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**SelfWealth.**<sup>®</sup>

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SelfWealth Ltd

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# Member Terms & Conditions



March 27, 2018

## Member Terms and Conditions

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

### 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 users (referred to as **you** or **your**) to:
  - (i) access and use the public elements of our website [www.selfwealth.com](http://www.selfwealth.com) (**Website**);
  - (ii) access and use the Member only elements of the Website;
  - (iii) make use of the self-directed online Membership based investment portfolio and performance management solution provided by us (**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 or Solution, or Trade Service (**Content**); and;
  - (v) communicate with us.
- (b) You agree to be bound by these Terms by clicking the "I have read and accept SelfWealth T&C's" button, or by otherwise using, browsing or accessing any part of the Website, App, Solution or Trade Service. If you do not accept these Terms, you must not use the Website, App, Solution or Trade Service.
- (c) 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 Website, App, Solution, and Trade Service will be governed by the most recent Terms posted on the Website. By continuing to use the Website, App, Solution and Trade Service, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.

### 2. Changes to the Website, App, Solution, and Trade Service

The Website, App, Solution and Trade Service are subject to change at any time without notice and may contain errors.

### 3. Nature of the Solution

- (a) The Solution is intended to provide Members with self-directed tools to manage their My 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 11;
  - (ii) Members can view the End of Day Prices of Available Investments;
  - (iii) Members can track the historical performance of their existing My Portfolio or any other Portfolio of Available Investments;

- (iv) Members make their existing verified My 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 a limited number of Peer Portfolios.
- (vi) Members can Follow up to 10 Peer Portfolios.
- (vii) While Following 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 and cannot be reliably compared (including Portfolios which have been recently entered into the Solution; and
- (ix) subject to these Terms, access to the Trade Service.

#### 4. **Becoming a Member**

- (a) You may apply to become a 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, and you elect to subscribe to one or more of SelfWealth's membership options;
- (c) The **optional** Member Fee must be paid:
  - (i) Monthly or annually in advance
  - (ii) by providing SelfWealth with credit card details; and
  - (iii) in accordance with any other requirements contained in the Application Form.
- (d) At any time SelfWealth may vary the Member Fee by giving you 30 days' prior written notice.
- (e) Failure to pay the 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.
- (f) A fee may apply if there are insufficient funds to make payment or a transaction dispute is lodged with another institution.
- (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 one month and will expire at the discretion of SelfWealth.

#### 5. **Ceasing to be a Member**

- (a) In addition to termination under clause 12:
  - (i) you may cancel your Membership and terminate these Terms immediately without cause at any time by notifying SelfWealth through the Solution; and

- (ii) SelfWealth may cancel your Membership and terminate these Terms immediately without cause at any time. SelfWealth is not required to provide reasons for taking any such action;
  - (iii) in the event that your account becomes inactivate and a Membership fee is not being paid, SelfWealth has the right to terminate the account including the deletion of all data after a 3-month period. Inactivate is defined as not having accessed the SelfWealth Solution. This can also apply during a free trial period.
- (b) If you cancel your Membership or your Membership is cancelled by SelfWealth, these Terms are terminated and clause 12 applies.
  - (c) Without specific cancellation instructions your Membership will be suspended at the cessation of your Trial Period and your anonymous information may continue to be viewable to the community.
  - (d) SelfWealth does not offer refunds on any fees charged to your account or trades purchased including partially used membership periods and un-used trades. Your obligation to pay fees continues through until the end of your Membership period during which you cancel your Membership.

## 6. Trade Service

- (a) Members who wish to access the Trade Service must:
  - (i) Open a SelfWealth TRADING Account using the application form available at [www.selfwealth.com.au](http://www.selfwealth.com.au);
  - (ii) open a broking account with the Broker and authorise SelfWealth to provide trading instructions to the Broker on your behalf;
  - (iii) purchase Trades by payment to SelfWealth of either singularly or a Block Trade Fee; and
  - (iv) appoint SelfWealth as your agent for the purposes of providing Trade instructions through the Trade Service;
- (b) If you elect to purchase Trades by payment of an optional Annual Membership Fee you:
  - (i) must complete the online application form authorising a payment in advance, available at [www.selfwealth.com](http://www.selfwealth.com)
  - (ii) each year, applicants are entitled to the number of Trades specified through the as part of the Annual Membership. Any unused Trades at the end of the 12-month period expire.
- (c) SelfWealth may vary the Annual Membership Fee and the number of Trades provided each Month by giving you 30 days' prior written notice.
- (d) If you elect to purchase Trades by payment of the Block Trade Fee you:
  - (i) must complete the online application form authorising a one off payment for the Trades available at [www.selfwealth.com](http://www.selfwealth.com) ; and
  - (ii) are entitled to the number of Trades specified through the Solution which expire 12 months from the date of purchase.
- (e) 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. The expiry of bonus trades is at SelfWealth's absolute discretion.

