

User Agreement

IMPORTANT

Your use of this website and the information available on this website is subject to the following terms and conditions:

1. **Ownership** - This site www.investable.com (**website**) is owned and operated by Investable Pty Ltd (ACN 126 755 468) (AFSL Number 398309) (**Investable**). Investable complies with ASIC Regulatory Guide 162 for Internet Discussion Sites (**IDS**).
2. **Service** – Investable independently validates investment ideas and enables professionals to develop, maintain and enhance a network of contacts, seek experts and consultants, create, share, and distribute information in collaboration with one another (**Services**).

You also understand and agree that the Service may include certain communications from Investable, such as service announcements, administrative messages and newsletters. These communications are considered part of Investable membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, will be subject to this agreement.

You understand and agree that the Service is provided "as is" and that Investable assumes no responsibility for the timeliness, deletion, non delivery or failure to store any user communications or personalisation settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. **Acceptance of terms of this agreement** - Your access and use of the website means you accept and agree to comply with the terms of this agreement, our Privacy Policy and other policies and disclaimers on this website as amended from time to time. Your use of and continued access to the website constitutes your acceptance to this agreement and our Privacy Policy.

Investable may amend this agreement at any time by posting the amended terms on the website. The amended agreement will be effective immediately and you will be bound by the amended agreement from that time even if you do not have notice of them. This agreement may not be amended otherwise.

If you breach this agreement, your right to use and access the website automatically terminates. If you are using Investable on behalf of a company or other legal entity, such entity may have a separate agreement with us, but you are nevertheless individually bound by this agreement. If you do not want to become a user, do not conclude the agreement, do not click "Confirm" and do not access, view, download or otherwise use any Investable webpage, information or Services. By becoming a user you acknowledge that you have read and understood this agreement and that you agree to be bound by all of its provisions.

4. **Eligibility** - To be eligible to use the Service, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having an Investable account, (3) are not a competitor of Investable or are not using the Services for reasons that are in competition with Investable; (4) will only maintain one Investable account at any given time; (5) have full power and authority to enter into this agreement and doing so will not violate any other agreement to which you are a party (including employment agreement); (6) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"); (7) maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Investable has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Investable has the right to suspend or terminate your account and refuse any and all current or future use of the Service; and (8) will not violate any rights of Investable, including intellectual property rights such as copyright or trademark rights.
5. **User obligation** - You understand that all information, data, text, photographs, graphics, or other materials (**Content**), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Investable, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Investable does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You understand that by using the Service, you may be exposed to Content that is inaccurate, unreliable, offensive, indecent or objectionable.

Under no circumstances will Investable be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree not to use the Service:

- a) to upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) to harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, a Investable official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e) to upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f) to upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (**Rights**) of any party;
- g) to upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h) to upload, post, email, transmit or otherwise make available any material that contains software 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;
- i) to disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j) to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k) to intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the Australian Securities and Investments Commission, any rules of any national or other securities exchange, including, without limitation, the Australian Securities Exchange and any regulations;
- l) to stalk or otherwise harass another; or
- m) to collect or store personal data about other users.

You acknowledge that Investable may or may not pre-screen Content, but that Investable bodies corporate, or contractors have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service.

Investable and its designees shall have the right to remove any Content that violates this agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Investable or submitted to Investable, including without limitation information in forums or message boards, and in all other parts of the Service.

You acknowledge, consent and agree that Investable may access, preserve, and disclose your account information and Content if required to do so by law or in good faith believes that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this agreement; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Investable, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Investable or content providers for the Service.

You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorised reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

- 6. Restrictions on use** - Investable may change or discontinue any feature of the website including the Materials defined in clause 9, hours of availability and equipment required for access. You may not copy, reproduce, republish, frame, post, upload, distribute, transmit or modify in any way all or any part of the Material contained on this website, unless expressly provided for on the website or expressly authorised in writing by Investable. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Investable account), use of the Service, or access to the Service.

