and consents to post, link to, store or communicate Your Content and to grant us the rights in clause 44 'Disclosure', that Your Content is accurate, that the use of Your Content does not violate these Terms and will not cause any loss or injury to any person. You agree to be solely responsible for any of Your Content that you post to the Website and through the Solution.
- (d) Selfwealth has the right, but not the obligation, to monitor any Content (including Your Content) made available on the Website, App or Solution. We reserve the right, acting reasonably, to block, modify or remove any Content (including Your Content) without notice, and will not be liable for consequences of such actions, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.
- (e) If you have a complaint regarding any Content, we will review any written complaint notified to us.

50. Prohibited Uses

In using the Selfwealth Services, you must not engage or attempt to engage in any activities that:

- (a) violate any applicable local, state, federal or international law including, without limitation the *Spam Act 2003 (Cth)*, *Copyright Act 1968 (Cth)*, principles of law or equity established by decisions of courts and statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a government agency;
- (b) result in the placement, posting, uploading of, linking to, sending, storing or otherwise communicating or distributing in any way content that is (or is likely to be considered) inappropriate, defamatory, abusive, profane, infringing, obscene, indecent, obscene, or unlawful material or information;
- (c) violate the rights of any third party (including, without limitation abusing, stalking, threatening or otherwise, infringement of copyright, trademark, or other intellectual property right, misappropriation of trade secrets, Confidential Information, electronic fraud, invasion of privacy, pornography, obscenity or libel);
- (d) interfere with or disrupt any other third parties (including other users of the Selfwealth Services), equipment, functions, features, the Selfwealth Services;
- (e) introduce or allow the introduction, transmission, distribution or uploading of any, virus or other potentially harmful programs, materials, information or malicious code into the Selfwealth Services or any related network;
- (f) use any device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Selfwealth Services or their contents;
- (g) involve distribution of unsolicited advertising or chain letters, repeated harassment of other users or third parties, impersonating another user, falsifying a users' network identity for improper or illegal purposes, gaining unauthorised access to any parts of the Selfwealth Services, sending unsolicited bulk emails or calls, continuing to send someone emails after being asked to stop and using a network to gain unauthorised entry to any other machine accessible via a network;
- (h) involve the unauthorised use of any machine or network, denial of service attacks, falsification of header information or user identification information, monitoring or scanning the networks of others;
- (i) gain unauthorised access to the Selfwealth Services;
- (j) disrupt, impair, alter or otherwise interfere with the functions, features, Content of the Selfwealth Services; restrict or inhibit any other visitor from using the Selfwealth Services, including, without limitation, by means of "hacking" or defacing a portion of this Selfwealth Services;
- (k) express or imply that statements you make are endorsed by Selfwealth, without Selfwealth's prior written consent;
- (l) modify, adapt, decompile, reverse engineer, disassemble or otherwise reduce the Selfwealth Services to a human-perceivable form;
- (m) remove any copyright, trademark or other proprietary rights notices contained in the Selfwealth Services;

- (n) harvest or collect information about this Website's visitors or members without their express consent;
- (o) are commercial, including selling, modifying, displaying, distributing or otherwise using any Content, in whole or in part, for any public or commercial purpose without Selfwealth's prior written consent, marketing, advertising or promoting goods or services, collecting and using any product lists or pricing for the benefit of other merchants, or re-selling, sublicensing or translating the Website, App; trade service or Solution;
- (p) use any meta-tags or any other "hidden text" utilising Selfwealth's name or Selfwealth Content without Selfwealth's express written permission;
- (q) frame the Website, or utilise framing techniques on any part of the Website, without Selfwealth's express written permission; or
- (r) provide access to the Selfwealth Services to persons who are not Members or have not paid the relevant fee for the service.

