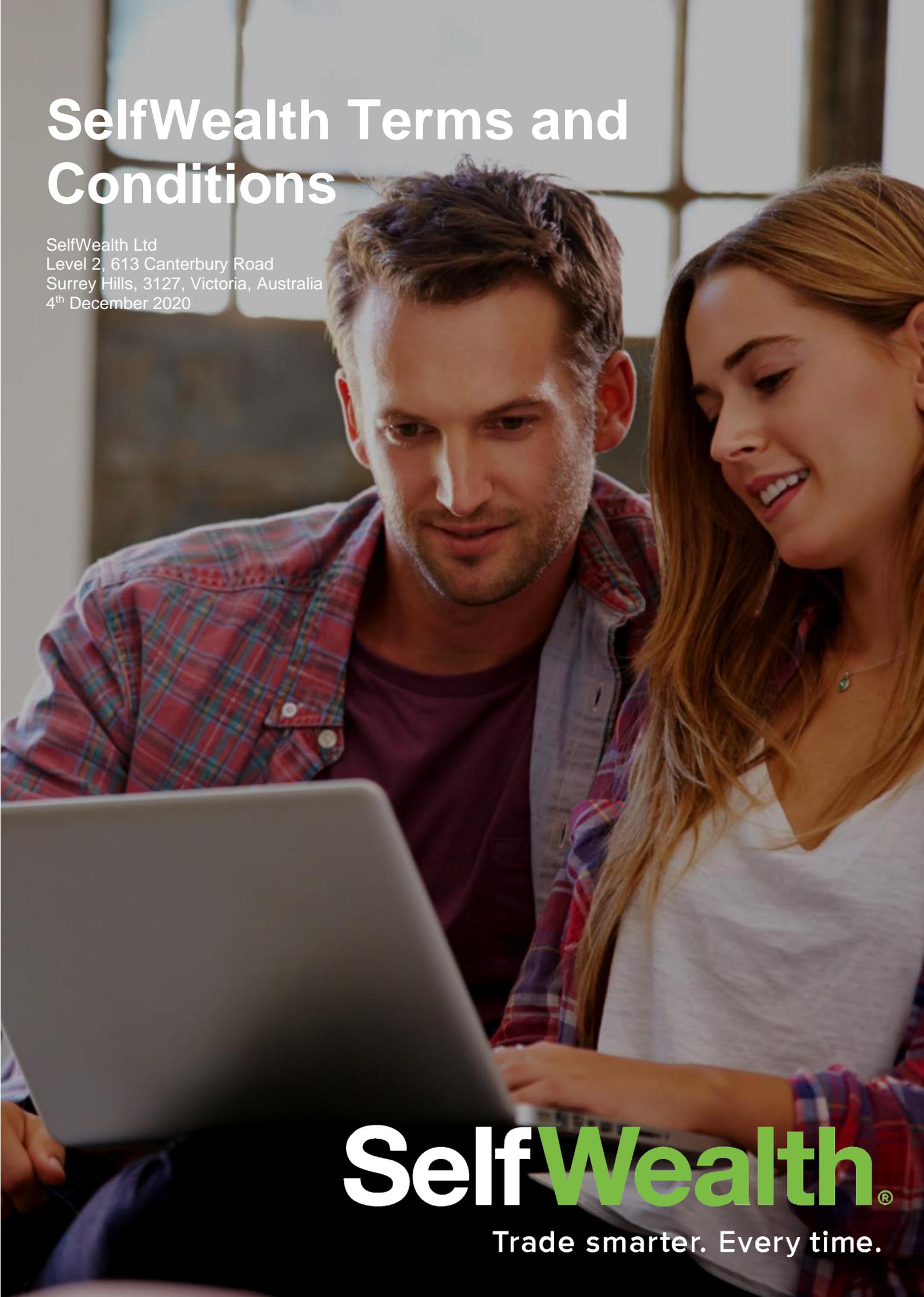


SelfWealth Terms and Conditions

SelfWealth Ltd
Level 2, 613 Canterbury Road
Surrey Hills, 3127, Victoria, Australia
4th December 2020

A man and a woman are shown from the chest up, looking at a laptop screen. The man is on the left, wearing a red and blue plaid shirt over a purple t-shirt. The woman is on the right, wearing a white t-shirt and a plaid shirt. They are both smiling and appear to be engaged in a conversation about the laptop. The background is a bright, slightly blurred indoor setting with a window.

