

## **TERMS AND CONDITIONS**

This Application (or Website) is managed and controlled by Fintrest Pty Ltd and its related entities (Fintrest, we, us, our). Your use of, and access to, the Application is subject to these Terms and Conditions (Terms) as well as our Privacy Policy and General Advice Guide, which are incorporated by reference into these Terms. When you use the Application, on a free or Paid Subscription basis, you are agreeing to be bound by these Terms, as well as any other notices, disclaimers or statements issued or authorised by us or that are contained within the Application. If you object to any of these Terms, you must not use the Application.

You acknowledge that you have been provided with access to our Financial Services Guide, Privacy Policy and General Advice Guide through the Fintrest Website at [www.fintrest.com.au](http://www.fintrest.com.au).

The Terms or the Application may be amended at our discretion and without notice to you, including to take account of new laws, regulations, products or technology. Any changes to the Terms or the Application will take effect once they are posted to the Website. By continuing to use the Application, you agree to be bound by the most recent terms, and agree that it is your responsibility to review this page regularly to check for updates to the Terms.

### **Account Access**

In order to use the Application, you agree to provide accurate, up-to-date and complete, information about yourself when you sign up, and you further agree to keep all your Account Data updated throughout the life of your Account. Fintrest does not assume a duty to verify your information.

You are responsible for maintaining the confidentiality of your login details and for restricting access by third parties to your account. You agree to be liable if your login details are used by an unauthorised person and are fully responsible for all activities that are conducted under your Account. If you believe that any of your login details have been compromised, lost or misplaced, you must contact us immediately by email at [support@fintrest.com.au](mailto:support@fintrest.com.au).

No one under the age of 18 may use the Application. You further represent and warrant that by using or registering an Account with the Application, you are at least 18 years of age and that you have the authority, power and rights to enter into these Terms and to acknowledge and agree to perform actions required of you.

You represent that you do not hold an Australian Financial Services License and are not an Authorised Representative of an Australian Financial Services License holder.

### **Billing & Payment Terms**

If you choose to subscribe to a paid version of Fintrest (Paid Subscription), you shall pay Monthly Fees in advance to Fintrest. Upon sign up of a Paid Subscription you will provide Fintrest with the necessary billing information, including credit card details. All currency references are in Australian dollars.

You must promptly notify Fintrest if your billing information is changed (for example when a new credit card is issued) or if you become aware of a potential breach of security (such as credit card loss, theft or any unauthorized disclosure or use of your name or password.) If you fail to disclose any such

information, you agree that Fintrest may continue charging you for any use of the Paid Subscription unless you have terminated your Paid Subscription.

You agree that Fintrest may charge to your credit card all amounts due and owing for your Account on a monthly basis or upon cancellation (see “Termination & Cancellation” and “Refund Policy”).

If your Account is active and in good standing, you will be charged the Subscription Fee even if you never use the service. You may cancel your Paid Subscription at any time.

Failure to pay the Subscription Fee within 25 Business Days after it is due for payment constitutes a material breach of these Terms and will entitle Fintrest to revoke your access.

Fintrest may modify prices at any time. Fintrest will make reasonable efforts to communicate such pricing changes with 30 days advance notice through electronic mail or via the Website.

### **Termination & Cancellation**

You or Fintrest may cancel your Account and terminate these Terms immediately by giving the other party written notice if that party has materially breached these Terms. Upon cancellation of your Account and termination of these Terms, you will no longer have access to the Website, other than those portions of the Website that are publicly available to all users.

If your Subscription Fee payment is overdue, Fintrest may disable your access to the features provided by the Paid Subscription and may, at its sole discretion, terminate these Terms and suspend or terminate your Account. In the event of suspension or termination, your Account will be disabled and you may not be granted access to your Account or any files or other User Content contained in your Account, and Fintrest may delete any of this information.

If you wish to cancel your Account during the 60-day free trial period or after the 60-day free trial period, when your Paid Subscription has commenced, you must email Fintrest at [support@Fintrest.com.au](mailto:support@Fintrest.com.au) and inform us of your intention to cancel.

If you cancel your Account and request that Fintrest delete your User Content Fintrest will make every reasonable effort to do so.

