

SHAREMINDER TERMS OF USE

This website and all associated pages, portals, mobile apps and interactive tools (collectively, the Shareminder Site) are owned and operated by Shareminder Ltd ACN ??? ??? ??? AFS Licence ??? ??? (Shareminder, we or us).

Your access to our Site is subject to these Terms of Use, the Shareminder 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; and
- (b) registers to use this Site is a Registered User.

These Terms of Use apply to all users of the Site, registered or unregistered.

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, Shareminder grants you a limited, personal, non-exclusive, non-transferable, revocable licence to access and use the Site 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 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, tortious, defamatory, vulgar, pornographic, obscene, offensive, blasphemous , libelous, unlawful, invasive of another's privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable;

b. personally attacks or is derogatory toward Shareminder or its service providers, partners or promoters, or its personnel, or otherwise any Shareminder 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) 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 Shareminder 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 use this Site to access only those accounts on which you are authorized to access, and you agree to use your own user names, logins, passwords, when accessing accounts on which you are authorized to access.

You agree not to obtain or attempt to obtain unauthorized access to such parts of or features of this Site, or to any other protected materials or information, through any means not intentionally made available to you by Shareminder.

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 unauthorized conduct concerning your accounts, you agree to contact Shareminder immediately. Shareminder 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, articles, financial information or any comment or opinion provided or otherwise made accessible on or through the Site.

This includes without limitation Content provided by a Registered User (User Content). User Content may also be provided by a Registered User from an investment manager (Manager 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. Relevant Content on the Site has been obtained from fund managers. We do not guarantee its accuracy, completeness nor its timeliness. Such Content should not be considered personal financial advice.

4.4 Shareminder 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 Shareminder 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 market 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 to your circumstances 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 advisor 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 past performance in relation to a partner fund manager's investment ideas 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 performance of those same investment ideas; and

(c) before making any decision to invest in our Service, 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 Shareminder, 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 Shareminder;

6.3. The FSG provides you with information about:

- (a) Shareminder 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 Shareminder.

7. Applications to Invest

7.1. Users may open an account in the Service to invest in portfolios of securities managed by our investment manager partners.

7.2. For more information relating to the Service, the range of investment manager partners available through the Service, please refer to the relevant PDS and Investment Menu.

8. Eligibility

8.1. To apply for an account with Shareminder 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. Shareminder in its sole discretion, may refuse to accept an application to invest in the Service or 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 persons who opens an Investment Account with us.

9.2. We will verify your identity electronically 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 identity or you do not have a current government ID, please contact us on support@shareminder.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, Shareminder 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 Shareminder cannot exclude itself from liability hereunder, Shareminder'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 Shareminder 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 Shareminder has a licence to use and reproduce on this Site (Licensed Material), Shareminder owns the copyright in this Site.

11.2. All Users grant an irrevocable, non-exclusive, royalty free licence to Shareminder to continue to make available to Users any 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 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 Shareminder.

11.4. Subject to the Terms of Use, you may not in relation to the Site or any 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 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, or use anything available from the Site in connection with creating, promoting, trading, or marketing investment products without the express written consent of Shareminder; 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 Shareminder, and you agree to provide all and any necessary information to allow Shareminder to recover its property.

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

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 are not 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 New South Wales, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales for determining any dispute concerning the Terms of Use.

14.2. These Terms of Use can be modified at any time by Shareminder. 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 Shareminder, its affiliates and their content providers and remain in effect in perpetuity.