SelfWealth®

Trade smarter. Every time.

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Adviser Member and Adviser Client Terms and Conditions

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



PART A: OVERVIEW AND MEMBERSHIP

This section applies to all Adviser Members and Adviser Clients.

1. Your acceptance

- (a) These are the terms and conditions (**Terms**) on which SelfWealth Ltd ACN 154 324 428 (referred to as **SelfWealth, we, us, our**) permits Adviser Members and Adviser Clients (referred to as **you** or **your**) to:
 - (i) access and use the public elements of our website www.selfwealth.com.au (**Website**);
 - (ii) in the case of Adviser Members:
 - (A) access and use the Adviser Platform only elements of the Website, Australian Trade Service and US Trade Service;
 - (B) make use of the self-directed online membership-based investment portfolio and performance management solution provided by us (**Solution**) on behalf of their Adviser Clients as part of their access and use of the Adviser Platform only elements of the Website;
 - (iii) in the case of Adviser Clients make use of the Solution by any means (including through the Website);
 - (iv) view or interact with any content, information, communications, advice, text, or other material provided by us through the Website,

App, Solution, Adviser Platform, Australian Trade Service or US Trade Service (**Content**); and

(v) communicate with us,

(collectively, the **SelfWealth Services**).

- (b) Unless otherwise specified, each of the Terms applies to Adviser Members and Adviser Clients.
- (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. By continuing to use the SelfWealth Services, you agree to be bound by the most recent Terms which will be made available on the Website. It is your responsibility to check the Website regularly for updated versions of the Terms.

2. Changes to the SelfWealth Services

The SelfWealth Services are subject to change at any time without notice and may contain errors.

3. Solution & Adviser Platform

3.1 Nature of the Solution

- (a) The Solution is intended to provide Adviser Members and Adviser Clients with self-directed tools to manage the Adviser Client Portfolio and investment performance.
- (b) The Solution provides the following functionality:
 - (i) You can enter information about their existing Portfolio manually, in accordance with clause 15;
 - (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;
 - (iv) You make existing Adviser Client verified Portfolios (including the Available Investments which it contains and its historical performance) visible to other Adviser Members, Members and Adviser Clients on an anonymous basis (**Peer Portfolios**);
 - (v) You can track and compare the historical performance of Peer Portfolios.
 - (vi) You can Watch unlimited Peer Portfolios.
 - (vii) While Watching a Peer Portfolio, you:

- (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 an Adviser Client Portfolio;
- (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 US Trade Service.

3.2 Nature of the Adviser Platform

- (a) The Adviser Platform is intended to provide Adviser Members 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 US Trade Service for Adviser Members on behalf of their Adviser Clients;
 - (ii) Adviser Members 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 Members 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 Members can add additional fees on top of any brokerage costs charged to Adviser Clients pursuant to the terms of engagement between the relevant Adviser Member and Adviser Client.

