

A man and a woman are looking at a laptop screen together. 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 looking at the laptop. The background is a window with a grid pattern.

**SelfWealth**<sup>®</sup>

Trade smarter. Every time.

# SelfWealth Terms and Conditions

SelfWealth Ltd  
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130 Lonsdale Street  
Melbourne, 3000, Victoria, Australia

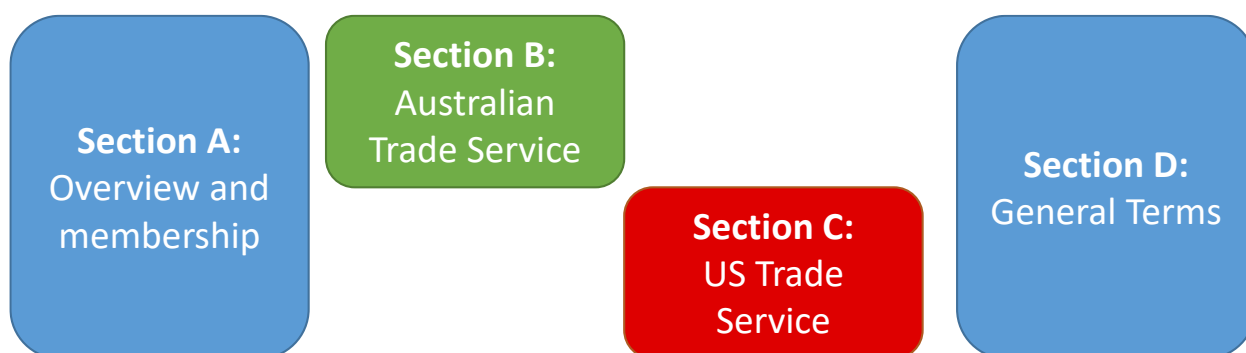
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27<sup>th</sup> November 2021

## Member 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 Members.*

#### 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 Members (referred to as **you** or **your**) to:
  - (i) access and use the public elements of our website [www.selfwealth.com.au](http://www.selfwealth.com.au) (Website);
  - (ii) access and use the Member only elements of the Website, Australian Trade Service and U.S Trade Service;
  - (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, Solution, Australian Trade Service or U.S Trade Service (**Content**); and
  - (v) communicate with us,

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

- (b) Unless otherwise specified, each of the Terms applies to Members.
- (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. Nature of the Solution**

- (a) The Solution is intended to provide Members with self-directed tools to manage their Portfolio and investment performance.
- (b) The Solution provides the following functionality:
  - (i) Members can enter information about their existing Portfolio manually, in accordance with clause 14;
  - (ii) Members can view the End of Day Prices of Available Investments;
  - (iii) Members can track the historical performance of their existing Portfolio or any other Portfolio of Available Investments;
  - (iv) Members make their existing verified Portfolio (including the Available Investments which it contains and its historical performance) visible to other Members on an anonymous basis (Peer Portfolios);
  - (v) Members can track and compare the historical performance of Peer Portfolios.
  - (vi) Members can Watch unlimited Peer Portfolios.
  - (vii) While Watching a Peer Portfolio, a Member:
    - (A) can view the Available Investments which it contains;
    - (B) will be notified of any changes to the Available Investments which it contains; and
    - (C) can use the Peer Portfolio to create a Portfolio for the Member;

- (viii) tools for tracking and comparing the historical performance of Portfolios and Available Investments. Comparisons between Portfolios may exclude certain Portfolios which SelfWealth considers cannot be reliably compared (including Portfolios which have been recently entered into the Solution); and
- (ix) subject to these Terms, access to the Australian Trade Service or U.S 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, you grant SelfWealth a limited power of attorney to undertake and carry out certain actions on your behalf as detailed in the Application Form.
- (c) If your application to become a Member is accepted, and you elect to subscribe to one or more of SelfWealth's membership options and if any Membership Fee is payable, such Membership Fee must be paid:
  - (i) Monthly or annually in advance;
  - (ii) by providing SelfWealth with credit card details or making payment in advance by direct debit from your Cash Balance; and
  - (iii) in accordance with any other requirements contained in the Application Form
- (d) At any time SelfWealth may vary the Membership Fee and the services provided in connection with the Membership Fee from time to time by giving you 30 days' prior written notice via the Solution.
- (e) Failure to pay the Membership Fee within 10 Business Days after it is due for payment constitutes a material breach of the Terms and will entitle SelfWealth to revoke access to subscribed features.
- (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. 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 Members as well as certain information about Members' 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 obligations; and
- (f) SelfWealth will be using the Document Verification Service to verify Members' government issued identification.

