

This website and all associated pages, portals, mobile applications and interactive tools (collectively, the OpenInvest Site) are owned and operated by OpenInvest Holdings Limited ACN 618 128 859 and OpenInvest Limited (ACN 614 587 183, AFS Licence 504 155) (OpenInvest, we or us).

Your access to the Site is subject to these Terms of Use, the OpenInvest Privacy Policy, and any other notices or other statements contained herein (collectively, the Terms of Use).

For the purposes of these Terms of Use, a person who:

- (a) uses this Site in any manner is a User;
- (b) registers to use this Site is a Registered User.

These Terms of Use apply to all users of the Site.

## 1. Acceptance of Terms of Use

1.1. By registering for and/or using the Site in any manner, including but not limited to visiting or browsing the Site you agree to be subject to these Terms of Use and to abide by them.

## 2. Licence

2.1. Under these Terms of Use, OpenInvest grants you a limited, personal, non-exclusive, non-transferable, revocable licence to access and use the Site. For all Users who are not investment managers or other OpenInvest partners, you may not use the Site except for your (and/or your family's) personal, non-commercial use. No other rights or licences are granted to you under these Terms of Use.

2.2. Registered Users, investment managers and other OpenInvest partners may submit, upload, post, email, transmit, or otherwise make available information, comments or opinions on the Site (Content). See clause 4 for further details regarding Content.

2.3. In using the Site, you agree not to:

- (a) submit, upload, post, email, transmit, or otherwise make available any Content that:
  - a. is unlawful, harmful, threatening, abusive, menacing, harassing, tortuous, defamatory, vulgar, pornographic, obscene, offensive, blasphemous, libellous, unlawful, invasive of another's privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable;
  - b. personally attacks or is derogatory toward OpenInvest or its service providers, partners or promoters, or its personnel, or otherwise any OpenInvest products or services;

- c. infringes, violates, or misappropriates any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right or any moral right of any party. This includes ensuring that any data or material provided by third party sources is correctly referenced or credited to that third party;

- d. you do not have a right to make available under any law or contractual or fiduciary relationships or obligations;

- (b) submit, upload, post, email, transmit, or otherwise make available any personal information or specific account details about yourself or any person or entity unless such information is required to use the Site;

- (c) submit, upload, post, email, transmit, or otherwise make available any advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;

- (d) knowingly submit, upload, post, email, transmit, or otherwise make available any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

- (e) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or

- (f) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site.

## 3. Registration or Account Opening

3.1. Certain parts of this Site may be protected by passwords or require a login. Further, for authentication purposes, certain features on this Site may require you to input a passcode sent to your mobile phone. Should you choose to register as a Registered User with us or to open an account, you agree to provide OpenInvest with current, complete, and accurate information about you as prompted by the applicable registration or account opening process and agree to regularly update this information to maintain its completeness and accuracy.

3.2. You agree to access only those accounts or parts of the Site which you are authorised to access, and you agree to use your own user names, logins, passwords, when accessing accounts or parts of the Site which you are authorised to access. You agree not to obtain or attempt to obtain unauthorised access to such parts or features of this Site, or to any other protected materials or information, through any means not intentionally made available to you by OpenInvest.

3.3. You are responsible for maintaining the confidentiality of any account information, user names, logins and passwords that you use to access any page or feature on this Site, and for logging off of your account and any protected areas of the Site.

3.4. You are fully responsible for all activities occurring under your accounts, user names, logins and passwords that result from your negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures. If you become aware of any suspicious or unauthorised conduct concerning your accounts or parts of the Site you are authorised to access for the purposes of uploading or altering information, you agree to contact OpenInvest immediately. OpenInvest will not be liable for any loss or damage arising from your failure to comply with this paragraph 3.4.

3.5. Some services and features provided to you through the Site may involve the electronic transmission, including via any email address you provide to us, of information that you may consider to be personal financial information or promotional and marketing materials. Please see our Privacy Policy for further details about our approach to handling personal information.

## 4. Content

4.1. For the purposes of these Terms of Use, the term Content includes without limitation market and portfolio commentary, promotional materials and advertising, articles, financial information or any comment or opinion provided or otherwise made accessible on or through the Site, in any format. This includes without limitation Content provided by a Registered User (User Content) or investment manager or other partner (Partner Content).