4. Becoming an Adviser Member and an Adviser Client

- (a) You may apply to become an Adviser Member by completing the Adviser Member Application Form as provided by SelfWealth to prospective Adviser Members from time to time and by providing all required information. SelfWealth may accept or reject your application to be an Adviser Member in its sole discretion.
- (b) You are an Adviser Client if you:
 - (i) are a party to an arrangement with a person who has been approved as an Adviser Member pursuant to clause 4(a); and

- (ii) have authorised the Adviser Member to utilise the Adviser Platform to trade in Available Investments on your behalf under that arrangement.
- (c) If your application to become an Adviser Member 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) you elect to subscribe to one or more of SelfWealth's membership options an Adviser Member Fee is payable, such Adviser Member Fee must be paid:
 - (A) Monthly or annually in advance;
 - (B) by providing SelfWealth with credit card details or making payment in advance by direct debit from your Cash Balance; and
 - (C) in accordance with any other requirements contained in the Adviser Member Application Form
- (d) At any time SelfWealth may vary the Adviser Member Fee and the services provided in connection with the Adviser Member Fee by giving you 30 days' prior written notice via the Solution or Adviser Portal.
- (e) Failure to pay the Adviser Member 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 of the Adviser Platform.
- (f) A fee may apply if there are insufficient funds in an Adviser Clients' account for an Adviser Member to make payment on behalf of the Adviser Client or a transaction dispute is lodged with another institution.

5. 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 verify the identity of its Adviser Members and Adviser Clients as well as certain information about the Adviser Members' and Adviser Clients' beneficial owners;
- (b) SelfWealth may at any time request further information from you to verify your identity and/or the source of monies credited or to be credited to your SelfWealth Account and you agree to meet SelfWealth's request. If you do not provide SelfWealth the information as requested, or there is a delay in you providing this information to SelfWealth, SelfWealth may not be able to open your SelfWealth Account, or may suspend your access to the SelfWealth Services.
- (c) SelfWealth may disclose your Personal Information to a Credit Reporting Body to verify your identity and obtain an assessment of whether the information you have provided us with matches the information provided by the Credit Reporting Body.

- (d) 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;
 - (e) SelfWealth may require further information from you from time to time in order to meet its AML/CTF obligations and you agree to provide SelfWealth with whatever additional information is reasonably required in order for, SelfWealth to meet its AML/CTF obligation; and
 - (f) SelfWealth will be using the Document Verification Service to verify Adviser Members' and Adviser Clients' government issued identification.
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PART B: AUSTRALIAN TRADE SERVICE

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

6. Australian Trade Service

- (a) Adviser Members 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 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 Member (having previously obtained such authorisation from each of their Adviser Clients). By doing so, the Adviser Member agrees to be bound by the Broker T&Cs; and
 - (iii) appoint SelfWealth as the Adviser Members' agent for the purposes of providing Trade instructions through the Australian Trade Service on behalf of their Adviser Clients.
- (b) SelfWealth holds 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) SelfWealth may not advise you of Corporate Actions of any entity which may be relevant to the Adviser Client's Portfolio and you will not hold SelfWealth liable for any matter in relation to any Corporate Action. If you wish to take action with regard to a Corporate Action then you may be able to contact SelfWealth who may pass on your instructions to the Broker for actioning subject to the Broker T&Cs. 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. You authorise SelfWealth to take other actions, on your behalf, as SelfWealth considers reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action;
- (d) 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.
- (e) 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.

- (f) 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 and any other costs or charges) and any fees payable to SelfWealth or a Broker under these Terms.
- (g) 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 in its sole discretion.
- (h) SelfWealth may suspend access to the Adviser Client's Cash Balance or Australian Trade Service where:
 - (i) SelfWealth considers it reasonably necessary to do so to prevent a breach of these Terms; or
 - (ii) required by SelfWealth's policies and procedures in relation to meeting its AML/CTF obligations;
 - (iii) SelfWealth is required to do so by law.

7. Australian Trade Service Instructions

- (a) SelfWealth will act as agent solely within the parameters of your instructions received through the Australian Trade Service.
- (b) 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.
- (c) SelfWealth reserves the right at all times to decline to accept your instructions through the Australian Trade Service without explanation or prior notice for reasons including where:
 - (i) your instructions are ambiguous, incomplete or unclear;
 - (ii) your instructions would result in a breach of the law;
 - (iii) it is not possible to place an order on the market;
 - (iv) the security may be too thinly traded;
 - (v) the security is subject to a trading halt.
- (d) SelfWealth will inform you of any instructions declined in accordance with clause 7(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 due to reasons including 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;
 - (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;
 - (viii) the security may be subject to a trading halt.
- (f) 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.