Although termination may result in you no longer being authorised to access the Website, any restriction imposed on you, or disclaimer or limitation of liability contained in these terms, continues. Any legal right that we may have accrued against you up to the date of termination shall not be altered by termination.

### **Refund Policy**

Fintrest does not offer refunds on any fees charged to your Account including partially used periods. Your obligation to pay fees continues through until the end of the month during which you cancel your Account.

### **No recommendations**

You acknowledge that:

1. Fintrest is not licensed to, and does not through the Website or any related service, provide Personal Advice (within the meaning of the Corporations Act).

2. All information provided on the Website or any related service, unless otherwise indicated, is factual information or General Advice only. Such information does not take into account your objectives, financial situation or needs and you should consider obtaining professional financial advice before making any investment decisions.
3. References in the Website to the performance of your Portfolio are to the past performance of that Portfolio. Past performance should not be taken as an indication of future performance.
4. With respect to the Diversification Scores:
  - a. the Diversification Scores of your Portfolio represent only a snapshot of the limited criteria on which they are based, being:
    - i. the number of Holdings, Sectors and Market Capitalisation size buckets in your Portfolio;
    - ii. how evenly your Portfolio is spread across different Holdings, Sectors and Market Capitalisation size buckets
  - b. details as to the manner in which the Diversification scores of your Portfolio have been determined are provided through the Website
  - c. the Diversification Scores of your Portfolio are not a reliable indicator of the level of investment risk of your Portfolio
  - d. the Diversification Scores do not express any recommendation or statement of opinion in relation to whether a portfolio with a particular Diversification Score may or may not be suitable for you
  - e. Fintrest does not recommend making any investment decisions based on a Portfolio's Diversification Scores and you should consider obtaining professional financial advice before making any investment decisions.
5. The tools in the Website for:
  - a. comparing the performance of your Portfolio against your objective;
  - b. comparing your Portfolio Scores against your Profile Scores;
  - c. displaying your Portfolio's particular characteristics;
  - d. calculating how diversified your Portfolio is;
  - e. suggesting what aspects of your Portfolio to focus on;
  - f. displaying the performance of the shares you have invested in; and
  - g. monitoring news items relevant to the shares you have invested in

present factual information only and do not convey any recommendation or statement of opinion by Fintrest that a Portfolio is suitable for you.

6. With respect to the profile scores:
  - a. details as to the manner in which your Profile Scores have been determined are provided through the Website;
  - b. your Profile Scores are based on information provided by you, Fintrest does not control the information provided by you and, as such, does not guarantee the accuracy, integrity or quality of such information;
  - c. your Profile Scores may not be a reliable indicator of your Investment Profile or the types of investments that are appropriate for you;

- d. the Profile Scores do not express any recommendation or statement of opinion in relation to whether a portfolio with Portfolio Scores similar to your Profile Scores may or may not be suitable for you; and
- e. Fintrest does not recommend making any investment decisions on the basis of your Profile Scores and you should consider obtaining professional financial advice before making any investment decisions.

### **Trading Service**

The Trading Service enables Users to place trades through the Fintrest Website by opening an OpenMarkets Trading Account. Users who wish to trade through an OpenMarkets Trading Account must complete the Application process accessed through the Trading page.

In accessing the trading capability with OpenMarkets you:

1. warrant that you agree to comply with the terms applicable to OpenMarket's Terms and Conditions, and
2. indemnify Fintrest against any of your breaches of the terms applicable to OpenMarket's Terms and Conditions.

