

1. Introduction

- a.** This website www.shareprices.com.au is owned and operated by SharePrices Australia Pty Ltd trading as (“Share Prices”) ABN 92 105 885 892 who holds an Australian Financial Services Licence (AFSL 287367).
- b.** Your use of the shareprices.com.au website and any content made available from it or through it, including any subdomains thereof, and its Services (“Share Prices website” or “our site”), is subject to these terms and conditions.
- c.** A reference to “Share Prices”, “SharePrices”, “shareprices.com.au”, “us”, “we” is a reference to SharePrices Australia Pty Ltd ABN 92 105 885 892 trading as Share Prices. You will be referred to as “Customer” or “you” or the “client”.
- d.** These terms and conditions, together with the Additional Terms referred to in it (together the “terms of use”), form an agreement between you and Share Prices.
- e.** In addition, when using our site and its Services, you and Share Prices shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the terms of use. We may also offer other services that are governed by different terms and conditions.
- f.** The information available on this website, or communicated to you through emails, mobile phone applications, software or written form is believed to be accurate at the time of completion and is provided by Share Prices or by authorised employees in good faith.
- g.** Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site, accessing, browsing, or registering to use our site, including the offered Services. We recommend that you print a copy of this for future reference.
- h.** By using our site and/or subscribing to our Services, you confirm that you accept these terms of use and that you agree to comply with them.
- i.** If you do not agree to these terms of use, you must not use our site.
- j.** By using our products or services and/or by acknowledging that you have read these Terms and Conditions when you purchase a product or services from us or when you open an account with us or one of our direct affiliates, you accept and agree to comply with these Terms and Conditions, and you acknowledge that your failure to comply with these Terms and Conditions may result in disqualification, the closure of your account, and/or legal action against you, where appropriate.
- k.** By acknowledging these Terms and Conditions you also are acknowledging that you have read, understand, accept and agree with our Financial Services Guide (FSG), Risk Disclosure Statement and Privacy Policy.
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2. Eligibility

- a.** Subject to our Student Policy, persons eligible for a subscription are limited to those natural persons who are at least 18 years of age.
- b.** A legal claim to subscribe to the Share Prices Services does not exist. Share Prices may refuse access to its Services without giving a reason.
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3. General information only

Any information contained within this website or information contained within Share Prices emails, mobile phone applications, software or written form should be used as general information only as it does not take into account your personal circumstances, personal investment needs or objectives, or imply to be comprehensive or constitute investment advice and should not be relied upon as such.

Before considering the use any of the financial services or products offered by Share Prices you should first read in detail our Financial Services Guide (FSG) and Risk Disclosure Statement.

You should also consult a financial advisor or accountant before purchasing any of our or our third party affiliates products or services and before making any investment or investment decisions to ensure they are suitable for your personal investment needs and individual objectives.

4. Additional terms

a. . The terms of use refer to the following additional terms, which also apply to your use of our site. It is recommended that you read through them to ensure that you are familiar with the terms of use before you use any of Services.

These documents include:

- i. Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate;
- ii. Acceptable Use Policy which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy;
- iii. Financial Services Guide;
- iv. Disclaimer Statement;
- v. Copyright and Trademark Notices;
- vi. Product Disclosure Statement;
- vii. Student Policy;

together the “Additional Terms”.

b. Our Services are very diverse, so sometimes other terms or product requirements (including age requirements) may apply. Other terms will be available with the relevant Services, and those other terms become part of your agreement with us if you use those Services.