8. 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) in addition to being bound by these Terms, you are bound by the Broker T&Cs when using the Trade Service;
 - (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, or any delay, fault, failure in or loss of access to the Australian Trade Service;
 - (ii) if an order is filled prior to the Broker receiving and processing a cancellation or amendment from SelfWealth on your behalf, you will accept the transaction on the original terms;
 - (iii) 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;
 - (iv) your incorrect operation of the Australian Trade Service;

- (v) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the Australian Trade Service;
- (vi) actions of third parties in respect of the Australian Trade Service including the Broker or other Service Providers; or
- (vii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the Australian Trade Service other than as a direct result of the fraud, wilful default or negligence of SelfWealth.

9. Termination of Australian Trade Service

The Australian Trade Service will terminate on the earlier of:

- (a) Termination of your SelfWealth Account;
- (b) Termination of your broking account with the Broker; or
- (c) Termination of your membership in accordance with these Terms.

PART C: US TRADE SERVICES

This section applies only to Adviser Members and Adviser Clients that wish to access the US Trade Service

10. US Trade Service

- (a) Adviser Members who wish to access the US Trade Service must:
 - (i) open an Australian Trade Account using the Adviser Member Application Form available at www.selfwealth.com.au and comply with the terms applicable to the Australian Trade Service;
 - (ii) open a SelfWealth US Trade Account using the Application Form available at www.selfwealth.com.au;
 - (iii) open a broking account with the US Broker and authorise SelfWealth to provide trading instructions to the US Broker on the Adviser Member's behalf. By doing so, the Adviser Member agrees to be bound by the US Broker T&Cs as amended from time to time;
 - (iv) appoint SelfWealth as the Adviser Member's agent for the purposes of providing US Trade instructions through the US Trade Service;
 - (v) provide SelfWealth with the Adviser Member's and Adviser Client's TFN;and
 - (vi) complete all required IRS forms including W-8 forms.
- (b) In order to use the US Trade Service, you must direct SelfWealth to transfer funds from your Cash Balance in the Trust Account to the Adviser Client's USD Cash Balance. Funds transferred between your Cash Balance in the Trust Account and the Adviser Client's USD Cash Balance will be subject to an exchange rate determined by the US Broker.
- (c) SelfWealth will may advise you of any Corporate Action 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. 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 US Broker for actioning subject to the US Broker T&Cs. 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. You authorise SelfWealth to take other actions, on your behalf, as SelfWealth considers reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action;
- (d) The US Broker holds your US Balance on your behalf in a trust account together with the funds of other clients of the US Broker (**US Trust Account**) in accordance with the US Broker T&Cs.
- (e) SelfWealth may suspend your access to the US Trade Service where:
 - (i) SelfWealth considers it reasonably necessary to do so to prevent a 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.

11. US Trade Service Instructions

- (a) SelfWealth will act as agent solely within the parameters of your instructions received through the US Trade Service.
- (b) SelfWealth may assume the authenticity of any instructions given or purportedly given through the US 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 US 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 US Trade Service without explanation or prior notice for reasons including where:
 - (i) your instructions are ambiguous, incomplete or unclear;
 - (ii) your instructions would result in a breach of the law;
 - (iii) it is not possible to place an order on the market;
 - (iv) the security may be too thinly traded;
 - (v) the security is subject to a trading halt.
- (d) SelfWealth will inform you of any instructions declined in accordance with clause 11(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 due to reasons including if:
 - (i) your instructions are contrary to the terms applicable to your SelfWealth Account and the US Broker T&Cs;
 - (ii) the US Trade is unexecuted due to any act or omission of the US Broker;
 - (iii) your instructions are ambiguous or incomplete;
 - (iv) your instructions would result in a breach of the law;
 - (v) your USD Cash Balance is insufficient;
 - (vi) your order may need to be manually vetted;
 - (vii) the security may be too thinly traded;
 - (viii) the security may be subject to a trading halt.