When you give trading instructions to OpenMarkets through the Fintrest Website:

1. Fintrest will act as agent solely within the parameters of your instructions received through the Trade Service.
2. Fintrest may assume the authenticity of any instructions given or purportedly given through the Trade Service by you or any person claiming to be your representative.
3. Fintrest is not obliged to enquire into any authenticity of instructions received through the Trade Service and you authorise Fintrest to act upon any instructions it reasonably believes to be authentic.
4. Fintrest reserves the right at all times to decline to accept your instructions through the Trade Service without explanation or prior notice for reasons including where: (i) your instructions would result in a breach of the law; (ii) it is not possible to place an order on the market; (iii) the security may be too thinly traded; or (iv) the security is subject to a trading halt.
5. Fintrest will inform you of any instructions declined as soon as reasonably practicable.
6. Fintrest will use its best endeavours to pass on accepted instructions, but Fintrest does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time due to reasons including if: (i) your instructions are contrary to the terms applicable to your Account or the OpenMarkets Terms and Conditions; (ii) the trade is unexecuted due to any act or omission of OpenMarkets; (iii) your instructions are ambiguous or incomplete; (iv) there are insufficient funds in your Account; or (v) your order may need to be manually vetted.

In using the Trading Service you acknowledge and agree that:

1. to the greatest extent permissible by law, Fintrest is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:
  - a. any defect in Fintrest's or OpenMarket's computer systems, or any delay, fault, failure in or loss of access to the Trade Service;

- b. telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party;
  - c. your incorrect operation of the Trade Service;
  - d. inaccuracy, error or omission in any material, data or information provided by you or any other third party through the Trade Service;
  - e. actions of third parties in respect of the Trade Service including OpenMarkets; or
  - f. any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the Trade Service other than as a direct result of the fraud, willful default or gross negligence of Fintrest.
2. share price information may be delayed by up to 24 hours or longer in extraordinary circumstances. The share prices provided are indicative prices only and are the closing prices from the previous trading day. Any trade you make may not achieve this price and the price you achieve may be higher or lower.
  3. The Investment Alerts on the Notification Page are calculated daily based on the closing prices from the previous trading day. The Alerts will not notify you regarding price changes during the day.

The Trade Service will terminate on the earlier of:

1. Termination of your Fintrest Investor subscription;
2. Termination of your broking account with OpenMarkets;
3. Termination of your Account in accordance with these Terms and Conditions.

### **Trade Ideas**

From time to time Fintrest will provide trading ideas through the Website. In considering or implementing these Trading Ideas you acknowledge that:

1. The advice and information given by Fintrest and provided on Fintrest's Website is General Advice only and is not intended as an offer or solicitation with respect to the sale or purchase of any security or financial product.
2. The advice and information provided is prepared for general information only, and as such, your specific needs, investment objectives or financial situation have not been taken into consideration. You should therefore consider the merits of each recommendation for your own specific circumstances and realise that not all investments will be appropriate for all people.
3. There may be a product disclosure statement or other offer document for the securities and financial products we write about in Fintrest. You should obtain a copy of the product disclosure statement or offer document before making any decision about whether to acquire the security or product.
4. Fintrest does not recommend or endorse any Trade Ideas available through the Website, and Fintrest assumes no responsibility of liability in relation to the quality of such Trade Ideas;
5. It is your responsibility to assess and research each Trade Idea and determine its suitability for your purposes

### **Portfolio Analysis Tools**

The Portfolio Analysis Tools (Tools) allow users to assess the composition of their portfolios, its appropriateness for their investment objectives, and the risks they are taking.

In using the Tools you acknowledge and agree that:

1. To the greatest extent permissible by law, Fintrest is not responsible for any loss or damage caused or suffered by you to the extent that the loss or damage results from:
  - a. any defect in Fintrest's computer systems, or any delay, fault, failure in or loss of access to the Tools;
  - b. telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party;
  - c. your incorrect operation of the Tools; or
  - d. inaccuracy, error or omission in any material, data or information provided by you or any other party through the Website.

### **News Service**

The News Service provides access to current announcements for listed Australian companies. Fintrest has engaged Weblink to provide this service.

1. Neither WebLink nor its officers, employees, contractors and agents will be liable for any delay, interruptions, errors, omissions, negligence, or failure to perform its/their obligations under the agreement between Weblink and Fintrest in collecting, recording, processing, storing or disseminating the Service or for the accuracy thereof.
2. WebLink will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this service.
3. The liability of WebLink is limited (at the option of WebLink) to either providing the relevant Service again or extending the equivalent period of time when the failure occurred.