## PART B: AUSTRALIAN TRADE SERVICE

*This section applies to Members who wish to access the Australian Trade Service or the U.S Trade Service.*

### 6. Australian Trade Service

- (a) Members who wish to access the Australian Trade Service must:
  - (i) open a SelfWealth 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 the Member's behalf. By doing so, the Member agrees to be bound by the Broker T&Cs;
  - (iii) appoint SelfWealth as the Member's agent for the purposes of providing Trade instructions through the Australian Trade Service;
- (b) If Members pay an annual Membership Fee they:
  - (i) must complete the online Application Form authorising a payment in advance, available at [www.selfwealth.com.au](http://www.selfwealth.com.au);
  - (ii) are entitled to the number of Trades specified through the offer 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 by giving you 30 days' prior written notice.
- (d) 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.
- (e) SelfWealth holds your Cash Balance in respect of the Australian Trade Service on your behalf in a trust account (**Trust Account**) with Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (**ANZ**). SelfWealth holds the Trust Account in its name as bare trustee for you.
- (f) SelfWealth may not advise you of Corporate Actions of any entity which may be relevant to your Portfolio and you will not hold SelfWealth liable for any matter in relation to any Corporate Action. 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;

- (g) SelfWealth is not entitled to withdraw any amounts from your Cash Balance in the Trust Account, except in accordance with a direction from you, including any standing directions given by you under these Terms or otherwise given by you to SelfWealth from time to time. SelfWealth represents that, as any amounts held by SelfWealth in the Trust Account are held on bare trust for Members, they would not be available to SelfWealth's creditors, in the event of SelfWealth's insolvency or otherwise.
- (h) 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.
- (i) You direct SelfWealth to deduct from your Cash Balance any amounts payable in connection with your Trades (including settlement amounts, fees, interest and any other costs or charges) and any fees payable to SelfWealth or a Broker under these Terms.
- (j) SelfWealth may retain interest earned on your Cash Balance that is paid by ANZ. If SelfWealth passes on any portion of interest earned on your Cash Balance, SelfWealth may vary any amount passed on from time to time in its sole discretion.
- (k) SelfWealth may suspend your access to your Cash Balance or the Australian 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.

## **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) the Cash Balance in your SelfWealth Account is insufficient;
  - (vi) your order may need to be manually vetted;
  - (vii) the security may be too thinly traded;
  - (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. Advanced Orders**

- (a) The placement of contingent and/or conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may they be filled as intended by you as market conditions or technological issues (including the unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.
- (b) Neither OpenMarkets or SelfWealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.
- (c) Neither OpenMarkets or SelfWealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction.
- (d) *You agree that any conditional or contingent order placed by you is subject to the OpenMarkets Terms and Conditions and SelfWealth Terms & Conditions*

- (e) *Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you agree it is not possible to cancel the executed order, regardless of the subsequent price action.*

## **9. 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 your 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.