51. Registration and Login

- (a) Certain parts of the Selfwealth Services are only accessible to Users who have "logged in" or paid the relevant fee.
- (b) For Self-Directed Members, You represent and warrant that you are the individual identified in the Application Form, you have all necessary authorities in respect of your Portfolio and that all information you have supplied to us in connection with your use of the Selfwealth Services is true and correct.
- (c) For Self-Directed Members, You represent that you do not hold an AFS Licence and are not an authorised representative of an AFS Licence holder.
- (d) For Advisers, you represent and warrant that the Adviser Client is the individual identified in the Application Form, they have all necessary authorities in respect of your Portfolio and that all information they have supplied to us in connection with your use of the Selfwealth Services is true and correct.
- (e) When using the Selfwealth Services, you are responsible for maintaining the confidentiality of your login details and for restricting access by third parties to your account. You agree to be liable if your login details are used by an unauthorised person and are fully responsible for all activities that are conducted under your membership. If you believe that any of your login details have been compromised, lost or misplaced, you must contact us immediately by email at support@selfwealth.com.au. You must exercise particular caution when accessing the Selfwealth Services using the Software from a public or shared computer or mobile device so that others are not able to view or record your login details or other Personal Information.

52. Account security

In this section, 'Unauthorised Transaction' means a transaction not authorised by you but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

- (a) As a User you are responsible for maintaining the security of your Account details, such as passwords, usernames, contact information, financial information, or any other personalised security measures instituted to prevent Unauthorised Transactions.
- (b) In addition to clause 53(d) 'Disclaimer of Warranties and Limitation of Liability', Selfwealth strongly recommends the use of two-factor authentication to provide

increased security to your Account. You agree to conform to the use of the two-factor authentication software that is provided in connection with Selfwealth Services, and to keep dependent software up to date to support two-factor authentication.

- (c) Refer to the Selfwealth Help Centre article on how to enable [two-factor authentication](#).
- (d) If a User fails to install and use two-factor authentication in connection with the use of their Selfwealth Account and an Unauthorised Transaction occurs, Selfwealth's liability is limited to \$5,000 AUD for any claims or losses incurred because of that Unauthorised Transaction, where Selfwealth has not taken reasonable steps to restrict access to your account when notified by you of unauthorised access to your account, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

53. Disclaimer of Warranties and Limitation of Liability

- (a) You agree that you have not relied on any representation, description, illustration or specification that is not expressly stated in these Terms.
- (b) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL), Australian Securities and Investments Commission Act 2001 (Cth) or any other Applicable Law, that cannot be excluded, restricted or modified by agreement. Nothing in these Terms excludes, restricts or modifies our liability in respect of our gross negligence, fraud or wilful misconduct.
- (c) To the extent permitted by law (including the ACL), Selfwealth excludes all warranties, whether express or implied (not including any consumer guarantees under the ACL), including any warranties or representations concerning availability of the Selfwealth Services, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Selfwealth Services including Content, all links to or from the Selfwealth Services and the goods and services advertised or accessible using the Selfwealth Services. Subject to the consumer guarantees provided for in consumer protection legislation (including the ACL), we do not warrant that you will have continuous access to the Selfwealth Services. We will not be liable in the event that the Website or the full functionality of the Solution is unavailable to you or due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (d) We and the Service Providers do not guarantee the delivery of communications over the internet as such communications rely on third party service providers. The exchange of information electronically is vulnerable to interception by third parties and we do not guarantee the security or confidentiality of information available through the Selfwealth Services nor the security of the Selfwealth Services. Whilst we strive to protect information transmitted via the Selfwealth Services, any such information is transmitted at your own risk.
- (e) To the extent permitted by law (including the ACL), Selfwealth's liability in respect of any non-excludable warranties or conditions relating to the Selfwealth Services including Content, all links to or from the Selfwealth Services and the goods and services advertised or accessible using the Content is limited to resupplying the relevant Selfwealth Services or the reasonable cost of resupplying the relevant Selfwealth Services, whichever Selfwealth sees fit to provide.
- (f) For all other claims or liability, and to the extent permitted by law, the maximum liability of Selfwealth and its officers, directors, employees, agents or contractors (including, the Service Providers) for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Selfwealth Services, all links to or from the Selfwealth Services and the goods and services advertised or

accessible using the Selfwealth Services will be the amount of any Membership Fee received from you in the preceding 12 months in the aggregate of all claims.