- (f) If we receive notice from the US Broker that a US Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.

12. Responsibility for US Trade Service

- (a) You acknowledge and agree that:
 - (i) in addition to being bound by these Terms, you are bound by the US Broker T&Cs when using the US Trade Service;
 - (ii) you authorise the US Broker to provide information about the Adviser Client Portfolio to SelfWealth.
 - (iii) SelfWealth does not recommend or endorse any US 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 US Trade and US 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, or any delay, fault, failure in or loss of access to the US Trade Service;
 - (ii) if an order is filled prior to the US Broker receiving and processing a cancellation or amendment from you, you will accept the transaction on the original terms;
 - (iii) 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 US Broker's computer systems;
 - (iv) your incorrect operation of the US Trade Service;
 - (v) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the US Trade Service;
 - (vi) actions of third parties in respect of the US Trade Service including the US Broker or other Service Providers; or
 - (vii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the US Trade Service other than as a direct result of the fraud, wilful default or negligence of SelfWealth.

13. Termination of US Trade Service

The US Trade Service will terminate on the earlier of:

- (a) Termination of your SelfWealth Account;
- (b) Termination of your broking account with the US Broker; or
- (c) Termination of your membership in accordance with these Terms.

PART D: GENERAL TERMS

This section applies to all Adviser Members and Adviser Clients

14. Using the SelfWealth Services

- (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 Australian Trade Service, US 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 US 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.

15. Using the Adviser Platform

- (a) Adviser Members and Adviser Clients agree to use the Adviser Platform in good faith and in accordance with these Terms and Applicable Laws.
- (b) Adviser Members and Adviser Clients will comply with any policies, procedures, operating rules, directions of SelfWealth from time to time in relation to the Adviser Platform, their status as an Adviser Member or Adviser Client (as applicable), their access to the Website, App, Solution and Trade Service and the manner of performance of their obligations under these Terms.
- (c) Adviser Members and Adviser Clients are responsible for all dealings through the Adviser Platform, including any fraudulent, illegal or unauthorised dealings, which are attributable to their conduct. Adviser Members and Adviser Clients release and discharge SelfWealth from any liability in respect of such dealings.
- (d) Adviser Members and Adviser Clients acknowledge and agree that SelfWealth has the right to immediately terminate their use of the Adviser Platform, Website, App, Solution and Trade Service in its sole discretion.

16. Adviser Member obligations

- (a) Adviser Members 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 Members 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 Members 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 Member to their Adviser Clients pursuant to their engagement with such Adviser Clients.
- (d) Adviser Members must immediately notify SelfWealth if it becomes aware of:
 - (i) any possible breach of the Terms, its AFS Licence or appointment, the Corporations Act or ASIC Policy by the Adviser Member;
 - (ii) an Adviser Client terminating their engagement of the Adviser Member;
 - (iii) any Adviser Client complaint that relates to the Adviser Member's 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 Member 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 Member to the Adviser Client pursuant to the terms of the engagement between the Adviser Member 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 Member's 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 Member 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;
 - (v) it has provided a copy of the 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.

17. 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 US Available Investments and value of investments in an Adviser Client's Portfolio can also be entered into the Solution by you manually.
- (c) You consent to SelfWealth disclosing to other Members information regarding the current and historical performance of an Adviser Client's Portfolio and your Profile Information (but not your Personal Information).