5. Accessing our site

a. The use of this website or information contained within Share Prices emails, mobile phone applications, software or written form is at your sole risk. Neither Share Prices nor any related entity or affiliates, nor the directors and employees of Share Prices, make any representation or warranty as to the quality, accuracy, reliability, timeliness or completeness of material in the

website or material in websites linked to this website or any other form of communication from us.

b. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted or up-to-date. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

c. Except in so far as liability under any statute cannot be excluded, Share Prices, its directors, employees and consultants do not accept any liability (whether arising in contract, tort, negligence or otherwise) for any error or omission in the material or for any loss or damage (whether direct, indirect, consequential or otherwise) suffered by the recipient of the information or any other person.

d. You are responsible for making all arrangements necessary for you to have access to our site.

e. You are also responsible for ensuring that all persons who access our site through your internet connection or subscription logins are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

6. Usage of our information

Any information made available to you by Share Prices or its employees is strictly for private use only and may not be reproduced, distributed, sold, published broadcast, circulated or made available to the public in any other form without our written consent.

You agree not to distribute, publish or broadcast any information relating to prices paid for our products or services, prices paid in relation to market transactions, outcomes or results of recommendations or advice, information that relates to our marketing and selling techniques or any other information available through our website, emails, mobile phone applications, software, other written forms or verbal communication.

7. Commencement of subscription

By commencing with Share Prices you acknowledge and accept that you have read these Terms and Conditions when using or purchasing a product or services from us or when you open an account with us or one of our direct affiliates, you accept and agree to comply with these Terms and Conditions, and you acknowledge that your failure to comply with these Terms and Conditions may result in disqualification, the closure of your account, and/or legal action against you, if and where appropriate.

By acknowledging these Terms and Conditions you also are acknowledging that you have read, understand, accept and agree with our Financial Services Guide (FSG), Risk Disclosure Statement and Privacy Policy.

8. Subscriptions, usernames, passwords and Personal Identification Numbers (PIN)

- a.** Subscription to Share Prices commences at your request with the opening of your individual account through us by providing your Email address and a verification contact number.
- b.** On the Share Prices sign up requirement you may either receive an SMS text message to the provided contact number that contains a Personal Identification Number (PIN) as a once off confirmation code to verify your subscription or alternatively you may also be sent an email to verify your account opening or you may receive a direct phone call for the verification.
- c.** If you are already a subscriber to Share Prices and forget your login details please contact us to reset it or follow the online prompts to change your passwords via your chosen verification process. i.e. email or text messaging service.

Please note: If you do not receive your PIN or access codes, please contact Customer Service for assistance.

- d.** You must treat your Share Prices Subscription PIN, username and password (Access Codes) as confidential. You will be responsible for avoiding misuse by ensuring that no unauthorised third party has access to the Access Codes. In cases where you suspect misuse of your Access Codes, you must notify us immediately by contacting Customer Service.
- e.** We have the right to disable any user Access Codes, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- f.** If you know or suspect that anyone other than you knows any part of your user Access Codes, you must promptly notify Customer Service and change your username and password, or you can change it online through the My Share Prices page.
- g.** If you have lost or forgotten your Access Codes please contact Customer Service for further assistance.

Please note: In some circumstances the activation period may take up to 76 hours allowing for subscription applications that arrive during a weekend period, public holiday and/or traditional breaks.

- h.** Multiple client login access measures have been implemented to protect your personal information, this means that your login is limited to a number of authorised devices and access will be limited to one device at a time.
- i.** Only one account can be opened and maintained per person (per email Address and verification contact number)
- j.** If you'd like another person to have access to your subscription details or discuss your subscription with us in any way, you will need to contact Customer Service and we will let you know what's involved in approving a third party person.

9. Changes to the terms and services

- a.** We are consistently updating and adding additional new services to our extensive product range of Services. All of our Services will be subjected for scheduled updates, changes, alterations, additions or cancellations.
- b.** We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.
- c.** In particular, but not limited to the following, Share Prices has the right to:

