

# Goodments Advisor Portal Terms

Effective date: 1 September 2019

By accessing this website, you agree to be bound by all of the following terms and conditions of use. If you do not accept these terms and conditions of use and do not intend to be bound by them you must not use the website or applications and you should exit immediately.

## Who are we and what services do we provide?

Established in 2017, Goodments delivers sustainable investing solutions to Advice professionals and retail customers. Focussing on tools that help our customers engage with sustainable and responsible investing, our goal is to play a key role in redirecting capital to environmentally sustainable, socially responsible and ethical business.

## Copyright

Copyright in the whole and every part of this website is owned by or licensed to the companies within the Goodments group, unless otherwise indicated. Reproduction is limited to the downloading and printing extracts for your personal, non-commercial use. The content of the website may not be copied or otherwise incorporated into or stored in any other website, electronic retrieval system, publication or other work in any form without our prior written consent and in accordance with relevant legislation.

Our trade marks should not be used without our express written permission. Third party trademarks are hereby acknowledged.

## Disclaimers

We will do our best to check this website for viruses but we do not warrant that this website is free of viruses or other malicious content. For your own benefit, you should make sure that you have appropriate software and systems in place to check for viruses and other malicious content on the internet.

We try to ensure that the information on this website is accurate and helpful at all times. However, we cannot warrant the accuracy of any information and cannot be held liable for any use or reliance you may make of or put on it. We do not accept liability for any errors or omissions and reserve the right to change information at any time including but not restricted to; products, services, prices, descriptions and product or service specifications.

We do our best to ensure that this website operates properly at all times, but we make no warranties as to the availability or accessibility of the website, and we will not be liable for any damages, loss, costs or expenses incurred by you as a result of any lack of availability or accessibility of the website.

Goodments does not guarantee the accuracy of any information provided by a 'third party service provider' [service provider], does not exert any editorial control over such information and, in relation to that information, we are acting solely in the capacity of a carrier by conveying the information directly or indirectly from the service provider to you. Goodments does not guarantee the timeliness, sequence, accuracy or completeness of any information provided by a service provider.

You shall use the information provided by the service only for your own use. You must not on-sell any such information nor may you replicate, alter, commercialise, disclose or make available such information to any

person without the express written consent of:

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

We will not be liable for any loss, damage, expense, costs, delays or other liability whatsoever (including without limitation any financial losses such as loss of profit) which you may incur as a result of any event beyond our reasonable control (including without limitation any failure of transmission, communication, computer or other facilities or your inability to access this website for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium).

We will not be liable for any loss, damage, expense, costs, delays or other liability whatsoever incurred by you as a result of you using and/or downloading any third party software which we offer on this website for your convenience and provide no warranty as to its quality or fitness for purpose.

### **Accuracy, completeness and timeliness of information**

Information presented on our website and apps has been obtained from third party sources is believed to be true and accurate. The information on our Platforms is not comprehensive and is intended to provide a summary of the subject matter covered.

While we use all reasonable attempts to ensure the accuracy and completeness of the data and information on our Platforms, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on these Platforms. You should monitor any changes to the information contained on these Platforms.

Neither we nor our associates, including all officers, directors, employees, agents, third parties, service providers, authorising Australian Financial Services licensee, suppliers or relevant Exchanges:

- o make any warranty concerning the accuracy, or reliability, or completeness of the information, on or
- o in relation to the Application. The accuracy, timeliness or completeness of information is not guaranteed by us or any third party; or
- o accept any liability for any claim, loss or damage arising from the display or use of information on the Application. In particular, we and our associates are not liable for any omission, mistake, delay or interruption in providing the information or the information being inaccurate, incomplete, or otherwise misleading, except to the extent resulting from or caused by our negligence, fraud or dishonesty.

Service Providers, including third party suppliers may assert proprietary interests in the information or Intellectual Property presented.

If we provide links to other applications or provide or make available (including by way of a referral) general research, information or recommendations provided by other persons, we are not liable to you if you rely on any research, information, advice or recommendation provided by such applications, persons or service providers.

The information supplied is for your personal and private use only. You must not:

- reproduce, broadcast, otherwise distribute or allow any unauthorised third party to access the information;
- use the information for any unauthorised or illegal purpose; or
- procure or assist another person to do an act prohibited by this clause.

Furthermore, we make no commitments in regards to the minimum amount of uptime that our platforms will maintain, although we will make every reasonable attempt to ensure that the platforms are operational.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of these Platforms or a linked website. You must take your own precautions to ensure that whatever you select for your use from our Platforms is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the Platforms (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the Platforms updated. We are not liable to you or anyone else if errors occur in the information or the Platforms are not up-to-date.