- (f) There is **no** limit on the number of Trades a Member may purchase. In accessing the Trade Service, you:
  - (i) warrant that you agree to comply with the terms applicable to your SelfWealth TRADING Account and the Broker T&Cs;
  - (ii) indemnify SelfWealth against any of your breaches of the terms applicable to your SelfWealth TRADING Account and Broker T&Cs.
- (g) SelfWealth holds your Cash Balance on your behalf in a trust account with "Australia and New Zealand Banking Group Limited ABN 11 005 357 522 ("ANZ")" (**Trust Account**). SelfWealth holds the Trust Account in its name as bare trustee for you.
- (h) 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 and Conditions or otherwise given by you to SelfWealth from time to time.
- (i) The Trust Account cannot be used by you for any purpose other than the Trade Service in accordance with these terms and conditions. Amounts can be deposited into the Trust Account only by electronic transfer and not by visiting an ANZ branch.
- (j) 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, charges) and any fees payable to SelfWealth or a Broker under these terms and conditions.
- (k) You direct SelfWealth to deduct from your Cash Balance any amounts paid by ANZ by way of interest in respect of your Cash Balance in the Trust Deed and authorise SelfWealth to retain any such amounts.
- (l) SelfWealth may suspend your access to the Trade Service where SelfWealth:
  - (i) considers it reasonably necessary to do so to prevent a breach of these terms and conditions; or
  - (ii) is required to do so by law.

## 7. Trade Service Instructions

- (a) SelfWealth will act as agent solely within the parameters of your instructions received through the Trade Service.
- (b) SelfWealth may assume the authenticity of any instructions given or purportedly given through the 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 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 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 TRADING 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) there Cash Balance in your SelfWealth TRADING 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 Trade Service**

- (a) You acknowledge and agree that:
  - (i) SelfWealth does not recommend or endorse any investments in or available through the Trade Service, and SelfWealth assumes no responsibility of liability in relation to the quality of such investments; and
  - (ii) 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 Trade Service;
  - (ii) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the SelfWealth TRADING Account or the Broker's computer systems;
  - (iii) your incorrect operation of the Trade Service;
  - (iv) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the Trade Service;
  - (v) actions of third parties in respect of the Trade Service including the Broker or other Service Providers; or
  - (vi) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the Trade Service other than as a direct result of the fraud, wilful default or negligence of SelfWealth.

## **9. Termination of Trade Service**

The Trade Service will terminate on the earlier of:

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

**10. Using the Website, App, Solution and Trade Service**

- (a) You agree to use the Website, App, Solution and Trade Service in good faith in accordance with these Terms and Applicable Laws.
- (b) You will comply with any policies, procedures, operating rules, directions of SelfWealth from time to time in relation to the operation of the Solution and Trade Service, your Membership, your access to the Website, App, Solution and Trade Service and the manner of performance of your obligations under these Terms.
- (c) You are responsible for all dealings through the Trade Service, 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.

**11. Portfolio information**

- (a) If you use the Trade Service, you authorise the Broker to provide information about your Portfolio to SelfWealth.
- (b) You acknowledge and agree that when SelfWealth or Service Provider accesses and retrieves information from third party sites, SelfWealth and Service Provider are acting as your agent, and not the agent or on behalf of the third party.
- (c) You understand and agree that the Solution is not endorsed or sponsored by any third party account providers accessible through the Solution.
- (d) You agree that third party account providers shall be entitled to rely on the foregoing authorisation, agency and power of attorney granted by you.
- (e) Information concerning the Available Investments and value of Investments in your Portfolio can also be entered into the Solution by you manually.
- (f) You consent to SelfWealth disclosing to other Members information regarding the current and historical performance of your Portfolio and your Profile Information (but not your Personal Information).

**12. 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) Upon cancellation of your Membership and termination of these Terms, you will no longer have access to the Website, App, Solution or Trade Service, other than those portions of the Website which are publicly available to all users. Any such use of the Website by you will continue to be subject to these Terms.
- (c) 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.
- (d) Despite any other provision in these Terms of Use, this clause 12 and clauses 15, 16, 17, 17(b), 20, 21, 22, 23, 25 and 26 survive the expiry or termination of these Terms.