4.2. We do not guarantee that any Content will be made available on the Site. We reserve the right to, but do not have any obligation to:

- (a) monitor, remove or edit any Content in

our sole discretion without notice to you for any reason; or

- (b) to remove or block any Content from the Services.

4.3. We do not guarantee the accuracy, completeness or timeliness of Partner Content. Partner Content is not personal financial advice.

4.4 OpenInvest is not responsible for and does not prepare, edit, or endorse any Content, advertising, products, or other materials on or made available from any website owned or operated by a third party that is linked to this Site via hyperlink. The fact that we have provided a link to a third party's website does not constitute an implicit or explicit endorsement, authorization, sponsorship, or affiliation by OpenInvest with respect to such website, its owners, providers, or services.

4.5. All Content on the Site is presented only as of the date published or indicated, and may be superseded by subsequent events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

## 5. General advice warning

5.1. The information shown on the Site is general information only. It does not constitute any recommendation or advice. It has been prepared without taking into account your personal objectives, financial situation or needs and so you should consider its appropriateness having regard to these factors before acting on it. If you do require personal financial advice about investing in the Service, we recommend that you obtain such advice from a financial adviser before making any financial decisions based on the information on the Site.

5.2. In addition:

- (a) you should be aware that past performance does not necessarily indicate a financial product's likely future performance;
- (b) any depiction of a Model Portfolio and its underlying assets on the Site is indicative only as per the date published on the Site. It should not be relied upon as information relating to a current, up-to-date make-up of assets within a Model Portfolio; and
- (c) before making any decision to invest in any Model Portfolio, you should obtain and carefully consider the relevant Product Disclosure Statement (PDS) relating to the Service.

## 6. Further information

- 6.1. For more information to assist you in determining whether to use any of the financial services provided by OpenInvest, you should read the relevant PDS and Financial Services Guide (FSG).
- 6.2. The PDS provides you with information about:
- (a) the key features and benefits of the Service;
  - (b) the key risks of the Service;
  - (c) fees and costs with worked examples;
  - (d) how we manage complaints; and
  - (e) the contact details for OpenInvest.
- 6.3. The FSG provides you with information about:
- (a) OpenInvest as an Australian Financial Services Licensee;
  - (b) what financial services we are authorised to provide to you;
  - (c) how we are remunerated for these services;
  - (d) how we manage complaints; and
  - (e) the contact details for OpenInvest.

## 7. Applications to Invest

- 7.1. Users may open an account in the Service to invest in portfolios of securities, ETFs and/or managed funds (Model Portfolios) that are managed by professional investment managers.
- 7.2. An application to open an account is made through the Site. An investment is offered through a managed investment scheme that is governed by a constitution and registered with ASIC. OpenInvest is the responsible entity of the managed investment scheme and issuer of the PDS relating to the Service.
- 7.3. For more information relating to the Service, the range of Model Portfolios available through the Service and the investment managers who manage them, refer to the relevant PDS and Investment Menu.

## 8. Eligibility

- 8.1. To apply for an account with OpenInvest you must:
- (a) be at least 18 years of age;
  - (b) have an Australian bank account;
  - (c) be an Australian resident for tax purposes;
  - (d) have an Australian residential address; and
  - (e) have received the PDS in Australia.

- 8.2. OpenInvest in its sole discretion, may refuse to accept an application to invest in the Service or may change the eligibility criteria at any time for new investors.

## 9. Confirming your identity

- 9.1. Under Australian law we have an obligation to verify the identity of any person who opens an account with us.
- 9.2. We will verify your identity by verifying your name, residential address, date of birth and your government ID (either an Australian driver licence or passport number), against information available from government databases. Please note that your passport or driver licence must be current i.e. not expired or cancelled.
- 9.3. If you do not consent to electronic verification of your identify or you do not have a current government ID, please contact us at support@openinvest.com.au to make alternative arrangements to verify your identity.