- i. Change the way the Services are displayed, provided or produced;
 - ii. Change, add or withdraw, replace any component, technology or service;
 - iii. Add, withdraw or change any feature or functionality of any of our Services;
 - iv. Re-brand our Services;
 - v. Provide our intellectual technologies to third party affiliates; and
 - vi. Assign a third party to assist or replace existing customer service support and product ranges.
- d.** Share Prices reserves the right to revise (which includes any changes or addition to) any of the terms of use at any time when required. Revisions may be – but are not limited to - for infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct. Revisions may be to comply with any contract, law, regulation or statute or order or judgement of any court, tribunal or other body having competent jurisdiction. It is up to you to monitor and acknowledge all revisions within the terms and conditions. We suggest that you refresh yourself with the terms and conditions annually.
- e.** You will be informed of any revisions in the event Share Prices considers that it will be a material change for you.
- f.** Every time you subscribe to our Services, these terms of use at that time will apply to the agreement between you and us.
- g.** Whenever we revise (which includes any changes or addition to) these terms of use in accordance with this clause 7, we will keep you informed and give you notice of this by stating that the terms of use have been amended and the relevant date and version at the bottom of this document.
- i. Revisions to the term of use or to the Services will be published in writing to you.
 - ii. The revisions to the term of use shall be deemed approved if you do not submit an objection in writing within 30 days of publication by contacting Customer Service.
 - iii. If you reject the revision, your subscription is deemed to be terminated in accordance with clause 10.
- h.** We will send the notice to the last mobile number by SMS, or to your last email or postal (Communication Method) address, recorded by us. We have absolute discretion to choose the Communication Method in each and every case. You are responsible that your contact details are up to date. We may not be able to notify you if your contact details are not kept up to date by you.
- i. Where we send a written notice by post, we will regard that notice as given 5 calendar days after we post it.
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10. Services that will be provided

- a. Share Prices provides users with access to a collection of resources, including various communications tools, videos, research tools, trading tools and forums, which may be accessed through any various medium or device now known or hereafter developed (the "Services").
- b. You also understand and agree that the Services may include certain vital or important communications from Share Prices, such as service announcements, administrative messages and promotions, product offerings, newsletters, and that these communications are considered part of the Share Prices subscription. Please note that you will not be able to opt out of receiving these communications whilst maintaining a subscription.

c. Unless explicitly stated otherwise, any new features that supplement or enhance the current Service, will be subject to the terms of use.

d. We'll provide the Services to you in any or all of the following ways:

or a paid payment plan or subscription and/or an establishment fee;

i. Either via a complimentary (Free Service)

ii. or as an ongoing subscription access for a set premium monthly cost until you cancel your subscription (the "Standard Subscription");

iii. On a payment plan for the subscription of the Premium Membership Services,

iv. An individually negotiated or agreed arrangement for the subscription of the Services for a set contract term and subscription fee, if approved by us and accompanied by a signed written/digital agreement;

v. A Standard Subscription or individually negotiated or agreed arrangement, where you have subscribed through a Third Party Provider with us, and pay us the applicable subscription fee, but where a part or all of your subscription fee may be contributed by the Third Party Provider to you directly, which in effect leads to a reduction of your subscription fee (the "Rebated Subscription");

vi. Any other arrangement which we may provide for a limited time, such as free subscription periods, promotions, etc., which will be announced separately in our communication to you or to the public.

vii. For the avoidance of doubt, any free or trial periods provided is at the discretion of Share Prices.

11. Products and services that are not provided

By accepting these term of use you acknowledge that Share Prices does not provide the following services:

a. Share Prices does not provide you with personal financial advice.

(Unless otherwise acknowledged by entering into a separate additional terms and conditions agreement).

b. Share Prices is not your stock broker or financial adviser.

(Unless otherwise acknowledged by entering into a separate additional terms and conditions agreement with a third party or directly related entity such as Share Prices Advisory Services Pty Ltd ABN: 27 600 417 614 Authorised representative number : 001247650)

c. Share Prices does not trade on your behalf.

(Unless otherwise acknowledged by entering into a separate additional terms and conditions agreement with a third party or directly related entity such as Share Prices Funds Management Pty Ltd ACN 623 398 890 Authorised representative number: 001263287) or Share Prices Advisory Services Pty Ltd ABN: 27 600 417 614 Authorised representative number: 001247650)

d. Share Prices does not open, manage, or run brokerage and/or trading accounts.