Our website is available only to, and may only be used by, individuals who can form legally binding contracts under their applicable law. Services are not available to and may not be used by persons under 18 years of age. If you do not qualify, please do not use the Services.

- 7. Usage and storage** - Investable may, at its discretion, establish or vary general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Investable's servers on your behalf, and the maximum number of times and the maximum duration for which you may access the Service in a given period of time. Investable has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service.

You acknowledge that Investable reserves the right to log off accounts that are inactive for an extended period of time. Investable may modify these general usage and storage practices and limits from time to time without notice to you.

- 8. Trademarks** - All names, logos and trademarks are the property of Investable or the third parties who have contributed to or who have documents on the website. Nothing on the website should be interpreted as granting any rights to use or distribute any names, logos or trademarks, without the express written agreement of Investable or the relevant contributor or owner of a trademark. Nothing displayed on the website should be construed as granting any licence or right to use any trademark without the express permission of Investable, or the relevant third party contributor or owner of a trademark.
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- 10. Other intellectual property rights** - You acknowledge and agree that the Service and any necessary software used in connection with the Service (**Software**) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Investable or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create works based on the Service or the Software, in whole or in part.

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11. **No Representations** - Investable makes no representations about the accuracy, reliability, completeness or timeliness of the content or information on this website. The content or information on this website may be inaccurate or, false or unreliable.

Investable is neither responsible for nor liable for Material or contributions, information provided by third parties on the website. The use of the website and the Material is at your own risk. Changes are periodically made to the website and may be made at any time, without notice.

12. **No Warranties** - Investable, to the fullest extent permitted by law, disclaims all warranties or representations (express or implied). If the Australian Securities and Investment Commission Act 2001 (Commonwealth), the Trade Practices Act 1974 (Commonwealth) or any corresponding State legislation implies terms, conditions or warranties into some contracts for the supply of goods or any services and prohibits the exclusion, restriction and modification of such terms and that applies to this agreement, then, all warranties express or implied by law in any way relating to access to, or non-access to, the website or the use of or reliance upon the website or the Materials are excluded.

To the extent permitted by law, if Investable breaches this agreement, then its obligations and liability in relation to that will be limited to the re-supply of the Services.

In addition, Investable does not warrant that the website will operate error free or that this website and its servers are free of computer viruses and other harmful material. If your use of the website or the Material results in the need for servicing or replacing equipment or data, Investable is not responsible for those costs.

You own the information you provide Investable under this agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users.

Additionally, you grant Investable a non-exclusive, irrevocable, worldwide, perpetual, unlimited right to us to copy, publish, remove, retain, add, process, in any way now known or in the future discovered, any information you provide, directly or indirectly to Investable, including but not limited to any user generated content, ideas, concepts, techniques or data to the services, you submit to Investable, without any further consent, notice or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss.

13. **Limitation of Liability** - Investable, its directors, agents, contractors and related bodies corporate will not be liable for any damages whatever (including, without limitation, incidental and consequential damages, lost profits, or damages in any case whether foreseeable or not) resulting from the use or access of or inability to use and access the website and its content.

You forever irrevocably indemnify Investable and its related bodies corporate from any claim or demand, including but not limited to any claim by a third party for defamation, legal costs, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of this agreement, or your violation of any rights of another.

You agree that if you find any offending information, on the Investable website you will immediately contact Investable support via the support feature available on the website and ask that it be removed. This includes any content that could reasonably be regarded as likely to be defamatory, misleading or deceptive, or which would amount to illegal or unauthorised activities (for example insider trading or unauthorised offerings of securities). You also agree that Investable has 24 business days to remove the offending material.

You forever irrevocably indemnify Investable for all damages, losses and costs (including, but not limited to, legal fees and costs) related to all third party claims, charges, and investigations, caused by: (1) your failure to comply with this agreement, including, without limitation, your submission of content that violates third party rights or applicable laws; (2) any content you submit to the website; and (3) any activity in which you engage on or through Investable.