- (g) Except where Selfwealth fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, Selfwealth will not be liable to you for:
 - (i) any damage, loss or expense resulting from or caused by:
 - (A) any act of Selfwealth which was carried out in good faith, and which did not involve Selfwealth's gross negligence, criminal conduct, fraud or wilful misconduct (notwithstanding that such act may have been in breach of these Terms);
 - (B) your investment decisions and any acquisitions and sales of Available Investments you make, regardless of whether they were made in light of Content available on the Selfwealth Services;
 - (C) fluctuations in the value of Available Investments;
 - (D) any act or omission of any third party;
 - (E) any inaccurate or incorrect Third Party Information;
 - (F) any inaccurate or incorrect information in Your Content or otherwise provided by you;
 - (G) any event or circumstance beyond Selfwealth's reasonable control including, without limitation, a Force Majeure Event;
 - (H) any breach of these Terms, negligence, default, fraud or dishonesty by you;
 - (ii) any direct or indirect lost profit, loss of opportunity, incidental, consequential or special damages, howsoever the loss is caused and regardless of whether it was foreseeable or not.
- (h) Except where a Service Provider fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, the Service Provider will not be liable to you for:
 - (i) any damage, loss or expense resulting from or caused by:
 - (A) any act of a Service Providers which was carried out in good faith and which did not involve a Service Providers gross negligence, criminal conduct, fraud or wilful misconduct (notwithstanding that such act may have been in breach of these Terms);
 - (B) your investment decisions and any acquisitions and sales of Available Investments you make, regardless of whether they were made in light of Content available on the Selfwealth Services;
 - (C) fluctuations in the value of Available Investments;
 - (D) any act or omission of any third party;
 - (E) any inaccurate or incorrect Third Party Information;
 - (F) any inaccurate or incorrect information in Your Content or otherwise provided by you;

- (G) any event or circumstance beyond the Service Provider's reasonable control including, without limitation, a Force Majeure Event;
- (H) any breach of these Terms, negligence, default, fraud or dishonesty by you;
- (I) any direct or indirect lost profit, loss of opportunity, incidental, consequential or special damages, howsoever the loss is caused and regardless of whether it was foreseeable or not.

54. Indemnity

You agree to indemnify Selfwealth and the Service Providers in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings incurred howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms, the Broker Terms & Conditions or the International Broker Terms & Conditions (if applicable) by you;
- (b) any wrongful, wilful or negligent act or omission of You or any of Your officers, employees, agents or contractors;
- (c) your use of the Selfwealth Services and Your Content (as applicable); and
- (d) your communications with Selfwealth or the Service Providers,

except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct

55. Jurisdiction and Law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

56. Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

57. One signature on accounts with multiple signatories

Where an account has multiple signatories, Selfwealth may accept an instruction provided on behalf of only one of the account holders, provided Selfwealth has received a signed authorisation from multiple signatories authorising the acceptance of a single signature

58. Third Party Beneficiary

You agree that the Service Providers are third party beneficiaries of these Terms, with all rights to enforce such provisions as if the Service Providers were parties to these Terms.

59. Contacting Selfwealth

If you have questions about the Selfwealth Services, these Terms or the Privacy Policy, please contact Selfwealth by emailing support@selfwealth.com.au.