## 10. Disclaimer and Limitation of Liability

- 10.1. To the maximum extent permitted by applicable law, OpenInvest will not be liable in any way for any loss, damage, liability or expense of any nature (including but not limited to legal costs and defence or settlement costs) suffered by you through or otherwise arising out of use of or access to the Site, or our failure to provide the Site. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide the Site or any part of it, or for any problems with the Site, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying the Site or any part of it to you, or to paying for the resupply of the Site or any part of it to you.
- 10.2. To the extent OpenInvest cannot exclude itself from liability hereunder, OpenInvest's maximum liability to you will be limited to the lesser of:
- (a) the maximum to which you are entitled under applicable law; and
  - (b) the amount, if any, which OpenInvest has received from you, and which has not already been rebated to you.

## 11. Intellectual Property

- 11.1. Other than any Content, data, material and property provided by a third party for which OpenInvest has a licence to use and reproduce on this Site (Licensed Material), OpenInvest owns the copyright in this Site.
- 11.2. All Users grant an irrevocable, non-exclusive, royalty free licence to OpenInvest to make available to Users any Content or Licensed Material which has been published on the Site.
- 11.3. Other than where necessary to view material on the Site on your browser, or as permitted under Australian law or these Terms of Use, no information on this Site not originally prepared by you may be reproduced, adapted, uploaded to a third party, linked to, framed, presented in public, distributed or transmitted in any form by any process, without the specific written consent of OpenInvest.
- 11.4. Subject to these Terms of Use, you may not in relation to the Site or any Content or Licensed Material:
  - (a) systematically copy (whether by printing off hardcopies, storing on a storage medium or in any other way) substantial parts of the Site or otherwise use any material contained or made available on the Site, including Content and Licensed Material except as set out in these Terms of Use;
  - (b) remove, change or obscure in any way anything on the Site;
  - (c) reproduce, retransmit, disseminate, sell, publish, misuse or broadcast any material contained or made available on the Site not originally prepared by you, or use anything available from the Site not originally prepared by you in connection with creating, promoting, trading, or marketing investment products without the express written consent of OpenInvest; or
  - (d) use any material from the Site for unlawful and inappropriate purposes.
- 11.5. Any materials downloaded in breach of these conditions remain the property of OpenInvest or its licensors, and you agree to provide all and any necessary information to allow OpenInvest or such licensors to recover its property.

- 11.6. The OpenInvest name and logo are trademarks of OpenInvest. You may only use the OpenInvest trademarks with the express permission of OpenInvest.

## 12. Use of cookies

- 12.1. A cookie is a small file which can be downloaded on a device when you access our website and is then sent back to our website each time you access our website. Cookies may collect and store your information. Cookies are useful because they allow us to recognise your device and your user preferences.
- 12.2. We may use cookies to recognise your device and your user preferences, gather basic tracking information (such as, date, time of visit and preferences), and monitor the presentation of our Site. We may also use analytical cookies, which allow us to recognise and count the number of users on the Site and how users move around it. This information provides us with data to help us improve the Site and make sure users can easily find what they need.
- 12.3. If you do not want us to collect cookies, you may set your browser to block cookies, or to indicate when a cookie is being set by us. However, some portions of the Site may not function properly if the cookies have been disabled.

## 13. Links to other websites

- 13.1. The Site may contain links to other websites of interest. However, once you have used these links to leave the Site, you acknowledge that we do not have any control over that other website. We cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by these Terms of Use or our Privacy Policy.

## 14. General conditions

- 14.1. These Terms of Use are governed by the law in force in the State of Victoria, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria for determining any dispute concerning the Terms of Use.
- 14.2. These Terms of Use can be modified at any time by OpenInvest. If you are a Registered User or Investor, you will receive notification from us informing you that the Terms of Use have changed (including details of the changes) and be asked to accept the amended Terms of Use. If you do not accept the amended Terms of Use, you may not be able to continue to access the Site, including your account.
- 14.3. If the whole or any part of a provision of these Terms of Use is or becomes void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Terms of Use have full force and effect and the validity or enforceability of the particular provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms of Use or is contrary to public policy.

## 15. Termination

- 15.1. We may terminate your access to all or a portion of the Site at any time without notice and without liability, if we have a valid reason to do so. All disclaimers and limitations of liability apply to OpenInvest, its affiliates, partners and content providers and remain in effect in perpetuity.