## 10. 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: U.S TRADE SERVICES

*This section applies only to Members that wish to access the U.S Trade Service*

### 11. U.S Trade Service

- (a) Members who wish to access the U.S. Trade Service must:
  - (i) open an Australian Trade Account using the Application Form available at [www.selfwealth.com.au](http://www.selfwealth.com.au) and comply with the terms applicable to the Australian Trade Service;
  - (ii) open a SelfWealth U.S Trade Account using the Application Form available at [www.selfwealth.com.au](http://www.selfwealth.com.au);
  - (iii) open a broking account with the U.S Broker and authorise SelfWealth to provide trading instructions to the U.S Broker on the Member's behalf. By doing so, the Member agrees to be bound by the U.S Broker T&Cs as amended from time to time;
  - (iv) appoint SelfWealth as the Member's agent for the purposes of providing US Trade instructions through the U.S Trade Service;
  - (v) provide SelfWealth with the Member's TFN; and
  - (vi) complete all required IRS forms including W-8 forms.
- (b) In order to use the U.S Trade Service, you must direct SelfWealth to transfer funds from your SelfWealth AUD Cash Balance in the Trust Account to your USD Cash Balance in the U.S Trust Account. Funds transferred to/from your USD Cash Balance in the Trust Account and your AUD Cash Balance will be subject to an exchange rate determined by the U.S. Broker.
- (c) SelfWealth may not 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 U.S Broker for actioning subject to the U.S 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 U.S Broker holds your USD Cash Balance on your behalf in a trust account together with the funds of other clients of the U.S Broker (**U.S Trust Account**) in accordance with the U.S Broker T&Cs.
- (e) SelfWealth may suspend your access to the U.S 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.

## 12. U.S Trade Service Instructions

- (a) SelfWealth will act as agent solely within the parameters of your instructions received through the U.S Trade Service.
- (b) SelfWealth may assume the authenticity of any instructions given or purportedly given through the U.S 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 U.S. 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 U.S 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 U.S Broker T&Cs;
  - (ii) the U.S Trade is unexecuted due to any act or omission of the U.S 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 U.S Broker that a U.S Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.

### **13. Responsibility for U.S Trade Service**

- (a) You acknowledge and agree that:
- (i) in addition to being bound by these Terms, you are bound by the U.S Broker T&Cs when using the U.S Trade Service;
  - (ii) you authorise the U.S Broker to provide information about your Portfolio to SelfWealth.
  - (iii) SelfWealth does not recommend or endorse any U.S 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 U.S Trade and U.S 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 U.S Trade Service;
  - (ii) if an order is filled prior to the U.S 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 U.S Broker's computer systems;
  - (iv) your incorrect operation of the U.S Trade Service;
  - (v) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the U.S. Trade Service;

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

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

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

frequently announced outside of regular trading hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

- (vii) **Risk of Wider Spreads.** The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

## 15. Termination of U.S Trade Service

The U.S Trade Service will terminate on the earlier of:

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

## PART D: GENERAL TERMS

*This section applies to all Members*

### 16. 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 the Australian Trade Service, the U.S 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 U.S 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.

### 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 U.S Available Investments and value of investments in your Portfolio can also be entered into the Solution by you manually.
- (c) You consent to SelfWealth disclosing to other Members information regarding the current and historical performance of your 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) 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.
- (c) SelfWealth does not offer refunds on any fees (excluding Membership Fees paid in advance annually) 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) in the event that your account becomes inactive 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. Inactive is defined as not having accessed the SelfWealth Solution. This can also apply during a free trial period.
- (e) Despite any other provision in these Terms, this clause 16 and clauses 19, 20, 21, 24, 25, 26, 27, 29 and 30 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 your 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 your Portfolio represents only a snapshot of the limited criteria on which it is based, being:
    - (A) the number of investments in your Portfolio;
    - (B) how evenly your Portfolio is spread across different Holdings;
    - (C) a measure of the number of investments considered lower risk in your Portfolio, such as stocks listed on the ASX100, Australian ETFs, cash and interest rate securities or convertible notes;
    - (D) a score based on the different types of asset class in your Portfolio (e.g. Australian stocks 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 may not take into account all investments in your Portfolio;
  - (v) the SafetyRating of a Portfolio is not a reliable indicator of the level of investment risk and volatility of the Available Investments in the Portfolio;
  - (vi) the SafetyRatings and any graphical representations of them do not express any recommendation or statement of opinion in relation to whether Portfolios with any particular SafetyRating may or may not be suitable for Members generally or suitable for you; and
  - (vii) SelfWealth does not recommend making any investment decisions on the basis of a Portfolio's SafetyRating and you should consider obtaining professional financial advice before making any investment decisions.
- (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.