**13. Third party information**

- (a) The Website, App, Solution and Trade Service 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.

**14. No recommendations**

- (a) You acknowledge that SelfWealth is not authorised to, and does not through the Website, App, Solution or Trade Service, provide personal financial product advice (within the meaning of the Corporations Act).
- (b) All information provided on the Website, App, Solution or Trade Service 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 My 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 My Portfolio represents only a snapshot of the limited criteria on which it is based, being:
    - (a) the number of Holdings in My Portfolio;
    - (b) how evenly My Portfolio is spread across different Holdings;
    - (c) a measure of the number of Holdings considered lower risk in My 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 My Portfolio (e.g. Australian stock and ETFs; and
  - (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 of a Portfolio is not a reliable indicator of the level of investment risk and volatility of the Available Investments in the Portfolio; and
  - (v) 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
  - (vi) 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) 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 factual information only and do not convey any recommendation or statement of opinion by SelfWealth that a Portfolio is generally suitable for Members or is suitable for you.

## 15. Disclosure

- (a) You acknowledge that you have been provided with access to our [Financial Services Guide](#) through the Website at [www.selfwealth.com](http://www.selfwealth.com) and the Financial Services Guides of each of the providers of the Professional Portfolios through the website at [www.selfwealth.com](http://www.selfwealth.com).
- (b) SelfWealth may provide benefits to third parties in connection with the Website, App and Solution, including:
  - (i) distributors (such as accountants and other professional service providers) who refer Members to us; and
  - (ii) the providers of the Professional Portfolios.

## 16. Intellectual property

- (a) All intellectual property rights (including copyright and patents) in the Website, App, Solution, Trade Service, Content 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 Website, App, Solution or Trade Service or any Content except as permitted in these Terms.
- (b) The Website, Solution, App or Trade Service and Content 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 Website, App, Solution or Trade Service.
- (c) We grant you a non-exclusive and non-transferable licence to use the Website and, if you are a Member, the Solution, App or 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 or Trade Service or any portion them.

## 17. Privacy

Any personal information submitted by you to SelfWealth is subject to and will be handled in accordance with our privacy policy (**Privacy Policy**). The Privacy Policy forms part of these Terms and is set out at: <http://www.selfwealth.com/>. You agree that, by using the Website, App, Solution or Trade Service 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 18, 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 17(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.

## **18. Prohibited uses**

In using the Website, App, Solution or Trade Service, 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 Website, App Solution, or Trade Service), equipment, functions, features, the Website, Content, Solution or Trade Service;
- (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 Website, App, Solution, or Trade Service 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 Website, App, Solution, Trade Service 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 Website, App, Solution or Trade Service, sending unsolicited bulk emails or calls, continuing to send someone email 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 Website, App, Solution or Trade Service;
- (j) disrupt, impair, alter or otherwise interfere with the functions, features, Content of the Website, App, Solution or Trade Service; restrict or inhibit any other visitor from using the Website, App, Solution or Trade Service, including, without limitation, by means of "hacking" or defacing a portion of this Website, App, Solution or Trade Service;

- (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 Website, App, Solution, or Trade Service to a human-perceivable form;
- (m) remove any copyright, trademark or other proprietary rights notices contained in the Website, App, Solution or Trade Service;
- (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 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 Website, App, Solution, Trade Service or Content to persons who are not Members or have not paid the relevant fee for the service.

## **19. Registration and Login**

- (a) Certain parts of the Website, App, Solution and Trade Service are only accessible to Members who have "logged in" or paid the relevant fee.
- (b) While you are a Member, you represent and warrant that you are the individual identified in the Application Form, you have all necessary authorities in respect of your My Portfolio and that all information you have supplied to us in connection with your use of the Website, App, Solution and Trade Service is true and correct.
- (c) You represent that you do not hold an Australian Financial Services Licence and are not an Authorised Representative of an Australian Financial Services Licence holder.
- (d) When using the Website, App, Solution or Trade Service, 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](mailto:support@selfwealth.com.au). You must exercise particular caution when accessing the Website, App, Solution or Trade Service 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.

