

## 1.0 Website Terms and Conditions

These Terms and Conditions contain critical information, including disclaimers and limitations of liability.

### 1.1 Operator of Website

This is a website operated by Sharewise Group Pty Ltd (ACN 664 471 247) ("Sharewise Group").

The domain is "[www.sharewise.com.au](http://www.sharewise.com.au)" ("Sharewise website") including all proprietary sites connected to the main.

The Sharewise website is operated on behalf of Sharewise Group and its related bodies corporate (together called the "Sharewise Group").

### 1.2 Acceptance of Terms

You acknowledge and accept that your use of the Sharewise website indicates your acceptance of these terms of use.

### 1.3 Jurisdiction

The Sharewise website is an Australian website designed and intended for the jurisdiction of Australia and Australian laws only.

### 1.4 Website Errors

Any error on the website is accidental. Any error or omission on the website is unintentional, and Sharewise Group does not accept responsibility for such errors.

Sharewise Group does not warrant the completeness, correctness nor adequacy of material.

### 1.5 Changes to Information

All information is subject to change without notice.

### 1.6 Viruses

Sharewise Group does not guarantee that its website or third-party sites will be free from viruses, malware, or other harmful components, nor that access will be uninterrupted or error-free.

### 1.7 Liability Limitations

Sharewise Group is not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever arising out of or any material whether in contract, tort including negligence, statute or otherwise.

In the event that Sharewise Group is found to be liable, such liability is limited to \$100.

Sharewise Group may bar, disqualify, or remove any user from the website without notice.

Sharewise Group may at any time vary the terms of use by publishing the varied terms of use on the Sharewise Group website and you accept that by doing this, you have been provided with sufficient notice of the variation.

The Sharewise Group reserves any rights not expressly granted in these terms of use.

### 1.8 No Personal Financial Advice

You acknowledge that unless expressly denoted and objectively labelled, the Sharewise Group does not through the Sharewise online material, provide personal financial product advice (within the meaning of the *Corporations Act 2001*).

### **1.9 Prohibited Activities**

In using the Sharewise Group website, you must not engage or attempt to engage in any activities that a) violate any applicable local, state, federal or international law, b) engage in any end user activity considered detrimental to computing, c) engage in data mining, d) engage in using the index for marketing purposes, e) involve the unauthorised use of any machine or network for purposes not intended by the facility of the website f) gain unauthorised access to the Sharewise Group webpage g) disrupt, impair, alter or otherwise interfere with the functions, features, Content of the Sharewise Group webpages, h) promote in any manner that derivative information used by you are endorsed by Sharewise Group in any way, (i) use any meta-tags or any other "hidden text" utilising Sharewise Groups name or content without written permission, (j) provide access to the Sharewise Groups paid user only access sites to persons who have not paid the relevant fee for the service.

### **1.10 Indemnity**

You indemnify Sharewise Group and the service providers in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings incurred howsoever arising, whether at common law (including negligence) or under statute, in connection with any, a) any breach of these Terms, b) use of the Sharewise Group Webpage, c) any communications with Sharewise or Third Party supplier.

### **1.11 Third-Party Websites and Links**

Links to third party websites operated by third parties ("Third Party websites") might be contained within the Sharewise Group website. The Sharewise Group does not in any manner approve, endorse the third party website nor its operators or the data or information available on those websites ("Third Party Material"). Sharewise Group makes no warranties or representations, subject only to matters that cannot be lawfully excluded;

- regarding the purpose, correctness, accuracy or purpose of Third Party; or
- that Third Party Material does not infringe the intellectual property rights of any body.
- Sharewise Group does not authorise any reproduction of Third Party Material
- Material may be displayed in your browser framed by Material on this website that is also Third Party Material.

All statements on Third Party websites are the sole responsibility of any given Third Party website operator and its application is not an endorsement by the Sharewise Group.

### **1.12 Severability**

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

## **2.0 Sharewise Membership Terms and Conditions**

These Terms and Conditions are an agreement between you ("you") and Sharewise Group Pty Ltd ("Sharewise," or "we"), ACN 664 471 247, by which we provide you access to our membership services, those being our share recommendations and research into the stock market. By subscribing to a Sharewise service you agree to be bound by all applicable Terms and Conditions.

### **2.1 Financial Services Guide**

Prior to subscribing, please review our [Financial Services Guide](#) (FSG). By subscribing to a Sharewise service, you specifically acknowledge that you have received, read, and understood our FSG.

## **2.2 Sharewise Membership**

The services and features included in every membership are outlined on our website.

### **Account Management**

You have the option of opening an account with us on either our own stock trading platform (the “Platform”) or on our partner platform AusieX. All trades are non-discretionary and only executed upon your verbal or written confirmation. The brokerage fees you will be charged as an advisory client are outlined in our [FSG](#).

## **2.3 General Advice Only**

Sharewise provides investing commentary and recommendations for buying and selling shares of publicly traded companies. As stated in our FSG, Sharewise (CAR 001302760) provides only general financial advice. That is, the information we provide does not take your personal circumstances into account. You should therefore consider the appropriateness of the advice we provide in light of your own objectives, financial situation or needs before acting on any of our recommendations. Before buying any of our recommendations, you should also review any product disclosure statement (PDS), prospectus or other disclosure document provided by the issuer.

You therefore agree that all commentary, statements of opinion and recommendations from Sharewise and our advisors is general advice only and we have not taken into account your personal objectives, financial situation or circumstances when preparing or providing such information. You further agree that you bear all the responsibility for your own investment research and investment decisions.

## **2.4 Portfolio Performance**

Sharewise’s advertised returns are based on the percentage change between the stock price at the time of recommendation and the current or sell price (if the position has been closed) at the time of publication. Brokerage, taxes, and any other associated costs are not taken into account.

Please remember that investments can go up and down. Past performance is not necessarily indicative of future returns. Performance figures are not intended to be a forecast and we do not guarantee the performance of, or returns on any investment.

## **2.5 Payment**

Our Memberships are available only by subscription, meaning that you sign up for a set term. All subscription fees are due in advance. You agree that your subscription fee will be billed automatically at the beginning of each renewal period.

For information on the cost of the membership, please consult our [FSG](#). Prices are quoted in Australian dollars and are inclusive of GST and other taxes. Sharewise Group reserves the right to increase the subscription fee upon reasonable notice.

Payments are either taken via credit card or direct deposit. To update your billing details, please contact your advisor or reach out to [clients@sharewise.com.au](mailto:clients@sharewise.com.au).

## **2.6 Cancellation and Refunds**

You may cancel your membership by emailing [clients@sharewise.com.au](mailto:clients@sharewise.com.au). Once cancelled, at the end of the subscription period, you will no longer have access to any of our paid content including past recommendations and research reports.

For first-time annual or multi-year subscriptions, unless stated otherwise, you are entitled to a full refund if you cancel within 30 days of purchase. Refunds are processed via your original payment method for the subscription. After this 30-day period, all fees are non-refundable.

Membership renewals are not entitled to a refund. If you do not want your membership to be renewed, let your advisor know before the renewal date or email [clients@sharewise.com.au](mailto:clients@sharewise.com.au).