(Unless otherwise acknowledged by entering into a separate additional terms and conditions agreement with a third party or directly related entity such as Share Prices Funds Management

Pty Ltd ACN 623 398 890 Authorised representative number: 001263287) or Share Prices Advisory Services Pty Ltd ABN: 27 600 417 614 Authorised representative number: 001247650)

e. Share Prices does not accept or hold on to any client funds, nor do we control our client's funds. (Unless otherwise acknowledged by entering into a separate additional terms and conditions agreement).

You also understand that during any future customer service communications with Share Prices and its representatives, Share Prices will not provide you with any financial or personal advice. However, these services may be made available by entering into a separate agreement between you and Share Prices for the provision of financial services with a third party or directly related entity such as Share Prices Funds Management Pty Ltd ACN 623 398 890 Authorised representative number : 001263287) or Share Prices Advisory Services Pty Ltd ABN: 27 600 417 614 Authorised representative number : 001247650)

12. Termination

- a. Unless stated otherwise in our arrangement with you, you may terminate your free account or Premium membership at any time by contacting Customer Service.
- b. If your account commenced with a free trial and you terminate your account during the free trial period, termination is effective immediately and your account will be closed and your access to the Services will be disconnected from the date of termination.
- c. To terminate a Premium level Share Prices Membership you must contact Customer Service on 1300 123 345 to cancel your Membership subscription at least 3 working days before the end of your monthly billing cycle.
- d. Upon termination, you will receive an automated confirmation via your registered e-mail that the termination was processed and approved.
- e. We may terminate your account or your Premium level membership agreement with you at any time. Except as set out in any of the clauses in 12.f. below, if we terminate your Membership agreement with you or your account, you will be able to access your Services for the remainder of the current monthly billing period if applicable. If we cancel our membership agreement with you or your account during a free trial period (if any), we will cancel your account and your access to our Services immediately.
- f. We may, in our sole discretion but for good reason, immediately terminate or suspend your account or access to all or part of the Services for any reason, including, but not limited to, the following if:
 - i. An Australian government department suspends or cancels any required licences required to provide such Services;
 - ii. An Australian court directs us to suspend or cancel supply of the Services to you;
 - iii. We believe that a change in law will make the provisions of the Services in a way unlawful;
 - iv. We have announced a revision to the terms of use and you have rejected those revisions;
 - v. We have evidence to believe that you are in breach of these terms of use or a misuse as well as that there is misrepresentation or harassing or damaging behavior towards our employees, other subscribers, companies/businesses (listed on our site), or users of our site;
 - vi. We have any reasons to investigate the circumstances of any of the aforementioned; or
 - vii. You breach the terms of use, in particular, do not comply with our Acceptable Use Policy.

g. After termination, you will no longer have access to your account and all information contained therein may be deleted by us. We do not accept any liability for such deleted information or content. You agree that we are not liable to you or any third-party for any termination of your access to the Services.

h. For the avoidance of doubt, if your membership is a rebated membership, as referred to in clause 8, and the Third-Party Provider (who contributes to the payment of your applicable Membership fees) ceases to provide its contribution to you for whatever reason, your membership agreement with us will continue. If you wish to terminate your membership agreement with us you must do so in accordance with this clause.

13. Usage of our services

a. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

b. Any information made available by Share Prices or its Services is for your private use only. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

c. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. Please contact Customer Service for assistance by clicking [here](#).

d. You must not reproduce, distribute, disseminate, broadcast, sell, publish, circulate, notate, assign or give for free, any of the materials made available to you without first seeking the prior written consent of Share Prices. Please contact Customer Service for assistance by clicking [here](#). You may not distribute copy, publish, sell, assign, convey, transfer, pledge, lease or grant any information obtained from Share Prices or its Services at any time.

e. Share Prices shall not be liable for any unauthorised third party use of, or reliance on, their materials or information.

f. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Personal Conduct

Abusive or offensive behaviour towards any of our employees will not be tolerated. Any violation of this policy will result in a suspension or cancellation of your use of our services or such other action as may be reasonably required by Share Prices to ensure compliance. In addition, you are not entitled to make untrue and/or malicious and/or damaging comments with regard to Share Prices in any media or forum. In the event of the suspension or cancellation of your use of our services you understand that Share Prices will not be liable to refund any money paid by you for these services.