60. Definitions and Interpretation

In these Terms unless the context requires otherwise:

ACL – Australian Consumer Law generally; specifically the ‘Competition & Consumer Act 2010;

Adviser means a user who has subscribed for access to the Solution in accordance with these Terms and who was accepted under clause 23(a) ‘Adviser Registration’;

Adviser Clients means a person to whom clause 24 ‘Becoming an Adviser Client’ applies;

Adviser Registration Form means the application form to become an Adviser made available on the Website, Solution or otherwise by Selfwealth from time to time;

Adviser Platform means those elements of the Website and the Solution made available to Advisers to enable them to utilise the functionality set out in clause 22.2(b) ‘Nature of the Adviser Platform’;

Applicable Law means the Corporations Act 2001 (Cth), and any other statute, statutory instrument or general law that is applicable to a party in connection with these Terms;

Application Form means the application form to become a User made available on the Website or Solution by Selfwealth, from time to time;

App means the Selfwealth application downloaded by a user to a mobile device;

ASIC means the Australian Securities and Investments Commission established under the Australian Securities and Investments Commission Act 2001 (Cth) and its successors;

ASIC Policy means regulatory guides, legislative instruments and class orders issued by ASIC;

Australian Trade Service means the system accessible through the Solution through which you provide Trade instruction to Selfwealth, and Selfwealth submits your instruction to execute a Trade through User's Selfwealth Account and the Trade is executed on behalf of the User by the Broker;

Available Investments means financial products which can be monitored through the Selfwealth Solution, as determined by Selfwealth from time to time, including all securities listed on an Australian Securities Exchange;

Bonus Trades means Trades issued at a reduced cost or no additional cost to Members, on such terms as specified by Selfwealth from time to time;

Broker means a Market Participant firm (i.e. Broker) that has been selected by Selfwealth from time to time, and notified to Users, as the provider of execution, clearing and settlement services in connection with the Australian Trade Service and which you have appointed to trade in Available Investments on your behalf;

Broker Terms & Conditions means the terms and conditions applicable to the Australian Trade Service Broker's execution, clearing and settlement services. Specifically, Part B: FNZ Securities Equities Terms & Conditions, and, Part C: FNZ Securities Chess Sponsorship Agreement which as of 16 February 2023 may be found at the following link: www.fnz.com/

Business Day means a day other than Saturday or Sunday on which banks are open for general banking business in Melbourne;

Cash Balance (AUD) means the amount of cash held by Selfwealth in a Trust account with ANZ on behalf of the User;

Confidential Information means all information belonging or relating to Selfwealth and/or the Solution, whether oral, graphic, electronic, written or in any other form, that:

- (a) is or should reasonably be regarded as, confidential to Selfwealth; or
- (b) is not generally available to the public at the time of disclosure other than by reason of a breach of these Terms;

Content means any content made available on the Website or Solution;

Content Provided by Other Members means the content uploaded, posted, linked to, stored, communicated, sent or transmitted on the Website or via the Solution by Users other than you;

Corporate Action includes, but is not limited to, any takeovers, bonus issues, stock splits, consolidations, rights issues or buybacks;

Credit Reporting Body has the meaning given to this term in the *Privacy Act 1988 (Cth)*;

Current Price means, in respect of an Available Investment, the most recent data available to the Solution;

Distributor means an entity appointed by Selfwealth to distribute the Solution;

Document Verification Service (DVS) means the Australian Government's Document Verification Service which electronically verifies key Government issued documents;

Enhanced Balance and Transaction Reporting program means a program implemented by ANZ involving ANZ providing us with information about you and your transactions, including payer details in respect of direct entry payments, New Payments Platform payments and Osko payments;

Force Majeure Event means any act, event or cause including:

- (a) an act of God, peril of the sea, accident of navigation, war, sabotage, riot, act of terrorism, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive contamination;
- (b) an action or inaction of a Government Agency, including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; or
- (c) breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material,

To the extent that the act, event or cause directly or indirectly results in a party being prevented from or delayed in performing one or more of its obligations under these Terms and that act, event or cause is beyond the reasonable control of that party;

Inactive /Dormant Accounts means an account that has zero portfolio holdings, has not traded within the last 12 months and has a cash balance of less than \$10.00 AUD;

International Available Investments means financial products which can be monitored through the Selfwealth Solution, as determined by Selfwealth from time to time, including all shares that can be purchased through an International Broker;

