

## **Share Connect – Terms and Conditions for Website**

### **Services**

Client/Customer appoints Share Connect to provide the following services but not limited to advertising of securities, allowing potential buyers and sellers to browse the website. Share Connect will provide the Services with due care and skill and in accordance with all reasonable and lawful instructions of the Client/Customer.

### **Client/Customer Responsibilities**

Client/Customer must ensure that all information, data and documentation provided to Share Connect is accurate and complete, and that the Client/Customer either owns any such security, information, data or documentation, or is able to provide this to Share Connect without any legal impediment or in breach of any legal obligations. Client/Customer must promptly provide any other instructions, information and assistance reasonably requested by Share Connect in connection with these Services.

### **Fees**

In consideration of Share Connect providing these services, client/customer must pay Share Connect the Fees outlined below. Share Connect reserves the right to adjust the fees where the scope of services ultimately required by client/customer. Unless stated otherwise, all stated Fees are exclusive of GST. Buyers can register at no charge.

### **Payment**

Share Connect will provide clients/customers with the ability to pay any fees via credit card, direct credit or by any other means of electronic payment. Client/Customer must pay the required fee prior to any security being advertised on the website.

### **Confidentiality**

Each party agrees that it will keep confidential the confidential information of the other party except information that is public knowledge (other than as a result of a breach of confidentiality by the party) or that the party is required by law or the rules of a relevant securities exchange to disclose.

### **Termination**

Either party may terminate this agreement with immediate effect by giving written notice to the other party if the other party breaches any material provision of this agreement, if client/customer elects to remove the security from the website, or if an insolvency event occurs in relation to the other party. Termination does not affect any accrued rights or remedies of either party, including without limitation, Share Connects entitlement to fees for services already performed or part-performed.

### **Exclusions and Limitations**

Except as set out in this Agreement, Share Connect makes no express warranties in respect to the provision of the services, and excludes all implied conditions or warranties other than those the exclusion of which would contravene any applicable legislation or cause any part of this clause to be void. To the extent permitted by law, Share Connect excludes all liability for any consequential or indirect loss or damage which may arise in respect of this Agreement. Notwithstanding any other provision of this Agreement, to the extent permitted by law, Share Connects maximum liability under this agreement is limited to the maximum amount of fees that it received by a client/customer.

### **Indemnity**

Client/Customer indemnifies Share Connect against all liabilities, losses, expenses, damages and costs that Share Connect suffers or incurs in connection with the performance by Share Connect of its obligations under this agreement, including as a result of Share Connect acting on any inaccurate, invalid or unauthorised information and documents received by it and except to the extent that any liabilities, losses, expenses, damages and costs arise as a result of the fraud, wilful default or negligence of Share Connect.

## **Relationship**

Client/Customer engages Share Connect as an independent contractor to facilitate the advertising of any security via the website.

## **Risks**

Investing in unlisted, issuer sponsored securities involve a number of associated risks. Anyone looking to invest in unlisted or issuer sponsored securities should seek their own independent legal and financial advice. At no time does Share Connect offer financial advice or endorse any or the securities advertised on the website.

## **Severance**

Part or all of any provision of these terms and conditions that is illegal or unenforceable may be severed and the remaining provisions will continue in force.

## **Governing Law and Jurisdiction**

This Agreement is governed by the laws applicable in the State of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of that state.

## **Definitions**

In these terms and conditions:

“**Agreement**” means the agreement constituted by these terms and conditions, and any other matter relating to the services and fees agreed between the parties.

“**Client**” means the entity in respect of whom Share Connect is to provide the services.

“**Customer**” means the entity in respect of whom Share Connect is to provide the services .

“**Fees**” means the payable by the client/customer to Share Connect as set out in these terms and conditions as otherwise agreed by the parties.

“**Services**” means the services to be provided directly by Share Connect to the Client/Customer as described.

“**Share Connect**” is a service offering

“**Unlisted Security**” is an asset that is not listed with the ASX

“**Issuer Sponsored Security**” For each issuer sponsored holding, you are allocated a unique Security holder Reference Number (or SRN) by the company that issued the shares. This is an asset that is listed on the ASX

“**GST**” means the goods and services tax

“**Website**” means the website of Share Connect which provides these services

“**Financial Advice**” is intended to influence a person or persons in making a decision in relation to a particular financial product or class of financial products

“**Introduction**” the action of introducing someone or something

“**Buyer**” Person, company or another entity which acquires, or agrees to acquire, ownership (in case of goods), or benefit or usage (in case of services), in exchange for money

“**Seller**” A seller is an individual or entity that exchanges any type of good or service in return for payment

We may change or update these terms and conditions for the Share Connect website at any time. An updated version will replace this document on the website and will be effective from the date of posting 18/11/2017.