

Terms and Conditions of Use

(Advisor)

Welcome to www.finametrica.com ("Website"). This Website is owned and operated by FinaMetrica Pty Ltd (referred to as "FinaMetrica", "we", "us" or "our"), a company registered in Australia, ACN 081 638 271 whose registered office is at Suite 1703, Level 17, 227 Elizabeth Street Sydney, NSW 2000, Australia.

The Website provides access to and use of the Risk Profiling System. The Website makes system requests to the Risk Profiling Engine to perform the functionality of the Test.

The Risk Profiling System is designed for use by a financial planner, wealth manager, broker or other financial advisor ("Advisor", "you", "your") with his or her clients.

This agreement including the FinaMetrica Privacy Policy below ("Agreement") between you and FinaMetrica sets forth the terms and conditions governing your access to and use of this Website and the Risk Profiling System.

Your access to and use of this Website and the Risk Profiling System will indicate that you have read and understand this Agreement and accept its terms and conditions. DO NOT PROCEED TO ACCESS AND USE THE RISK PROFILING SYSTEM UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING. If you accept this Agreement, including all of its terms, please click on the "Accept" button. You may also wish to print and/or save a copy of this Agreement for your records. If you do not accept this Agreement, you will not be able to access and use the Risk Profiling System.

If you have a free thirty (30) day trial subscription for the Risk Profiling System ("Trial"), by clicking the "Accept" button you acknowledge and agree that the terms of this Agreement are applicable to the Trial period and any extension thereof, as well as to any subsequent period for which a subscription fee is paid to FinaMetrica.

REGISTRATION, SECURITY & MONITORING

FinaMetrica has registered you to use this Website and the Risk Profiling System, and provided you with a Username and Password ("Logon").

You agree to keep your Logon secure and confidential to prevent unauthorised use of and access to the Risk Profiling System. You are entirely responsible for all activities associated with or arising from any use of your Logon (regardless of whether you authorised such use). Each Logon must be used for a single Advisor and is not transferable. You must notify FinaMetrica immediately if you become aware of any unauthorised use of your Logon.

FinaMetrica may (but has no obligation to) monitor usage of the Risk Profiling System via your account (including but not limited to concurrent usage of your Logon) and may take any action it deems appropriate, including immediately terminating this Agreement.

SUBSCRIPTION FEES

FinaMetrica reserves the right to change the fees it charges for access to and use of the Risk Profiling System, from time to time in its sole discretion, and to introduce new fees. If such a change increases the fees payable for your access to and use of the Risk Profiling System, FinaMetrica will provide you or the party who pays your subscription fees with not less than one month's prior notification of any such change. If you or the party who pays your fees object to any such change, the only remedy is not to renew your subscription.

If any fees payable for your access to and use of the Risk Profiling System are not paid by the due date, FinaMetrica will have the right to suspend your access until such fees are paid in full. You agree to pay all costs



(including legal fees) incurred by FinaMetrica in collecting any unpaid fees from you. If payment in full is not received, FinaMetrica reserves the right to cancel your access to the Risk Profiling System. Fees are payable whether or not you actually access and use the Risk Profiling System.

TRIAL TERMS

If you are trialling the Risk Profiling System, your Trial will have begun on the date on which FinaMetrica notified you of your Logon.

You will have unlimited use of the Risk Profiling System during your Trial.

If you are trialling the system on a commercial basis, at the end of your Trial, you may be asked by email to subscribe.

After the end of your Trial, FinaMetrica may terminate your subscription and your access to and use of the Website without notice.

LICENSE, INTELLECTUAL PROPERTY RIGHTS, AND RESTRICTIONS

In respect of the Risk Profiling System, FinaMetrica is the owner or licensee of:

- a. any copyright, trade or service mark, design, patent, trade, business or company name or other proprietary right;
- b. any right to registration or application for registration of the rights referred to in paragraph (a); and
- c. algorithms, trade secrets, ideas, concepts, methods, know-how and techniques (collectively, "FinaMetrica's Intellectual Property Rights").

The Risk Profiling System is licensed, not sold. This Agreement only gives you some rights to access and use the Risk Profiling System. FinaMetrica reserves all other rights. You are granted a non-exclusive, non-transferable, non-assignable, terminable licence to access and use the Risk Profiling System for the duration of your Trial or paid subscription subject to the terms and conditions of this Agreement. The Risk Profiling System may be accessed and used by you solely in connection with your business, and the licence is granted without the right to further sub-license or sub-contract. You are expressly prohibited from using the Risk Profiling System in a 'back-office' environment for other Advisors within your firm to use with their clients.