## **20. 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 Website, App, Solution or Trade Service, quality, completeness, accuracy, suitability, acceptability or fitness for purpose

in relation to the Website, App, Solution or Trade Service including Content, all links to or from the Website, App, Solution or Trade Service and the goods and services advertised or accessible using the Website, App, Solution or Trade Service. 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 Website, App, Solution or Trade Service. 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 Provider 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 Website, App, Solution or Trade Service nor the security of the Website, App, Solution or Trade Service. Whilst we strive to protect information transmitted via the Solution, App or Trade Service, 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 Website, App, Solution or Trade Service including Content, all links to or from the Website, App, Solution, Trade Service and the goods and services advertised or accessible using the content is limited to resupplying the relevant Website, App, Solution or Trade Service or the reasonable cost of resupplying the relevant Website, App, Solution or Trade Service, 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 employees, agents or contractors (including, the Service Provider) for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Website, App, Solution or Trade Service, all links to or from the Website, App, Solution or Trade Service and the goods and services advertised or accessible using the Website, App, Solution or Trade Service will be the amount of any Membership Fee and Block Trade Fees 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 (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 Website, App, Solution or Trade Service;
    - (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 the 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 the Service Provider 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 Website, App, Solution or Trade Service;
    - (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.

## **21. Indemnity**

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

- (a) any breach of these Terms by you;
- (b) your use of the Website, App, Solution or Trade Service and Your Content; and
- (c) your communications with SelfWealth or the Service Provider.

## **22. 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.

## **23. Severability**

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

## **24. Third party beneficiary**

You agree that the Service Provider is a third party beneficiary of these Terms, with all rights to enforce such provisions as if the Service Provider were a party to these Terms.

## 25. Contacting SelfWealth

If you have questions about the Website, App, the Solution, these Terms or the Privacy Policy, please contact SelfWealth by emailing [support@selfwealth.com.au](mailto:support@selfwealth.com.au).

## 26. Definitions and interpretation

### Definitions;

In these Terms unless the context requires otherwise:

**Active Account:** means a Member has an approved trading account with SelfWealth that they can use to trade.

**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 this Agreement;

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

**App** means SelfWealth TRADING downloaded by a user to a mobile device;

**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 Australia 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;

**Block Trade Fee** means the fee paid by a Member to SelfWealth for access to the Trade Services to execute a specified number of Trades;

**Broker** means a stockbroker which has been selected by SelfWealth from time to time, and notified to Members, as the provider of execution, clearing and settlement services in connection with the 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.

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

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

**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 this Agreement;

**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;

**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;

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

**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;

**Referrer:** means the current Member who makes the Referral;

**Referee:** means the individual who receives the Referral from the Referrer.

**Referral Rewards:** means the Reward granted at the time of the promotion.

**SelfWealth TRADING Account** means a Member's shareholdings administered through the Trade Service and the Member's Cash Balance;

**GST** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*;

**Minimum Membership Period** means period of 0 months starting on the Membership Date;

**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";

**Personal Knowledge:** means the referrer knows the referee on a personal or business level.

**Portfolio** means a Portfolio of Available Investments;

**Professional Adviser** means an entity engaged by SelfWealth to provide a Professional Portfolio;

**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;

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

**Monthly Fee** means in respect of a Month, the fee paid by a Member to SelfWealth for access to the specific features within SelfWealth for that Month;

**Service Provider** means SelfWealth's service providers, including Thomson Reuters, ASX, Chi-X ;

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

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

**Membership Date** means the date on which a user's application to become a Member is accepted by SelfWealth in accordance with clause 4(a);

**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 Thomson Reuters , Inc;
- (c) Content Provided by Other Members;

**Thomson Reuters** means Thomson Reuters (professional) Australia Limited ABN 64 058 914 668;

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

**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 Member's SelfWealth TRADING Account and the Trade is executed on behalf of the Member by the Broker; 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 17(a);

#### **Interpretations;**

In these Terms unless the context requires otherwise:

- (d) the singular includes the plural and vice versa;
- (e) a gender includes the other genders;
- (f) the headings are used for convenience only and do not affect the interpretation of this Agreement;
- (g) other grammatical forms of defined words or expressions have corresponding meanings;
- (h) a reference to a document includes the document as modified from time to time and any document replacing it;
- (i) a reference to a party is to a party to this Agreement and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (j) 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;
- (k) 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;
- (l) the word "month" means calendar month and the word "year" means 12 months;
- (m) 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;



- (n) a reference to a thing includes a part of that thing;
- (o) 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;
- (p) 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)";
- (q) money amounts in these Terms, the Website and Solution are stated in Australian currency unless otherwise specified;
- (r) a reference to time is to Melbourne, Australia time;
- (s) 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;
- (t) 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
- (u) 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.