18. Termination

- (a) 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.
- (b) In the case of an Adviser Client, if the Adviser Member with which you have an arrangement cancels its membership or ceases to be an Adviser Member, your membership as an Adviser Client will be automatically cancelled and this clause 18 applies.
- (c) 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.
- (d) SelfWealth does not offer refunds on any fees charged to your account including partially used periods. Your obligation to pay fees continues through the end of your membership period during which you cancel your membership.
- (e) in the event that your account becomes inactive and an Adviser Member Fee is not being paid, SelfWealth has the right to terminate the account including the deletion of all data after a 3-Month period. Inactive is defined as not having accessed the SelfWealth Solution. This can also apply during a free trial period.
- (f) Despite any other provision in these Terms, this clause 18 and clauses 21, 22, 23, 26, 27, 28, 29, 31 and 32 survive the expiry or termination of these Terms.

19. 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.

20. 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) All information provided on the SelfWealth Services is, unless otherwise indicated, factual information and does not involve any recommendation or statement of opinion by SelfWealth or any third party. Such 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.
- (c) References in the Solution to the performance of the Adviser Client's Portfolio are to the past performance of that Portfolio. Past performance should not be taken as an indication of future performance.
- (d) You acknowledge that:
 - (i) the SafetyRating of the Adviser Client's Portfolio represents only a snapshot of the limited criteria on which it is based, being:
 - (A) the number of investments in the Adviser Client's Portfolio;
 - (B) how evenly the Adviser Client's Portfolio is spread across different Holdings;
 - (C) a measure of the number of investments considered lower risk in the Adviser Client's Portfolio, such as stocks listed on the ASX100, Australian ETFs, cash and interest rate securities or convertible notes;
 - (D) a score based on the different types of asset class in the Adviser Client's Portfolio (e.g. Australian stocks and ETFs); and
 - (ii) details as to the manner in which the SafetyRating of the Adviser Client's Portfolio has been determined are provided through the Solution;
 - (iii) a SafetyRating of the Adviser Client's 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 the Adviser Client's 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 Adviser 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.

- (e) Adviser Clients acknowledge that:
- (i) any financial product advice provided through the Adviser Platform is solely prepared and provided by the relevant Adviser Member 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 Member 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 Member and Adviser Clients through the Adviser Platform.
 - (iv) SelfWealth does not accept any responsibility for any financial services provided to you by the Adviser Member.
- (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 Adviser Members and Adviser Clients on the basis of particular Profile Information,

present factual information only and do not convey any recommendation or statement of opinion by SelfWealth that a Portfolio is generally suitable for Adviser Members or is suitable for you.

21. Disclosure

- (a) You acknowledge that you have been provided with access to our [Financial Services Guide](http://www.selfwealth.com.au) through the Website at www.selfwealth.com.au.
- (i) 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 Members to us

22. 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 an Adviser Member, the Solution, Adviser Platform, App, US Trade Service or Australian Trade Service, for your own personal use. You may not download (other than page caching) or modify the Website, Adviser Platform, App or the contents of the Solution, US Trade Service or Australian Trade Service or any portion them.

23. Privacy

Any Personal Information submitted by you to SelfWealth is subject to and will be handled in accordance with our Privacy Policy. The Privacy Policy forms part of these Terms and is set out at <https://www.selfwealth.com.au/SelfWealthPrivacyPolicy>. 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 24, 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 23(b), 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, in our absolute discretion, to block, modify or remove any Content (including Your Content) without notice, and will not be liable in any way for possible consequences of such actions.
- (e) If you have a complaint regarding any Content, our sole obligation will be to review any written complaint notified to us and, if we see fit, in our sole discretion, to modify or remove the particular Content.

24. 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, Adviser Platform, App, Trade Service, US 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 Adviser Members or have not paid the relevant fee for the service.

25. Registration and Login

- (a) Certain parts of the SelfWealth Services are only accessible to Adviser Members who have "logged in" or paid the relevant fee.
- (b) While you are an Adviser Member, you represent and warrant that you have all necessary authorities in respect of each Adviser Client on whose behalf you utilise the Adviser Platform and that all information you have supplied to us in connection with your use of the SelfWealth Services is true and correct.
- (c) 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 and, in the case of Adviser Members, the accounts of those Adviser Clients on whose behalf you utilise the Adviser Platform. 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.