You accept that in relation to your access to and use of the Risk Profiling System:

- a. You will not seek to register any of FinaMetrica's Intellectual Property Rights;
- b. You are only permitted to use FinaMetrica's Intellectual Property Rights for the purposes of and during the term of this Agreement;
- c. You will not exploit, sell, redistribute, lease, rent or sublicense any of FinaMetrica's Intellectual Property Rights to any person;
- d. You will not copy, publish, modify, adapt or reproduce any of FinaMetrica's Intellectual Property Rights, except insofar as such is for your or your clients' use in the management of your clients' financial affairs;
- e. If you use Mappings and/or Descriptors, it is your responsibility to monitor whether there have been changes in the strategic asset allocations from those that applied when the Mappings and Descriptors were created, as these strategic asset allocations may be changed by the third party from time to time at their sole discretion;
- f. You will not make copies of any related documentation, reports or other outputs for any purpose unconnected to this Agreement;
- g. You will not reverse engineer, decompile, decode, decrypt or disassemble the whole or any part of FinaMetrica's Intellectual Property Rights or directly or indirectly allow or cause a third party to reverse engineer, decompile, decode, decrypt or disassemble the whole or any part of



FinaMetrica's Intellectual Property Rights except to the extent otherwise authorized by applicable law:

- h. You will not do or omit to do, or authorize any third party to do or to omit to do, anything which could invalidate or be inconsistent with FinaMetrica's Intellectual Property Rights;
- i. You will not commit any act or omission the likely result of which is that FinaMetrica's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on FinaMetrica's interests;
- j. You will promptly advise FinaMetrica if you become aware of any unauthorized use of the Risk Profiling System or any infringement of FinaMetrica's Intellectual Property Rights;
- k. You will not remove, alter or otherwise tamper with any trade marks, trade names, logos, numbers or other means of identification on any aspects of the Risk Profiling System which come into your possession, custody or control, and will not place any other trade mark or trade name on any aspects of Risk Profiling System or on any packaging or other materials used in connection therewith without the express consent of FinaMetrica;
- I. You will promptly advise FinaMetrica of any complaint received by you regarding the Risk Profiling System; and
- m. You will report to FinaMetrica all software errors or interruptions in the use of the Risk Profiling System as soon as they come to your attention.

This Agreement does not limit any rights that FinaMetrica may have under trade secret, copyright, patent, trademark or other laws.

ACCESS TO RISK PROFILING SYSTEM

In order to use the Risk Profiling System, you will require the necessary software, hardware and connection to the World Wide Web (WWW). You are responsible for installing, maintaining, and operating your software and hardware, and the associated WWW connections. FinaMetrica is not responsible for any problems caused to your software or hardware, including any virus or related problems associated with your use of the Risk Profiling System on your equipment. You agree at all times during the continuance of this Agreement to maintain and use appropriate virus-protection software on your equipment used to access our Website and the Risk Profiling System.

FinaMetrica does not guarantee that the Risk Profiling System will always be available or be uninterrupted. FinaMetrica accepts no liability for any failure to comply with this Agreement where such failure is due to circumstances beyond FinaMetrica's reasonable control.

YOUR REPRESENTATIONS AND RESPONSIBILITIES

FinaMetrica is not engaged in rendering investment or financial advice, and you acknowledge and agree that the information, reports and other outputs provided by the Risk Profiling System do not constitute the provision of financial advice or investment strategy recommendations for a client in any specific situation. The services are intended to provide you with information that can be used in the processes you follow to obtain your clients' properly informed consent with regard to risk.

HISTORICAL RESULTS FROM ANALYSIS OF SAMPLE PORTFOLIO PERFORMANCE ARE PROVIDED MERELY FOR INFORMATION PURPOSES AND SHOULD NOT BE REGARDED AS A PREDICTION OR GUARANTEE OF ANY FUTURE RESULTS.

You acknowledge that you will exercise your own independent judgment in using any of the information and reports provided by the Risk Profiling System and that you will conduct your own research into the suitability of the Risk Profiling System for your client's particular financial situation, circumstances, attitudes, motivations and preferences. FinaMetrica does not guarantee or represent that the Risk Profiling System assesses your clients' current state of mind or will predict your clients' future state of mind or behaviour.



You and/or your employer bear all responsibility for advice and services furnished to your clients, regardless of whether the Risk Profiling System and/or any of the information provided was employed in the development of such advice. You agree to indemnify FinaMetrica in respect of any claims, losses, damages, costs and expenses incurred by or awarded against FinaMetrica out of or in connection with the provision of advice and services furnished by you to your clients or any third party, regardless of whether the Website and/or Risk Profiling System was employed in the provision of such advice and services.

