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- (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 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.

32. 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 name, 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.
33. You are responsible for maintaining the confidentiality of any account information, user name, 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.
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## 4. Content

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- 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, and should not be relied upon as information relating to the current make-up of assets within a Model Portfolio; and
  - (c) before making any decision to invest in any investment via a Service, you should obtain and carefully consider the relevant Product Disclosure Statement (PDS) and Target Market Determination (TMD) relating to the Service and investment.

## 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 investments.
- 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 investments available through the Service and the investment managers who manage them, refer to the relevant PDS and TMD.

## 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's licence or passport number), against information available from government databases. Please note that your passport or driver's 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 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.

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## 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

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- 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.