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- (c) 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;
- (d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
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- 3.2. 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 username, login and password when accessing the Site or your Account. 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.
- 3.3. You are responsible for maintaining the confidentiality of any account information, username, login and password that you use to access your Account or any part of this Site, and for logging out your Account and any protected areas of the Site.
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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 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, you should access and carefully consider the relevant Product Disclosure Statement (PDS) and Target Market Determination (TMD) or Information Memorandum (IM) relating to the Service and investments available.

6. Disclosure Documentation

- 6.1. You can access disclosure documents relating to a Service directly from the Site, including OpenInvest's Financial Services Guide (FSG) and the PDS and TMD (for Services offered to retail investors) or IM (for Services offered to wholesale investors).
- 6.2. The PDS or IM 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 the OpenInvest IDPS-like managed investment scheme that is governed by a constitution and registered with ASIC. OpenInvest is the responsible entity of the IDPS-like managed investment scheme and issuer of the PDS or IM relating to the Service.

8. Eligibility to open an account

- 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 and TMD or IM 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), against information available from government databases.
- 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

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 - (b) the amount, if any, which OpenInvest has received from you as its administration fee in the past 12 months, and which has not already been rebated to you.

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14. General conditions

14.1. These Terms of Use are governed by the law in force in the State of Victoria, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria for determining any dispute concerning the Terms of Use.

14.2. These Terms of Use can be modified at any time by OpenInvest. You may receive notification from us informing you that the Terms of Use have changed and may 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.

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