You represent and warrant to FinaMetrica that if you are a professional financial planner, adviser, and/or broker, you have all the required licenses to engage in the services associated with the use of the Risk Profiling System, and that your access to and use of the Website and the Risk Profiling System and any outputs from the Risk Profiling System will be represented accurately and used in compliance with all applicable laws and regulations.

You can provide the Risk Questionnaire to your clients in two ways, online or via a hardcopy questionnaire. If you provide your client with online access to the Website and the Risk Profiling System, your client must agree to the terms and conditions of a clickwrap licence agreement prior to accessing the system. A copy of the clickwrap licence agreement may be obtained from http://www.riskprofiling.com/Downloads/ CLIENT TERMS AND CONDITIONS OF USE GENERAL.pdf. If you provide your client with a hardcopy Risk Questionnaire, you will ensure that the same terms and conditions of use are brought to the notice of your client and that your client executes the declaration of acceptance and agreement in that questionnaire and that you will retain such signed acceptance in your client's file.

When you register a client on **THE WEBSITE**, you will be required to provide a name (which may be a generic or fictitious) and an email address (which may be generic or fictitious). If you provide us with your client's real name and/or email address, you must have your client's consent to do so, that you are disclosing their personal information to us, and must provide your client with a copy of (or refer them to) the FinaMetrica's Privacy Policy which is available at www.riskprofiling.com/privacy.

You may enter the questionnaire answers on behalf of your client. This information will all be stored on FinaMetrica's servers in Australia. By entering such information you are warranting that you have the client's authority to do so.

You have not relied on any representation made by FinaMetrica which has not been expressly stated in this Agreement or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material provided by FinaMetrica.

You agree and acknowledge that the Risk Tolerance Report is a literal summary of the answers that the client provided in the Risk Questionnaire. The Risk Profiling System compares your clients' risk questionnaire answers statistically with the answers given by a sample of the adult population. FinaMetrica has no control over your or your clients' use of the Risk Profiling System and related information.

You agree to generally comply with the instructions and materials provided by FinaMetrica for the use of the Risk Profiling System.

You acknowledge and agree that FinaMetrica may use the risk tolerance and demographic data that you and your clients supply for research and to further develop the Risk Profiling System and may combine this data with similar data from other sources PROVIDED THAT ANY INFORMATION WHICH COULD IDENTIFY YOUR CLIENTS PERSONALLY HAS BEEN REMOVED FROM THE DATA.

FinaMetrica will use the email address provided for you when you were registered to use the Website to send you notices concerning the Risk Profiling System and your use of the Risk Profiling System. These notices may include information on updates to the Risk Profiling System that may be made available from time to time or information pertaining to your subscription to use the Risk Profiling System, including fees due. You agree that



you will accept all electronic communications from FinaMetrica at your email address and will not make any claims against FinaMetrica if you do not receive any such communications. You agree to notify FinaMetrica promptly if your email address changes.

PRIVACY STATEMENT

These terms must be read in conjunction with FinaMetrica's full Privacy Policy which includes a Privacy Statement for financial services industry participants trialling, supplying or commercially using the Risk Profiling System and a Privacy Statement for clients of financial advisors or members of the public using the Risk Profiling System. The FinaMetrica's full Privacy Policy is available at www.riskprofiling.com/privacy.

LINKED WEB SITES

This Website may contain links to other web sites ("Linked Web Sites"). FinaMetrica is not responsible for the content or privacy practices associated with Linked Web Sites. Our links with Linked Web Sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Web Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Web Sites, unless and to the extent stipulated to the contrary. Such Linked Web Sites are visited at your own risk.

MODIFICATION, SUSPENSION OR TERMINATION

FinaMetrica may, in its sole and absolute discretion, suspend your access to the Risk Profiling System, in whole or in part, until further notice, with immediate effect:

- a. to periodically maintain or improve the Risk Profiling System;
- b. to comply with any order, instruction or request of any government, or other competent judicial, administrative, or regulatory authority; or
- c. if we believe there has been an unauthorized access of the Risk Profiling System or any infringement of FinaMetrica's Intellectual Property Rights.

FinaMetrica will endeavour, where possible to provide you with reasonable notice of such suspension.

Whilst FinaMetrica will use its best endeavours to minimise disruption to the Risk Profiling System, unscheduled outages may occur from time to time FinaMetrica may, in its sole and absolute discretion, immediately terminate this Agreement and your licence to use the Risk Profiling System, without notice or liability (including for any refund or credit to you), if we determine, acting reasonably, that:

- you have breached a term of this Agreement, and that breach is not remedied within thirty (30) days of you receiving a notice which requests that the breach be remedied; or
- your use of or access to the Risk Profiling System violates any applicable law or regulation or otherwise inhibits any other subscriber from using or accessing the Risk Profiling System or any other service offered by FinaMetrica on the Website.