14. **Notice** - If you believe that you are entitled or obliged to act contrary to this agreement or under any law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

15. **User-to-user communication recommendations** - Investable offers various forums where you can post your observations, recommendations and comments on designated topics. Investable also enables sharing of information by allowing users to post updates, including links to news articles and other information to their profile.

Ideas you post and information you share may be seen and used by other users, and Investable cannot guarantee that other users will not use the ideas and information that you share on Investable.

If you have an idea or information that you would like to keep confidential and do not want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any Investable group or elsewhere on Investable.

Investable is not responsible for a user's misuse or misappropriation of any Content or information you post in any Investable forums and blogs.

16. **Privacy** - You should carefully read our full Privacy Policy before deciding to become a user. Our Privacy Policy governs our treatment of any information, including personally identifiable information you submit to us.

Please note that certain information, statements, data and content which you may submit to Investable, or groups you choose to join might, or are likely to, reveal personal information. You acknowledge that your submission of any information, statements, data, and Content to us is voluntary on your part.

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in good faith to: (1) comply with legal process, including but not limited to court orders or other compulsory disclosures; (2) enforce this agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a user, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of Investable, our users or the public.

17. **Passwords and security** - If you are a new user you will receive a password and account designation upon completing the Service's registration process. Existing users will have this already. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree: (a) to immediately notify Investable of any unauthorised use of your password or account or any other breach of security, and (b) to ensure that you exit from your account at the end of each session. Investable cannot and will not be liable for any loss or damage arising from your failure to comply with this clause.

18. **Contents and publically available information** - Investable does not claim ownership of Content you submit or make available for inclusion on the Service.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than Investable or its related bodies corporate, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

Publicly accessible areas of the Service are those areas of the Investable network of properties that are intended by Investable to be available to the general public.

19. **Hyperlinks** - The website contains hyperlinks and other pointers to internet websites operated by third parties (**Linked Sites**). The Linked Sites are not under the control of Investable and Investable is not responsible for the contents of any Linked Site or any hyperlink contained in a Linked Site. The inclusion of any link does not imply any endorsement of the Linked Site by Investable. You link to any such Linked Site entirely at your own risk.

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Any information contained on a Linked Site is subject to change without notice by the operator of that website. Investable is not liable for the prices or price changes, including where price changes have not been reflected on the relevant site. Any purchases or dealings you have with a Linked Site are done at your own risk. Investable is not a party to any transaction between you and an operation of a Linked Site.

Your use of a Linked Site is subject to the terms and conditions of that site in addition to the this agreement. If there is any inconsistency, this agreement prevails.

20. **Advertisements** - The website may from time to time contain third party advertisements which contain embedded hyperlinks or which include referral buttons to websites operated by third parties or their licensees or contractors (Advertisers). Clause 19 also applies to sites operated by Advertisers. Any claims by Advertisers are not recommendations or endorsements by Investable.
21. **Disputes with Linked Sites and Advertisers** - Since we do not and cannot be involved in your interaction with Linked Sites and Advertisers, if you have a dispute with one or more Linked Sites or Advertisers (and other users), to the extent permitted by law, you release and indemnify Investable (and our agents and employees) from any claims, demands and damages (actual and consequential, direct and indirect, in any case whether foreseeable or not) of every kind and nature known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
22. **Termination** – Investable may terminate this agreement and your access to the website at any time without notice. If this agreement or your access is terminated, you are no longer authorised to access the website. All restrictions imposed on you, disclaimers and limitations or exclusions of liability set out in this agreement will survive termination.
23. **Misuse of the Service** - Investable may restrict, suspend or terminate the account of any user who abuses or misuses the Services. Misuse of the Services includes inviting other users with whom you do not know to connect; abusing the Investable messaging services; creating multiple or false profiles; using the Services commercially without Investable’s authorisation, infringing any intellectual property rights, or any other behaviour that Investable, in its sole discretion, deems contrary to its purpose.
24. **Governing Law** – Investable is not intended for people outside of Australia. This agreement is governed by and construed in accordance with the laws in force of New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.
25. **User acknowledgement** – As a condition to using the website you agree to the following:
 - a) you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, Corporations Act 2001; Corporations Regulations 2001 and employments laws;
 - b) you will provide accurate information to us and update it as necessary;
 - c) you will review and comply with our Privacy Policy; and
 - d) you will review and comply with notices sent by us concerning the services.
26. **Disclaimer** - You acknowledge and agree that:
 - a) Your use of the service is at your own risk.
 - b) By becoming a user, you do not become a representative of Investable. If you are a representative of a Financial Services Licensee, you act under that licensee’s authorisation. If you are a Financial Services Licensee, you are acting under you license conditions and authorisation. You are liable for any financial services advice or dealing you make through the Services.
 - c) Investable makes no warranty that (i) the service will meet your requirements; (ii) the service will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations; and (v) any errors in the software will be corrected.
 - d) Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
 - e) No advice or information, whether oral or written, obtained by you from Investable or through or from the service shall create any warranty not expressly stated in this agreement.