## Indemnity

You will indemnify Goodments and all its officers, employees, agents, related parties and associates against any loss incurred by them as a result of your use of the website or the products available on it.

You must indemnify and hold harmless Goodments or its employees and keep them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

Subject to rights and terms implied by law, Goodments accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of any error, omission or misrepresentation in any information in this website, or in the products available for viewing and downloading on this website.

You agree to indemnify us, our Licensee, Service Providers and each of our respective members and associates, and the directors, officers, agents of either us indemnified parties) against:

- any losses, liabilities or expenses incurred by you arising out of, or in connection with, any of the indemnified parties acting under, or in connection with, this Agreement except to the extent that any loss, liability, or expense is caused by the negligence, fraud or dishonesty of any indemnified party;
- any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under this Agreement;
- any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, any incorrect or misleading representation or warranty given by you under this Agreement; and
- you agree that the risk and liability for unauthorised instructions or fraud lies with you alone, and that you will indemnify us from all loss, costs and expenses arising from such unauthorised instructions or fraud, except to the extent resulting from or caused by our negligence, fraud or dishonesty. We hold the benefit of this indemnity on trust for each indemnified party.

Your liability to indemnify us will be reduced proportionately to the extent a negligent or fraudulent act of ours contributed to the loss.

Each indemnity in this Agreement is a continuing obligation, which is separate and independent from your other obligations, and survives termination of this Agreement.

## Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our Platforms and/or the information or materials contained on it, or as a result of the inaccessibility of these Platforms and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

## Sole use only

Users are unable to share access unless explicitly approved by Goodments.

## Usage

Unless otherwise expressly stated or authorised by Goodments, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within these Platforms. You may not use these Platforms, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

## Unreasonable Use (Fair Usage)

Our Fair Use Policy is intended to ensure that Services are not used in an unreasonable manner. It is unreasonable use where your use of the service is reasonably considered by to:

- a. be fraudulent;
- b. involve a non-ordinary use;

Without limitation fraudulent use includes resupplying or reselling a Service without Goodments' written consent so that someone else may access, use or commercially exploit the Service; Or any other activity which would not be reasonably regarded as ordinary use in relation to the Service.

If We reasonably consider Your use to be unreasonable, we may, at our sole discretion, without telling You before We do so:

- a. suspend or limit the Service (or any feature of it) in accordance with; and/or
- b. terminate the Service in accordance.

## Intellectual property

You acknowledge that copyright and intellectual property rights relating to the information and derived information we provide (including information transmitted electronically), remain vested in us, its creator, or other Service Providers as applicable.

If improper or unlawful use of materials under copyright or other intellectual property rights comes to your notice, you must notify us immediately.

## Restriction or suspension of access

Subject to any applicable law, we can immediately restrict or suspend your access to:

- o The Goodments Service;
- o Your Account; and
- o Any other services we may provide to you.

We will only exercise our right to restrict or suspend in clause if:

- you fail to pay any amount that you are liable for under this Agreement when it falls due;
- you breach any term on which access to the Goodments Service is provided to you including, but not limited to, any policies or codes of conduct that we reasonably require you to adhere to in using the services that are made available to you on the Stake Service or in accordance with this Agreement;
- we have reasonable grounds to believe that your continued access to your Account would result in us:
  - breaching the Corporations Act 2001 [Cth], any Australian law, or the law of another country; or
  - being an accessory to a breach of the Corporations Act 2001 [Cth], Australian law or the law of another country;
- we have any reasonable grounds to believe that your Account is, or may be, being used in connection with a breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 [Cth] or a similar law of another country; or
- If we exercise our right, we may tell you the reason for the restriction or suspension (and any conditions) as soon as is reasonably possible (unless prohibited for legal or regulatory reasons). We do not need to tell you before restricting or suspending your Account access.
- If you use (or appear to use) our services in a way we think is inappropriate or unreasonable, we may suspend or restrict your access without notice.

### Appointment of service providers

We may from time to time appoint third parties to perform certain of our obligations under this Agreement. We may remove any Service Providers or appoint any Service Providers to perform any of our duties under this Agreement. We will exercise reasonable care in the selection of our Service Providers.

Our Service Providers may appoint other agents to provide services under this Agreement. You agree that we will not be liable for any losses sustained or incurred by you by reason of any act, omission, fraud, negligence, insolvency or delay of such persons.

You acknowledge and agree that, under their terms and conditions, the Service Providers have:

- Placed limits on their liability;
- Do not guarantee the availability of their services; and
- Have rights in relation to the Securities that are purchased through them which they might be able to exercise contrary to your interests.

Neither we nor the Licensee are participants on an Exchange. Accordingly, we have appointed DriveWealth, LLC or other relevant Exchange participant and may appoint other Exchange participants to provide execution and clearing services for the Transactions. You must open an account with DriveWealth, LLC to facilitate this.