14. Assignment

a. Where we reasonably consider there will be no detriment to you, we can without your permission and without notice:

- i. Transfer our rights and obligations under this agreement to a nominee of our choice (Nominee);
- ii. Temporarily or permanently delegate our obligations under this agreement to our Nominee; or
- iii. Novate this agreement to our Nominee by ending this agreement and entering into a new agreement between you and our Nominee, on terms similar to this agreement.

b. If we do any of the above the transfer or delegation or novation will take effect when the relevant document is signed or on the effective date as agreed between us and the Nominee. You irrevocably appoint us as your attorney to sign any necessary documents to enable the transfer, delegation or novation to take effect. Share Prices may assign its rights under the terms of use without your consent.

c. You may not sublicense, assign or transfer your subscription granted by Share Prices to you, without Share Prices' prior written consent, and any such attempt to sublicense, assignment or transfer shall be null and void. Share Prices may withhold consent in its absolute discretion.

15. Third party providers

a. Share Prices has many affiliated businesses, companies, organisations and associates and many other businesses that are listed on the Share Prices websites or Share Prices' business directory, including, but not limited to: brokerage firms, accountants, lawyers, compliance companies, financial advisory firms, charities, sports organisations and educational organisations (the "Third Party Providers").

b. When you are dealing with any Third-Party Provider, these Third-Party Providers all carry their own terms and conditions, Privacy Policies and in some cases, own financial services licences/numbers for any products and services they may display to you. You may be subject to these terms and conditions that may apply when you use a Third-Party Provider or other third-party content or third-party software.

c. The nature of displaying Third Party Providers' information and services are to be utilised solely at your discretion. Share Prices does not suggest, recommend or advise in any manner, either expressly or impliedly, that any particular Third-Party Provider is to be recommended or should be regarded as superior over another listed Third-Party Provider. A listing of a Third-Party Provider also does not mean that the Third-Party Provider's service is appropriate for you. You must make your own inquiries and evaluate the appropriateness of a Third-Party Provider's services and its terms and conditions before you decide if that Third-Party Provider meets your own requirements.

d. You are responsible for any dealing with a Third-Party Provider including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealing, and any such dealing is solely between you and such Third-Party Provider. Share Prices is not responsible for any changes to the terms and conditions or the services of any of the Third-Party Providers, or for any of your trading results with any Third-Party Provider, for example where that Third-Party Provider provides brokerage services or a trading platform, or for any loss or damage of any sort incurred as the result of any such dealings.

16. Advertisers, third party links and resources in our site

If you have any correspondence or business dealings with, or any participation in promotions with any advertisers found on our site or through third party links or referrals, Share Prices is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links on our site.

You agree that you are responsible or liable for any loss or damage from any third-party affiliate or advertiser including payment gateways and receiving's of delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings.

- a.** The Share Prices website does contain links to third party websites or information from third parties which will be clearly identifiable.
- b.** Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- c.** We have no control over the contents of those sites or resources.
- d.** We cannot guarantee the accuracy of these third-party links.
- e.** Share Prices is in no way responsible for the accuracy or endorse the opinions expressed in this material and should not be taken as recommendations or opinions of Share Prices.
- f.** We cannot guarantee the connectivity of these third-party links.
- g.** The term "As advertised on the following websites" may refer to editorials, advertising material, comments or articles on third party websites and in no way, implies an endorsement of our services.
- h.** Clause 15.d. applies equally to any dealings with third parties who you visit as a result of following the aforementioned links.