International Broker means a Broker which has been selected by Selfwealth from time to time, and notified to Users, as the provider of execution, clearing and settlement services in connection with the International Trade Services and which you have appointed to trade in International Available Investments on your behalf;

International Broker Terms & Conditions means the terms and conditions applicable to any of the International Broker's execution, clearing and settlement services;

International Cash Balance in respect of a User, means the amount of cash held by an International Broker in a foreign domiciled Trust Account held on behalf of the User;

International Trade means either a sale or purchase of a non-Australian Available Investment;

International Trade Service means a system accessible through the Solution through which you provide International Trade instructions to Selfwealth, and Selfwealth submits your instructions to execute an International Trade through the User's Selfwealth Account and the International Trade is executed on behalf of the User by an International Broker;

International Trust Account has the meaning given to it in clause 13(c);

Membership Fee means, in respect of a period, the fee paid by a Member to Selfwealth for access to the Solution for that period;

Month means a period extending from a date in one calendar month to the corresponding date in the following month;

Odd lot refers to a parcel of units that is less than the normal unit of trading for an asset. Odd lots tend to emerge in a portfolio as a result of a company announcing a reverse stock split, or due to dividend reinvestment plans. Odd lots currently impact the Hong Kong exchange only;

Personal Information means your name, address, date of birth, credit card details, Selfwealth login details, broker login details and any other information you have entered into the Solution about yourself which the Solution identifies as "personal information";

Portfolio Holdings means a portfolio of Australian or International Available Investments including any cash balances (if applicable);

Profile Information means your gender, age, Risk Temperature, State of Residence, Investor Type, SafetyRating and such other information (other than Personal Information) you have entered into the Solution about yourself;

Self-Directed Member or Member means a user who has subscribed for access to the Solution in accordance with these Terms and whose application was accepted under clause 5(a) 'Becoming a Self-Directed Member';

Selfwealth Account means a Member's or Adviser Clients' shareholdings administered through the Australian Trade Service and International Trade Service and the Member's or Adviser Clients' Cash Balance and International Cash Balance;

Service Providers means Selfwealth's service providers as appointed from time to time, including but not limited to the Broker, International Brokers, Refinitiv, ASX, and Chi-X;

Selfwealth Services means the Website, App, Solution, Australian Trade Services or International Trade Services;

Solution has the meaning given in clause 2(a);

Third Party Information means information supplied by another User or third party and incorporated into the Website or Solution, including:

- (a) Current Price and historical price information in relation to Available Investments provided by ASX Limited or International Available Investments provided by another securities exchange, or any other third party;
- (b) research and analysis in relation to Available Investments provided by Refinitiv;
- (c) Content Provided by Other Members;

Trade means either a sale or purchase of an Available Investment;

Trust Account has the meaning given to it in clause 7(b);

User means a Self-Directed Member, Adviser, Adviser Client or other person who has been given access to the SelfWealth Services

Watch means in respect of a Portfolio, to elect through the Solution to view the Available Investments which comprise the Peer Portfolio and be notified of updates to the Peer Portfolio from time to time; and

Your Content means the content uploaded, posted, linked to, stored, communicated, sent or transmitted on the Website or via the Solution in accordance with clause 46(a) 'Privacy';

Interpretations

In these Terms unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of these Terms;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) a reference to a party is to a party to these Terms and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (h) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any body or entity whether incorporated or not;
- (i) the word "month" means calendar month and the word "year" means 12 months;
- (j) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (k) a reference to a thing includes a part of that thing;
- (l) a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

- (m) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";
- (n) money amounts in these Terms, the Website and Solution are stated in Australian currency unless otherwise specified;
- (o) a reference to time is to Melbourne, Australia time;
- (p) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body which performs most closely the functions of the defunct body;
- (q) any agreements, representation, warranty or indemnity in favour of two or more parties (whether those parties are included in the same defined term or not) is for the benefit of them jointly and separately; and
- (r) any agreements, representation, warranty or indemnity by two or more parties (whether those parties are included in the same defined term or not) binds them jointly and separately.