Termination shall not relieve you or the party who pays your subscription fee of the obligation to pay any amount accrued or payable to FinaMetrica prior to the effective date of termination.

You agree that upon termination FinaMetrica may, but is not required to, delete all information related to your account and may bar your access to your account and the Risk Profiling System.

On termination of this Agreement for any reason, you must cease using FinaMetrica's Intellectual Property Rights and must cease and prevent any access to the Risk Profiling System using your Logon.

None of the foregoing limits any other legal, equitable, or contractual rights available to FinaMetrica.



DISCLAIMER AND LIMITATION OF LIABILITY

FinaMetrica does not warrant that the Risk Profiling System is free from bugs, viruses, errors, or other program limitations and does not guarantee that the Risk Profiling System will be available for your use at the times or locations of your choosing.

EXCEPT AS SET OUT BELOW, WE EXCLUDE ANY:

- 1. CONDITION OR WARRANTY WHICH WOULD OTHERWISE BE IMPLIED INTO THIS AGREEMENT, RELATING IN ANY WAY TO THIS WEBSITE AND/OR THE RISK PROFILING SYSTEM (TO THE EXTENT PERMITTED BY LAW):
- 2. LIABILITY FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF FORESEEABLE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. IN PARTICULAR, FINAMETRICA WILL NOT BE LIABLE TO YOU OR ANYONE ELSE (INCLUDING ANY CLIENT OF THE ADVISOR) FOR ANY:
 - LOSS OF PROFITS, SALES, BUSINESS OR REVENUE
 - B. BUSINESS INTERRUPTION
 - C. LOSS OF ANTICIPATED SAVINGS
 - D. LOSS DUE TO UNAVAILABILITY OF SYSTEMS
 - E. LOSS OF DATA
 - F. LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION
 - G. ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE

ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, YOUR ACCESS TO OR USE OF THIS WEBSITE AND/OR THE RISK PROFILING SYSTEM, OR YOUR RELIANCE ON THE INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE AND/OR THE RISK PROFILING SYSTEM.

Nothing in this Agreement excludes or limits liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be lawfully excluded.

Where any legislation implies any condition or warranty into your use of or any arrangement arising out of your access to or use of this Website and/or the Risk Profiling System and that legislation prohibits exclusion of that condition or warranty, then that condition or warranty is included to the extent that such condition or warranty cannot be lawfully excluded.

TO THE EXTENT PERMITTED BY LAW, OUR LIABILITY FOR BREACH OF ANY EXPRESS PROVISION OF THIS AGREEMENT OR ANY NON-EXCLUDABLE CONDITION OR WARRANTY IS LIMITED TO THE RE-SUPPLY OF OUR SERVICES.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL FINAMETRICA'S AND/OR ITS REPRESENTATIVES TOTAL LIABILITY TO YOU AND/ OR TO A THIRD PARTY FOR ANY AND ALL CLAIMS OR DAMAGES UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER (INCLUDING NEGLIGENCE) EXCEED THE TOTAL AMOUNT PAID BY YOU OR BY A THIRD PARTY ON YOUR BEHALF FOR THE RISK PROFILING SYSTEM IN THE PREVIOUS 12 MONTHS.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between FinaMetrica and you. FinaMetrica would not be able to have provided this licence without such limitations.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless FinaMetrica and its affiliates, officers, directors, employees, agents and contractors from any and all claims, liability, damages and/or costs (including without limitation legal fees) arising from your failure to comply with this Agreement, an unauthorized use of the Risk Profiling System or relating or arising in any way out of any services or advice alleged to have been rendered or not rendered by or on behalf of you to any third party.



SPECIFIC WARNINGS

Details contained in this Agreement have been prepared in accordance with the laws of New South Wales, Australia and may not satisfy the laws of any other country. It is your responsibility to determine whether the services provided by you as provided for under this Agreement are permitted under the laws of the jurisdiction where you reside. If such services are not permitted, you may not access and use this Website and the Risk Profiling System and you agree to indemnify FinaMetrica for any loss suffered as a result of any claim brought against FinaMetrica relating to your use of the Website and/or the Risk Profiling System being in breach of the applicable law.

You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions, or to data or information contained on your equipment or on this Website. We do not accept responsibility or liability of any nature for any such losses that you may sustain as a result of such activity.