17. No reliance

- a.** The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- b.** Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date. This is because the information we receive is provided by third parties, or the information we have received has been changed without giving us notice or after the periodical updates we undertake. However, a time stamp on our webpage will indicate to you when third party content or website/webpage information was last updated.
- c.** We make no warranty or representation that our site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.
- d.** Our site is provided "as is" and on an "as available" basis. We give no warranty that our site will be free of defects or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

18. Limitation of our liability

- a.** Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Queensland law.
- b.** To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- c.** We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence); breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with use of; or inability to use, our site or use of or reliance on any content displayed on our site.
- d.** If you are a business user or a publicly listed company, please note that in particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.
- e.** If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, (unless authorised by us in writing) and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- f.** We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- g.** We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- h.** You will not hold Share Prices liable in any way for:
- i. Any inaccuracy of, error or delay in, or omission of the data and/or information provided through its Services ("Content"); or
 - ii. any loss or damage arising from or occasioned by:
 1. Any error or delay in the transmission of such Content;
 2. Interruption in any such Content due to any negligent act or omission by any party to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications or power failure, equipment or software malfunction); or
 3. Any other cause beyond the reasonable control of Share Prices, or non-performance.

19. Uploading content to our site

- a.** Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy.

- b.** You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
 - c.** Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.
 - d.** We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
 - e.** We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.
 - f.** We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.
 - g.** The views expressed by other users on our site do not represent our views or values.
 - h.** We have absolute discretion as to what content is published on our site and may decide in our absolute discretion if content should be displayed or removed, irrespective of third party requests.
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20. Viruses

- a.** Although we use reasonable care and skill in providing our site, we cannot guarantee and not guarantee that our site will be secure or free from bugs or viruses.
 - b.** You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
 - c.** You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
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21. Linking to our site

- a.** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- b.** You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- c.** You must not establish a link to our site in any website that is not owned by you.
- d.** Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

- e. We reserve the right to withdraw linking permission without notice.
 - f. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.
 - g. If you wish to make any use of content on our site other than that set out above, please contact Customer Service for further information.
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22. Recordings

By accepting these Terms and Conditions you agree and acknowledges that all conversations regarding your initial enquiries, account, product or service may be electronically recorded with or without a previous warning. You also agree to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving him/her or Share Prices. You also understand that we destroy such recordings at regular intervals in accordance with the established business procedures and you hereby consent to such destruction.

23. Copyright and trademarks

All trademarks, trade names, service marks and logos displayed throughout this website are the property of Share Prices or licensed by third parties. You may not display, use these as a link, use as a meta tag without the prior written consent of Share Prices or their relevant owner.

Further, all other material used by the Share Prices including but not limited to the software, images, pictures, graphics, photographs, animations, broadcast content, videos, music, audio, text (and any intellectual property rights in and to any of the same) is owned or licensed by us or one of our subsidiaries or associated group companies and is protected by copyright and/or other intellectual property rights. You obtain no rights in such copyright material or trade or service marks and must not use them without the company's written permission.

Nothing contained in this agreement shall be construed as conferring any license or right to any trademark or other intellectual property right of the Share Prices or any other party.

24. Fees and payments

- a. We reserve the right at any time to charge fees for access to the Services or parts of those Services which are currently freely accessible to you. We will give you advance notice of such fees and charges. We will not charge you fees for access to the Services unless we obtain your prior consent to pay such fees.
- b. You may cancel your account at any time if we announce that charges will apply for the free Services or any part thereof.
- c. All new charges, if any, will be posted prominently on our site or emailed to you. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any

subscription offered for sale of our Services by us. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Services.

d. Premium memberships fees are charged based on an initial twelve-month access period therefore the cost of the Premium membership can be accurately broken down to a monthly price value over a single year period.

e. Once a premium membership has been paid for in full and after the completion of the initial twelve-month access period the premium membership will continue indefinitely for free with no further required payments or access expiry dates – we call this our complimentary lifetime access.