26. 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 (ACL), or any other Applicable Law, that cannot be excluded, restricted or modified by agreement.
- (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) 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) in relation to financial services provided by Adviser Members to Adviser Clients, including any services provided by Adviser Members through the Adviser Platform.
- (e) 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.
- (f) 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.
- (g) For all other claims or liability, and to the extent permitted by law, the maximum liability of SelfWealth and its 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 Adviser Member Fee received from you in the preceding 12 months in the aggregate of all claims.
- (h) 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 (notwithstanding that such act may have been in breach of these Terms or negligent);
 - (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.
- (i) 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 (notwithstanding that such act may have been in breach of these Terms or negligent);
 - (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;
 - (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.

27. 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),

finances, 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 T&Cs or US Broker T&Cs (if applicable) by you and your Adviser Clients;
- (b) your use of the SelfWealth Services and Your Content (as applicable) and use by your Adviser Clients; and
- (c) your communications with SelfWealth or the Service Providers and your communications with Adviser Clients through the Adviser Platform; and
- (d) any financial services you provide to your Adviser Clients, including services you provide to your Adviser Clients through the Adviser Platform.

28. 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.

29. Severability

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

30. 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.

31. 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.

32. Definitions and Interpretation

In these Terms unless the context requires otherwise:

Adviser Clients means a person to whom clause 4(b) applies.

Adviser Member Fee means, in respect of a period, the fee paid by an Adviser Member to SelfWealth for access to the Solution for that period;

Adviser Member means a user who has subscribed for access to the Solution in accordance with these Terms and who was accepted under clause 4(a);

Adviser Member Application Form means the application form to become an Adviser Member 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 Adviser Members to enable them to utilise the functionality set out in clause 3(b);

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;

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 the Adviser Member's SelfWealth Account and the Trade is executed on behalf of the Adviser Member by the Broker;

Available Investments means financial products which can be monitored through the SelfWealth Solution, as determined by SelfWealth in its sole discretion from time to time, including all shares listed on the Australian Securities Exchange;

Broker means a stockbroker which has been selected by SelfWealth from time to time, and notified to Adviser Members, 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 T&Cs means the terms and conditions applicable to the Broker's execution, clearing and settlement services;

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

Cash Balance, in respect of an Adviser Member, means the amount of cash held by SelfWealth in a Trust account with ANZ on behalf of the Adviser Member;

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 Members 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 means the Australian document verification service.

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;

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

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 means a portfolio of Available Investments or US Available Investment (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;

SelfWealth Account means an Adviser Member's shareholdings administered through the Australian Trade Service and US Trade Service in respect of an Adviser Client and the Adviser Member's Cash Balance and USD Cash Balance in respect of an Adviser Client;

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

SelfWealth Services means the Website, App, Solution, Adviser Platform, Australian Trade Services or US Trade Services;

Solution has the meaning given in clause 1(a)(iv);

Third Party Information means information supplied by another Member 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 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 6(b);

US Available Investments means financial products which can be monitored through the SelfWealth Solution, as determined by SelfWealth in its sole discretion from time to time, including all shares that can be purchased through the US Broker;

US Broker means a stockbroker which has been selected by SelfWealth from time to time, and notified to Adviser Members, as the provider of execution, clearing and settlement services in connection with the US Trade Service and which you have appointed to trade in US Available Investments on your behalf;

US Broker T&Cs means the terms and conditions applicable to the US Broker's execution, clearing and settlement services;

USD Cash Balance in respect of in Adviser Member, means the amount of cash held by the US Broker in the US Trust Account held on behalf of the Adviser Member;

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

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

US Trust Account has the meaning given to it in clause 10(d);

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 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 23(a)

Interpretations

In these Terms unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the 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.