## 21. Disclosure

- (a) You acknowledge that you have been provided with access to our [Financial Services Guide](http://www.selfwealth.com.au/FinancialServicesGuide) through the Website at [www.selfwealth.com.au](http://www.selfwealth.com.au).
- (b) SelfWealth may provide benefits to third parties in connection with the Website, App and Solution, including Distributors (such as accountants and other professional service providers) who refer 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 a Member, the Solution, App, U.S Trade Service or Australian Trade Service, for your own personal use. You may not download (other than page caching) or modify the Website, App or the contents of the Solution, U.S 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 22, 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 21(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, 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 SelfWealth Services to persons who are not 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 Members who have "logged in" or paid the relevant fee.
- (b) you represent and warrant that you are the individual identified in the Application Form, you have all necessary authorities in respect of your Portfolio and that all information you have supplied to us in connection with your use of the SelfWealth Services is true and correct.

- (c) You represent that you do not hold an AFS Licence and are not an authorised representative of an AFS Licence holder.
  
- (d) When using the SelfWealth Services, you are responsible for maintaining the confidentiality of your login details and for restricting access by third parties to your account. You agree to be liable if your login details are used by an unauthorised person and are fully responsible for all activities that are conducted under your membership. If you believe that any of your login details have been compromised, lost or misplaced, you must contact us immediately by email at [support@selfwealth.com.au](mailto: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) We and the Service Providers do not guarantee the delivery of communications over the internet as such communications rely on third party service providers. The exchange of information electronically is vulnerable to interception by third parties and we do not guarantee the security or confidentiality of information available through the SelfWealth Services nor the security of the SelfWealth Services. Whilst we strive to protect information transmitted via the SelfWealth Services, any such information is transmitted at your own risk.
  
- (e) To the extent permitted by law (including the ACL), SelfWealth's liability in respect of any non-excludable warranties or conditions relating to the

SelfWealth Services including Content, all links to or from the SelfWealth Services and the goods and services advertised or accessible using the Content is limited to resupplying the relevant SelfWealth Services or the reasonable cost of resupplying the relevant SelfWealth Services, whichever SelfWealth sees fit to provide.

- (f) For all other claims or liability, and to the extent permitted by law, the maximum liability of SelfWealth and its employees, agents or contractors (including, the Service Providers) for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the SelfWealth Services, all links to or from the SelfWealth Services and the goods and services advertised or accessible using the SelfWealth Services will be the amount of any Membership Fee received from you in the preceding 12 months in the aggregate of all claims.
- (g) Except where SelfWealth fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, SelfWealth will not be liable to you for:
  - (i) any damage, loss or expense resulting from or caused by:
    - (A) any act of SelfWealth which was carried out in good faith (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.
- (h) Except where a Service Provider fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, the Service Provider will not be liable to you for:
  - (i) any damage, loss or expense resulting from or caused by:

- (A) any act of a Service Providers which was carried out in good faith (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), fines, penalties, claims, demands and proceedings incurred howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms, the Broker T&Cs or U.S Broker T&Cs (if applicable) by you;
- (b) your use of the SelfWealth Services and Your Content (as applicable);  
and
- (c) your communications with SelfWealth or the Service Providers.

## **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](mailto:support@selfwealth.com.au).

## 32. Definitions and Interpretation

In these Terms unless the context requires otherwise:

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

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

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

**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 Member's SelfWealth Account and the Trade is executed on behalf of the 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;

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

**Broker** means a 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 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;

**AUD 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;



**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;

**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;

**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 U.S 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 a Member's shareholdings administered through the Australian Trade Service and U.S Trade Service and the Member's Cash Balance and USD Cash Balance;

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

**SelfWealth Services** means the Website, App, Solution, Australian Trade Services or U.S Trade Services;

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

**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(e);

**U.S 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 U.S Broker;

**U.S 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 U.S Trade Service and which you have appointed to trade in U.S Available Investments on your behalf;

**U.S Broker T&Cs** means the terms and conditions applicable to the U.S Broker's execution, clearing and settlement services;

**USD Cash Balance** in respect of a Member, means the amount of cash held by the U.S Broker in the U.S Trust Account held on behalf of the Member;

**U.S Trade** means either a sale or purchase of a U.S Available Investment;

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

**USD 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 the Peer Portfolio from time to time; and

**Your Content** means the content uploaded, posted, linked to, stored, communicated, sent or transmitted on the Website or via the Solution in accordance with clause 21(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.

**K&L GATES**

[klgates.com](http://klgates.com)