25. Payment arrangements

a. If a payment plan is offered by Share Prices to receive all or parts of our Services including premium membership benefits you must provide us with accurate and complete billing information (including your legal name, address, email address and telephone number or any other information as otherwise required from time to time during the subscription process) and let us know of any changes to your billing information as they happen.

b. If you pay your bill using a credit card or direct debit, we may verify your credit card or direct debit. We will use a non-value transaction to do this. However, if not possible, an establishment fee may apply to verify your payment method, for example by charging an establishment fee to your credit card. This will be stated on the offer entered into, if applicable.

c. When you purchase any Services from us including Premium Membership services, the charges and fees (“Price”) and the applicable taxes, will be made clear during the subscription process. You agree to pay the price that is stated at the time of your subscription, as well as any applicable taxes (applicable taxes may vary. We are not able to notify you in advance of changes in applicable taxes).

i. You also agree to the billing frequency stated at the time of your order.

ii. When a payment plan is in place it is up to you to decide how many payment instalments will be required to complete the agreed premium membership purchase price. You may choose your payment frequency from a minimum of a two month payment period through to a twelve-month payment plan.

For example, if you choose to pay off a premium membership over a nine-month period there will be the initial establishment fee plus eight equal payment transactions as per the agreement making up a total of nine separate payment plan instalments.

iii. Based on the payment frequency chosen the price of the premium membership will be divided equally over the number of payment instalments required.

For example, if a premium membership was charged at the RRP of \$5,990 and a \$1,000 establishment fee was paid the remaining \$4,990 would be paid over the following 9 months as 9 equal payments of \$554.44 if a ten month payment plan option was chosen.

iv. All prices are in Australian Dollar (AUD), unless otherwise stated.

v. We reserve our right to change the Price at any time if the subscription is not for a fixed term and if it can be terminated by either party at any time. In such case, we will notify you in advance if the Price changes from what was stated at the time of your subscription. You will have the opportunity to accept the new Price or cancel your subscription or purchase from that point forward.

d. If you don't pay the agreed Price and the applicable taxes by the due date, we will notify you and give you seven days to make the payment. We may suspend your Service during this period. If you don't make your payment within the 30 days, we can:

- i. Restrict the Service (for example, you won't be able to access particular areas of Share Prices products and services);
- ii. Suspend the Service until all amounts due have been paid (any third-party service will also be suspended);
- iii. Terminate the agreement with;
- iv. Take legal action against you to recover the unpaid amount;
- v. Refer you to a collection agency, and/or report your default to a credit reporting agency.

e. You will be responsible for all costs we incur in connection with the collection of unpaid amounts, including court costs, legal fees, collection agency fees and any other associated costs.

f. If you pay the agreed Price and the applicable taxes by cheque and the cheque is dishonoured, you will need to pay a \$27.50 AUD fee (GST inclusive). If you pay a bill by direct debit and there are insufficient funds in the account, you'll also need to pay a \$12.00 fee (GST inclusive).

g. If any amount due and payable is still unpaid 60 days after their due date, and we have taken steps to recover the relevant amount, we may report your default to a credit reporting agency. If we report your default to a credit reporting agency your credit rating may be affected, and you may have difficulty obtaining credit in the future.

h. If we suspend the Service for non-payment, we will reconnect it if you pay all outstanding amounts due. If we suspend the Service, and then reconnect it once you have paid the amount outstanding, then:

- i. any set term will not be extended by the period for which the Service was suspended without managements approval; and
- ii. we may change the billing cycle date in which case we will give you prior notice of your new billing cycle date.

i. GST is included and imposed on all payments scheduled in this Agreement. The GST component will be identified during the subscription process. We will issue a tax Invoice to you periodically on request plus supply you with a final summary receipt of all GST paid for the subscription of Share Prices Services in which GST has been applied.

j. All subscription payments will be in arrears (paid after the Service has been offered to you). This means that if your billing cycle was dated the 1st of each month you would receive your first bill 1st of the following month.