FinaMetrica 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 software or hardware, data or other proprietary material due to your use of our Risk Profiling System or to your downloading of any content on it, or on any website linked to it.

You must not misuse the Website or the Risk Profiling System 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 the Risk Profiling System, the server on which the Risk Profiling System is stored or any server, equipment or database connected to our Risk Profiling System. You must not attack the Website and/or the Risk Profiling System via a denial-of-service attack or a distributed denial-of service attack. In the event of such a breach, your right to use our Risk Profiling System will cease immediately.

GENERAL PROVISIONS

You acknowledge that this Agreement is a complete statement of the agreement between you and FinaMetrica regarding your access to and use of the Website and the Risk Profiling System, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding this Agreement.

The representatives of FinaMetrica are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on FinaMetrica, other than in writing signed by an officer of FinaMetrica. Accordingly, any such additional statements are not binding on FinaMetrica and you should not rely upon such statements.

FinaMetrica may make changes to this Agreement, except that if we are required by law to give you prior notice of any change, the change will not take effect until you have been notified.

If any provision or part provision of this Agreement is invalid, unenforceable or illegal for any reason, then it shall be deemed modified to the minimum extent necessary to make it valid, enforceable and legal. If such modification is not possible, the relevant provision or part provision shall be deemed omitted and the remaining provisions will continue in full force and effect and the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible achieves the intended commercial result of the original provision.

This Agreement is deemed entered into at Sydney, Australia and binding on the parties by you clicking "Accept" and shall be construed as to its fair meaning and not strictly for or against either party.

The Agreement, any dispute or claim arising out of or in connection with it or its subject matter or formation



(including non-contractual disputes or claims), is to be governed by and interpreted in accordance with the laws of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia as regards any dispute or claim or matter arising under this Agreement or in connection with its subject matter or formation (including non-contractual disputes or claims).

DEFINITIONS

Asset Allocation Mappings means the Excel spreadsheet for linking risk tolerance scores to asset allocations at www.riskprofiling.com, as set out under *Risk Profiling System Resources* under the *Resources and FAQs* tab, as amended from time to time.

Asset Allocation Mappings Guide means the guide to Asset Allocation Mappings, at www.riskprofiling.com, as set out under *Risk Profiling System Resources* under the *Resources and FAQs* tab, as amended from time to time. Completed Risk Questionnaire Report means the report showing an individual's answers to the Risk Questionnaire as produced by the Risk Profiling Engine.

Demographic Questionnaire means the questionnaire to collect demographic data about an individual as produced by the Risk Profiling Engine.

Descriptors means descriptions of the historical risk and return characteristics of a third party's strategic asset allocations.

Documentation means the QuickStart Guide, the Asset Allocation Mappings, the Asset Allocation Mappings Guide and the Risk and Return Guide as amended from time to time.

Mappings means mappings of risk tolerance scores to a third party's strategic asset allocations.

Methodology means the processes for using the Test results in the financial advising process as described and embedded in the Documentation.

Quick Start Guide means the guide to using features of the Risk Profiling System at www.riskprofiling.com, as set out under *Risk Profiling System Resources* under the *Resources and FAQs* tab, as amended from time to time. **Risk and Return Guide** means the guide to using FinaMetrica's historical portfolio performance analysis and includes the portfolio information referred to therein, at www.riskprofiling.com, as set out under *Risk Profiling System Resources* under the *Resources and FAQs* tab, as amended from time to time.

Risk Profiling Engine means the separate web-based calculating engine which provides the functionality of the Test to the Website by way of web services calls.

Risk Profiling System means the system comprising the Test, the Documentation and the Methodology, as amended from time to time.

Risk Questionnaire means the questionnaire to test the financial risk tolerance of an individual as produced by the Risk Profiling Engine.

Risk Tolerance Report means the report on an individual's financial risk tolerance as produced by the Risk Profiling Engine.

Risk Tolerance Score means the score calculated by the Risk Profiling Engine for a particular set of answers to the Risk Questionnaire.

Test means FinaMetrica's psychometric test of personal financial risk tolerance the functionality of which is provided by the Risk Profiling Engine and includes the Risk Questionnaire, the Demographic Questionnaire, the Risk Tolerance Score, the Completed Risk Questionnaire Report and the Risk Tolerance Report.

HOW TO CONTACT US

Notices and questions concerning the website or your use of the Services, or any aspect of this Agreement including the Privacy Statement may be directed to FinaMetrica Pty Ltd at Suite 1703, Level 17, 227 Elizabeth Street Sydney, NSW 2000, Australia, or by emailing us at info@finametrica.com.



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