### **Intellectual Property**

Fintrest and/or its officers, agents, employees, directors, licensors, or any other third party suppliers, as applicable, retain ownership of all intellectual property and proprietary rights in the Application and in all trade names, trademarks and service marks associated or displayed with the Application. Using the Application does not grant you a license to use, or any right, title and interest in, any intellectual property you may encounter on the Website.

You must not copy, modify or transmit any part of the Website or any Content except as permitted in these Terms. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Website. You may not download (other than page caching) or modify the Website or the Content or any portion of them.

### **User Content**

Fintrest does not claim ownership over any User Content submitted by you or generated through your use of the Application or the Trade Service. However, by submitting User Content to the Application and using the Application or Trade Service, you grant to us a right to use that information, in accordance with our Privacy Policy.

Fintrest does not control the User Content submitted by you and, as such, does not guarantee the accuracy, integrity or quality of such User Content. You, and not Fintrest, are entirely responsible for all User Content that you submit to the Application or otherwise make available via your Account.

Under no circumstances will Fintrest be liable in any way for any User Content, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content submitted to the Application or otherwise made available via your Account.

You agree that Fintrest is not responsible or liable for the deletion of, or the failure to store or to transmit, any User Content maintained by the Application.

### **Proper Use**

You agree that you will not:

- use the Application to upload, post or otherwise transmit software viruses or any computer code, files or programs designed to disrupt, delete or limit the functionality of any computer software or hardware or telecommunications equipment;
- attempt to disrupt with or “hack” the Application or servers or networks connected to the Application, or disregard requirements, policies, rules or regulations of any networks connected to the Application;
- violate acceptable use or exceed the scope of the Application that you have signed up for; for example, accessing and using the Tools that you do not have a right to use, or sharing User logins;
- take actions that impose an unreasonable or disproportionately large load on our infrastructure;
- decompile, reverse engineer, disassemble, adapt, create derivative works or otherwise reduce to human readable form any software associated with the Application;
- use any network monitoring or discovery software to determine the Application architecture, or extract information about usage, individual identities or users;
- modify, reproduce, republish, promote, replicate, distribute, display, rent, lease, loan, sell, sublicense or transmit for commercial, non-profit or public purposes all or any portion of the Application or the User Content without our prior written permission.
- violate any applicable local, state, federal or international law including, without limitation the Spam Act 2003 (Cth), Copyright Act 1968 (Cth), principles of law or equity established by decisions of courts and statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a government agency;
- interfere with or disrupt any other third parties (including other users of the Website or Trade Service);
- gain unauthorised access to the Website or Trade Service;
- disrupt, impair, alter or otherwise interfere with the functions, features, or content of the Website or Trade Service;
- restrict or inhibit any other visitor from using the Website or Trade Service;
- provide access to the Website or Trade Service or Content to persons who are not Users or have not paid the relevant fee for the service.

### **Use & Storage Practices**

You acknowledge that we reserve the right to log off users who are inactive for an extended period of time and that we reserve the right to log off users for system updates at our sole discretion. We will endeavor to notify customers in the Application prior to any downtime events.

You acknowledge that Fintrest may establish general practices and limits regarding use and storage within the Application and retains the right to create limits on use and storage at our sole discretion at any time with or without notice.

#### **Use of our contact details**

Our contact details, or those of our staff or any other person, may be published on the Website. This publication does not amount to consent by us, or any other person whose details may be published, to receive any unsolicited messages or other communication.

#### **Beta Features**

Fintrest may, at its sole discretion from time to time, add new features or services to the Application (Beta Features). These Beta Features will be considered part of the Application and all provisions of these Terms relating to the Application will apply to these Beta Features as well.

Beta Features may include partially functional or non-functional features of the Application. Use of Beta Features authorizes Fintrest access to your usage data for product development research and analysis.

You acknowledge that access to Beta Features is optional, and if you elect to use Beta Features, you agree to do so at your own risk.

#### **Links**

From time to time, we may provide links to other Websites. These links are provided for your information and convenience only. Our linking of the Website does not constitute endorsement or approval of the contents of any linked Website. We are not responsible for the content or practices associated with any linked Website.

#### **Third party information**

The Website may incorporate information from third parties. Fintrest is not responsible for information from third parties and makes no representation as to the accuracy, reliability, timeliness or appropriateness of the information, nor does Fintrest have any obligation to monitor such third-party information.