26. Suspending the products and services

a. There will be no suspension fee if you wish to suspend your subscription pursuant to the terms of use.

b. You can suspend your subscribed Services for a period of up to twelve months. To suspend the service, you must give us notice before suspension can take effect by contacting Customer Service. Suspension of the service will take effect once we have received your suspension notice, processed and applied it to your account, at which point you will receive an email notification from us.

c. If your subscription payments follow a specific billing cycle you must give us at least 3 working days' notice prior to the end of your current monthly billing cycle by contacting Customer Service. The suspension of the Service will take effect on the next monthly billing cycle once we have received your suspension notice at which point you will receive an email notification from us. The billing cycle will automatically continue on the agreed set date that you have in place with our customer service department.

d. There are no limitations on the amount of times you can suspend your services, we understand that our clients all have personal lifestyle obligations, please contact Customer Service at any time to arrange a suspension period.

e. While the Service is suspended you won't be able to:

i. Receive the Service (including any alerts or market updates);

ii. Access any Service;

iii. Receive any third-party services through our site other than your direct broker's services, if you have any broker's services;

iv. Receive an area of third party services. You should contact your third-party services provider to see how your third-party services provider might be affected. This would not affect any third-party brokerage firms or trading accounts that you may have.

f. You can suspend the Service for a minimum of one month and a maximum of twelve months. If a reactivation date is not provided an automatic reactivation date of 3 months will apply from the date of the initial suspension date. If a reactivation date is provided we will reactivate your access on the date that is nominated.

g. if you are on a payment plan for a premium membership and you decide to suspend your services you will only pay the balance of the days used in that payment period of serviced that have already been received. (calculations are based on a 28 day calendar month).

For example: if your monthly agreed payment plan price was \$100 and you suspend or cancel your premium membership 8 days into your billing month then the calculation would be:

28 days divided by \$100 = \$3.57 per day.
\$3.57 times 8 days of received services = \$28.57 final balance for received membership services.

27. Cancellations and refunds

By accepting these Terms and Conditions you acknowledged and agree that any refund request of any money paid to Share Prices for products or services will not be considered if you simply change your mind, didn't utilise the services or if your personal circumstances change.

You acknowledge that by entering into an agreement with Share Prices or its related entities you will not be able to cancel this agreement, although you can close your account at any time in accordance with this agreement.

If you are on a payment plan for a premium membership service, you may cancel your scheduled payments at any time by notifying our customer service department.

You can pause / suspend your payment schedules at any time if you choose to delay the payment schedule by notifying our customer service department.

A refund will only ever be considered if we cannot provide you with the product or services that you paid for which is outlined within the agreement that you sign.

In the event of financial loss Share Prices, its employees or any of its related entities accept no liability whatsoever as it is understood and agreed that all financial risk is accepted solely by you and that no refund or reimbursement of these losses will be given.

28. Breach of these terms and conditions

If you breach any of the Terms and Conditions to which you have accepted, we will notify you of the breach and give you a specified period of time to remedy the breach. We may suspend your service during this period and cancel any further arrangements that we have in place.

Failure to remedy the breach in the specified time may result in cancellation of your service and possible legal action being taken by us.

29. Applicable law

a. If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by laws in force in Queensland, Australia. You and we both agree to that the courts of Queensland will have non-exclusive jurisdiction.

b. If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Queensland law. You and we both agree to the exclusive jurisdiction of the courts of Queensland.

30. Terms and conditions conclusion

Share Prices reserves the right to change, amend, add or subtract information from this website including content within these Terms and Conditions, Financial Services Guide (FSG), Risk Disclosure Statement and Privacy Policy without notice.

Share Prices reserves the right to change the way we communicate our services to you without notice.

If any part of this agreement is unenforceable, illegal or void then it alone is severed, and the rest of this agreement remains in force.

By entering into an agreement with Share Prices or any of its related entities or affiliates whether in writing, electronically or verbally you are also acknowledging and accepting the risks outlined in our risk disclosure statement.

31. Contact us

For any assistance with our Terms and Conditions please contact us in one of the following ways:

Postal Address: Level 27, 25 Bligh Street, Sydney Australia NSW, Australia 2000.

Phone: 1300 123 345

E-mail: info@shareprices.com.au

32. Issue date and version

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