- f) Due to the global nature of the internet, users outside of Australia (jurisdiction) may access Investable. Investable is not intended to be a forum for discussion of securities that may be offered outside of the jurisdiction, nor is it intended for use by a person outside of the jurisdiction. As such, Investable is not subject to regulatory controls that may exist outside of the jurisdiction.
27. **General** - If any term of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.
- Investable may receive a financial benefit from certain financial product issuers as listed on the website. However, any information posted on the website has been prepared without taking into account your objectives, financial situation or needs and as such, you should before acting on the information or advice, consider the appropriateness of the information or advice in relation to your objectives, financial situation or needs. Please be aware that any information posted on this site should not be considered to be financial product advice.
- a) Postings are at best general information, not professional investment advice prepared by taking into account any individual circumstances and needs of particular investors. Therefore, before acting on the basis of what is said in a posting, you should:
- i. consider consulting a licensed adviser (ASIC's website at www.asic.gov.au has a list of licensed advisers); and
 - ii. visit ASIC's consumer website at www.watchdog.asic.gov.au for general guidance about investing.
- b) People making postings are individually responsible for the accuracy and authenticity of their postings;
- c) because of the nature of the internet, it may be hard to identify or locate the person making a posting. The person may also be in an overseas jurisdiction, so it may be hard to take any legal action against them;
- d) you will have no access to ASIC-approved dispute resolution schemes to recover any losses you may suffer by relying on the postings;
- e) securities cannot be offered to you for sale or issue through postings on the website;
- f) it is advisable that you alert Investable or the ASIC Infoline on 1300 300 630 if you have good reason to suspect that any postings are inaccurate, are based on inside information or are likely to mislead or deceive people who view or use the postings;
- g) you are personally responsible for your postings (including any alterations that you make to postings). You should not include any misleading or deceptive information in your postings and not carry out illegal or unauthorised activities using the IDS. Information in postings may, where appropriate, be made available to ASIC. ASIC and people acting on such information may take action against you;
- h) if you include hyperlinks to other sites, you may be seen as endorsing the material on such sites. It may be advisable to you to warn people accessing other sites that you do not endorse or take responsibility for material in the hyperlinked sites;
- i) if you own or have some other interest in a security, or you have any connection with a securities issuer that you might benefit from, you must disclose that fact in your postings. For example, you may be entitled to receive direct or indirect commissions, fees or other benefits from a financial product or service provider; or you may be associated with a particular securities issuer such as by being an employee or director of a securities issuer. If so, you must disclose that fact in your posting; and
- j) if Investable finds or reasonably suspects that you are making illegal or unauthorised postings, your right to make postings will be withdrawn.
28. **Important information** - to the fullest extent permissible under applicable law, we disclaim any and all implied warranties and representations, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. If you are dissatisfied or harmed by Investable or anything related to Investable, you may close your Investable account and terminate this agreement in accordance with clause 22 and such termination shall be your sole and exclusive remedy.

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