You agree and acknowledge that it is necessary for you to open accounts with Service Providers and that we will arrange for applications for such accounts to be made to Service Providers on your behalf and provide authorisation for us to disclose personal information to third parties involved directly in delivering the Stake Service.

Opening a Goodments account involves usage of a Service Provider's systems and is subject to that Service Provider's terms and conditions. Goodments may not be a party to any agreement between you and a Service Provider.

## Sustainability and Markets data

Goodments does not guarantee the timeliness, sequence, accuracy, or completeness of market data or any other market information or messages. Goodments shall not be liable in any way for inaccuracies in market data feeds from Third-Party Providers due to: (i) inaccuracy, error, delay, or omission; (ii) non-performance; or (iii) interruption of any such data, information, or message due either to any negligent act or omission by the Third-Party Provider or to any force majeure, technical, hardware, or software malfunctions, lost or unavailable network connections, or failed incomplete or delayed computer transmissions or any other cause.

## Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about these Platforms or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that these Platforms will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to these Platforms, any Content, or any feature of these Platforms at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## Cookies

This website may utilise cookies. If you do not have cookies enabled in your web browser some functions of the site may not work as intended.

## Linked sites

Platforms may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## Account Creation

To create an account, you must:

- o possess the legal right and ability to enter into a legally binding agreement with us;
- o agree and warrant to use these Platforms in accordance with these Terms;
- o pass Goodments authorisation checks, including background and sanction checks.

We retain the right to cancel your account for any reason or refuse your account creation request.

## Collection Notice

We respect the confidentiality of the personal information we collect about customers and potential customers. We abide by the Australian Privacy Principles contained in the Privacy Act 1988 [Cth] and our Privacy Policy can be found on the Website. That document should be read in conjunction with this document.

## Purchases

Users are able to purchase subscription services from Goodments. These services can be delivered via monthly subscription or one-off payments. We reserve the right to cancel or refuse access to our services

for any user. The following terms apply to those users that have purchased said premium features.

Goodments reserves the right to change pricing at any time, and with reasonable notice to our subscribers. At the end of the notice period the user's next billing period (i.e. monthly or annually) payment shall be at the revised price.

Users that subscribe under a reduced rate shall have the discount applied for that period only (i.e. as advised on the offer, up to a maximum of 12 months). After which time, their rate shall revert to standard pricing at that date.

If applicable, users authorise Goodments to automatically debit their credit card on their initial registration and then on each subsequent anniversary of their billing cycle (i.e. monthly or annually), until cancelled.

Fees charged are subject to the Sales Tax in the purchase jurisdiction.

### Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

### Opt-in partner offers

From time to time, users of Goodments will be offered access to partner offers and partner products. In some instances, Goodments may receive referral or affiliate fees from these third parties. Opting – in, unless otherwise specified, will authorise Goodments to share personal information with the third-party provider for the sole purpose of that provider being able to provide product and services to you.

Goodments makes no recommendation or statement, and offers no opinion on the fees, performance or quality of third-party products. Goodments does not show offers the market. Please ensure that you read the appropriate product disclosure before deciding to take up any product.

Goodments retains the right to add, change or discontinue any third part offers at any time.

### Cancellation

Users can cancel subscription at any time. Refunds, total or partial refund, are at the discretion of Goodments.

### Termination

This Agreement remains in force until it is terminated or we are no longer authorised to provide the Goodments service.

Either party may terminate this Agreement by:

- o sending a written notice to the other party terminating the Agreement. Termination will take effect 30 Business Days after the notice is received.
- o immediately by written notice in the event of insolvency, bankruptcy, winding up, death or incapacity of the other party.

We may terminate the Agreement if:

- you fail to pay any amount you are liable to pay under this Agreement;
- you breach any term of this Agreement, or any code of conduct or policy we reasonably require you to adhere to and which we make available to you; we reasonably believe that allowing you continued access to the Goodments Service would result in us: breaching the Corporations Act 2001 [Cth], the Rules, any Australian law, or the law of another country; being accessory to a breach of the kind identified in [Clause 33.3.(c)(i)] [?].
- We reasonably believe that your Account is being used in connection with a breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 [Cth].

## Severance

If any provision of this Agreement is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

## Complaints

We hope you are happy with our service. However, if you're not, you may use our internal dispute resolution (IDR) process by emailing our "Complaints Officer" at [enquiries@goodments.com](mailto:enquiries@goodments.com). We will review and investigate all complaints. We will try to resolve your complaint quickly and fairly. If we don't resolve your complaint within five days, we will tell you in writing. After investigating your complaint, we will write to you explaining the resolution.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.