#### **No Warranties or Representations by Fintrest Pty Ltd**

To the extent permitted by law (including the Competition and Consumer Act 2010 (ACL)), Fintrest excludes all warranties, whether express or implied (not including any consumer guarantees under the ACL), including any warranties or representations concerning availability of the Website or Trade Service, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Website or Trade Service including Content, all links to or from the Website or Trade Service and the goods and services advertised or accessible using the Website or Trade Service.

Subject to the consumer guarantees provided for in consumer protection legislation (including the ACL), we do not warrant that you will have continuous access to the Website or Trade Service. We will not be liable in the event that the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

Use of the Application or Trade Service is solely at your own risk. You will be solely responsible for any damages that might result related to your use of the Application or Trade Service. The entire risk arising



out of use, security or performance of the Application or Trade Service remains with you. No oral or written information or advice given by Fintrest or its authorized representatives shall create a warranty or in any way increase the scope of Fintrest's obligations.

We do not guarantee the delivery of communications over the internet as such communications rely on third party service providers. The exchange of information electronically is vulnerable to interception by third parties and we do not guarantee the security or confidentiality of information available through the Website or Trade Service nor the security of the Website or Trade Service. Whilst we strive to protect information transmitted via the Website or Trade Service, any such information is transmitted at your own risk.

### **Indemnity**

You agree to indemnify, defend and hold harmless Fintrest, its officers, agents, employees, directors, licensors, or any other third party suppliers from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees as and when incurred) arising from your use of the Application, your use of your Account, your violation of these Terms or the infringement or violation by you or any other User of your Account, of any intellectual property relating to the Application (including without limitation your User Content) or other right of any person or entity.

You also agree to indemnify Fintrest, its officers, agents, employees, directors, licensors, or any other third party suppliers against any claims that information or material which you have provided to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

### **Modifications to Application**

Fintrest reserves the right at any time to modify or discontinue, temporarily or permanently, the Application (or any part thereof) with or without notice. You agree that Fintrest shall not be liable to you or to any third party for any modification, suspension, termination or discontinuance of the Application.

### **Access and Security**

You acknowledge that you may not receive continuous access to the Application and that from time to time, you may encounter errors in your use of the Application.

We disclaim any liability to you in the event the Application is unavailable, for any reason whatsoever (including but not limited to computer downtime attributable to malfunctions, upgrades, server problems, preventative or remedial maintenance activities or interruption in telecommunication supplies).

We may terminate or deny your access to the Application, if we at any time form the opinion that:

- There is a risk to the security of the Website;
- Your account is being used for unauthorised access to, or unreasonable use of the Website; or
- You have otherwise breached the Terms.

You agree to at all times to keep any details we provide you to enable you to access our Website or certain features on the Website confidential. You acknowledge that these details are, unless otherwise specified, for your use only.

We retain the right to:

- Investigate or take any steps appropriate to report any behaviour we believe is in breach of the Terms;
- Disclose any such behaviour to any law enforcement, regulator or other third party that we deem necessary.

### **Limitation of Liability**

To the extent permitted by law (including the ACL), Fintrest's liability in respect of any proven losses, damages or claims arising out of these Terms is limited to the amount of any Monthly Fee received from you in the preceding 12 months in the aggregate of all claims.

Except where Fintrest fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, Fintrest will not be liable to you for:

1. any damage, loss or expense resulting from or caused by:
  - a. any act of Fintrest which was carried out in good faith (notwithstanding that such act may have been in breach of these Terms or negligent);
  - b. your investment decisions and any acquisitions and sales of Investments you make, regardless of whether they were made in light of Content available on the Website;
  - c. fluctuations in the value of Investments;
  - d. any act or omission of any third party;
  - e. any inaccurate or incorrect third party information;
  - f. any inaccurate or incorrect information in the User Content or otherwise provided by you;
  - g. any event or circumstance beyond Fintrest's reasonable control including, without limitation, a Force Majeure Event;
  - h. any breach of these Terms, negligence, default, fraud or dishonesty by you.
2. any direct or indirect lost profit, loss of opportunity, incidental, consequential or special damages, howsoever the loss is caused and regardless of whether it was foreseeable or not.

### **Waiver and Severability**

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision.

If any Clause in these Terms is deemed to be unlawful, void, or unenforceable, that Clause shall be severed from this Agreement. The Agreement shall remain in force and the remaining Clauses will remain valid and enforceable.

### **Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising from your use of the Application must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **Jurisdiction and Law**

These Terms are governed by and must be construed in accordance with the laws of the State of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts of that State and the

Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

**General Agreement Provisions**

These Terms embody the entire understanding and agreement between the parties respecting the subject matter of these Terms and supersedes any and all prior understandings and agreements between the parties respecting such subject matter.

You agree that you have not relied on any representation, description, illustration or specification that is not expressly stated in these Terms.

Fintrest may change the Terms at any time by posting modified or amended Terms on the Website. Any and all rights and remedies of Fintrest upon your breach or other default under these Terms will be deemed cumulative and not exclusive of any other right or remedy conferred by these Terms or by law or equity on Fintrest, and the exercise of any one remedy will not preclude the exercise of any other.

## Definitions and Interpretation

In these Terms unless the context requires otherwise:

**Account** the arrangement established between yourself and Fintrest to permit your use of the Application

**Account Data** information you provide to Fintrest to identify yourself, your eligibility to use the Application and your payment details

**Beta Features** new features or services added to the Application, which may include partially functional or non-functional features of the Application

**Business Day** means a day other than Saturday or Sunday on which banks are open for general banking business in the State of New South Wales

**Content** means any written or graphical content made available on the Website or otherwise communicated to Users by Fintrest

**Diversification Scores** scores provided by Fintrest to measure the degree of diversification with respect to the different stocks, sectors and size of companies held in your Portfolio

**Force Majeure Event** means any act, event or cause including:

- (a) an act of God, peril of the sea, accident of navigation, war, sabotage, riot, act of terrorism, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive, contamination;
- (b) an action or inaction of a Government Agency, including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree, or other legally enforceable order; or
- (c) breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material,

To the extent that the act, event or cause directly or indirectly results in a party being prevented from or delayed in performing one or more of its obligations under these Terms and that act, event or cause is beyond the reasonable control of that party.

**General Advice** financial advice prepared without taking into account a person's objectives, financial situation or needs

**Investments** means financial products that can be monitored through the Fintrest Website, as determined by Fintrest in its sole discretion from time to time, including all shares listed on the Australia Securities Exchange

**Investment Profile** the income, growth and risk scores that describe the types of shares that would suit your Portfolio

**Monthly Fee** means in respect of a month, the fee paid by a User to Fintrest for access to the specific features within Fintrest for that month

**OpenMarkets** means OpenMarkets Australia Limited ABN 38 090 472 012

**OpenMarkets T&Cs** means the Terms and Conditions issued by Open Markets

**Paid Subscription** means the agreement to pay a Monthly Fee to use certain features of the Website

**Personal Advice** financial advice prepared taking into account a person's objectives, financial situation or needs

**Personal Information** means your name, address, age, credit card details, Fintrest login details, broker login details and any other information you have entered into the Website about yourself which Fintrest identifies as "Personal Information";

**Portfolio** means a number of Investments held together in an Account

**Portfolio Analysis Tools** the tools provided by Fintrest to assist in the monitoring, analysis and management of a Portfolio

**Portfolio Scores** the income, growth and risk scores of your current portfolio

**Profile Scores** the income, growth and risk scores you are seeking to achieve from your portfolio

**Trade** means either a sale or purchase of an Investment;

**Trade Service** means the system accessible through the Website through which you provide trade instruction to Fintrest, and Fintrest submits your instructions to OpenMarkets and the trade is executed on behalf of the User by OpenMarkets;

**Trading Account** means a Users' OpenMarkets Trading Account

**User** means a person who has subscribed for access to the Website and established an Account in accordance with these Terms

**User Content** means the content you have uploaded, posted, linked to, stored, communicated, sent or transmitted to the Website, including your Account Data

**Updated 06.10.2019**