

INVESTOR FORECASTS

Investor Forecasts Terms of Use

Financial Forecasts Australia Pty Ltd ACN 649 235 281

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1. Background

Thank you for visiting our Terms of Use (**Agreement**), we are Financial Forecasts Australia Pty Ltd ACN 649 235 281 of 137 Rainbow Street, Sandgate QLD 4017 (**Financial Forecasts, we, our, us** and other similar terms). We provide an online investment forecasting platform known as Investor Forecasts (**Investor Forecasts**).

This Agreement outlines the terms and conditions associated with your use of Investor Forecasts. It is your obligation to ensure that you have read, understood and agree to the most recent terms available at www.investorforecasts.com.au (**Website**).

2. Disclaimer

The content and calculations of Investor Forecasts are for informational purposes only and are not provided as financial advice. They are not a substitution for professional financial advice and are to be used or relied on at your own risk. We make no warranty or representations as to the accuracy or results of the financial forecasts you develop using Investor Forecasts. The results are dependent on the information input and the assumptions you make when using our software.

You should make your own enquiries regarding any potential investments or other financial transaction you consider entering into. We strongly suggest you seek independent financial advice from a qualified adviser before acting or not acting on any information contained on Investor Forecasts. We do not recommend disregarding the advice of such professionals because of something you have read, viewed, heard or calculations performed on Investor Forecasts.

Furthermore, calculations relating to tax are for the purposes of comparing investment options only. Calculations involving tax are not indicative of any person's tax liabilities and tax advice should be obtained from a suitably qualified professional.

3. Agreement

These terms govern your access to and use of Investor Forecasts. By creating an Account, you agree to comply with and be legally bound by the terms and conditions of this Agreement. If you do not agree to this Agreement, you have no right to continue using Investor Forecasts.

Investor Forecasts is not intended for and may not be used by persons under the age of 13. By using Investor Forecasts, you represent that you're at least 13 years old. If you're under the age of 18, you must have your parent or guardian's consent to this Agreement, and they must enter into this Agreement on your behalf.

If you create an Account on behalf of your employer or any other entity, you represent and warrant you hold authority to enter into this Agreement on behalf of that entity and that the entity will comply with the obligations contained herein.

Throughout the Agreement we use some capitalised words and phrases, like the word Agreement. These capitalised words and phrases are defined in clause 16.1. They aid to clarify the terms and conditions. Please feel free to email us at admin@investorforecasts.com.au if you have any questions.

4. Term

4.1 Subscription Period

This Agreement will commence when you subscribe to a Subscription Package and will continue for the Subscription Period or until this Agreement is terminated in accordance with clause 14.

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4.2 Automatic renewal

If this Agreement is not terminated in accordance with clause 14, prior to the Renewal Notification Date, this Agreement will automatically renew for a period equal to the then current Subscription Period and any changes to the Subscription Fees or terms of this Agreement will take effect from the commencement of the new Subscription Period.

4.3 Changing Subscription Packages

Where you wish to change Subscription Packages during a Subscription Period, you may contact us at admin@investorforecasts.com.au to request this. We may, in our absolute discretion, allow you to change Subscription Packages during a Subscription Period subject to the terms outlined on our Website or as otherwise agreed between us in writing.

5. Licence

We grant you a non-transferrable, non-exclusive and revocable licence to access Investor Forecasts for the Subscription Period, subject to the terms and conditions of this Agreement.

The grant of the licence to access Investor Forecasts is subject to and conditional upon you purchasing, and maintaining a subscription to, one of our Subscription Packages and the express prohibitions set out at clause 8.

You acknowledge and agree you will only have access to that functionality of Investor Forecasts which is made available for the Subscription Package you subscribe to.

We reserve the right to limit or suspend your licence to access Investor Forecasts if you fail to pay the Subscription Fees, we suspect a security breach associated with your Account, or if in our reasonable opinion, you are in breach of any of your obligations or warranties in this Agreement. Suspending your access will not constitute a breach of this Agreement by us, nor will it alter your obligation to pay the Subscription Fees.

6. Payment

6.1 Subscription Fees

When you first subscribe to one of our Subscription Packages, we will provide you with a tax invoice for the Subscription Fees and also tax invoices for further Subscription Fees upon each Renewal Date. Such Subscription Fees will be automatically deducted via the payment method nominated in your Account as each tax invoice is issued, or as otherwise expressed in writing and communicated to you by us.

Unless expressed otherwise, Subscription Fees are quoted in Australian Dollars and are exclusive of GST, withholding taxes, duties and charges imposed or levied in Australia, or overseas, in connection with this Agreement.

You are responsible for all bank fees and charges applied by any payment gateway provider as well as any taxes, duties or charges imposed or levied in connection with this Agreement.

6.2 No return of funds and no chargebacks

You acknowledge that once Subscription Fees are processed via Investor Forecasts it is non-refundable, except as otherwise required by law. To the extent permitted by law, you agree not to ask your bank or other financial institution to chargeback any Subscription Fees. If you initiate a chargeback in violation of this Agreement, you agree that we may dispute or appeal the chargeback and instigate collection against you and take such other action we deem appropriate.

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6.3 Overdue fees

If you fail to pay the Subscription Fee in accordance with the Payment Terms, we reserve the right to charge you interest on the overdue amount at a rate 5% above the National Australia Bank Overdraft Base Rate and immediately suspend your access to Investor Forecasts. We may also immediately initiate proceedings against you to recover the overdue amount and reserve the right to recover all costs in relation to any action taken against you to recover overdue amounts, including but not limited to legal costs and outlays on a full indemnity basis.

6.4 Fee disputes

If you reasonably believe an invoice contains an error, you must notify us within 14 days of receiving the invoice and pay the undisputed portion of the invoice. Provided you have complied with this clause 6.4, we will not suspend your access to Investor Forecasts for non-payment of disputed portion of the invoice while the dispute is being investigated.

7. Investor Forecasts

7.1 Access

You acknowledge and agree Investor Forecasts will only be accessible using the internet, by users with a valid Account and will not be available "locally" from your own servers or devices.

7.2 Content and hyperlinks

Investor Forecasts may contain hyperlinks and other pointers to websites operated by third parties. We do not control these third party websites and are therefore not responsible for the hyperlinks, information or downloads available on them. You visit third party websites entirely at your own risk. Where we provide hyperlinks, we do so only for your convenience and do not indicate, expressly or implicitly, any endorsement or approval by us of the content on the third party website.

7.3 Support

While you maintain a valid Account, we will provide support to assist you with technical issues which arise in using Investor Forecasts. Support is available via information published on our Website or by contacting us at admin@investorforecasts.com.au.

7.4 Investor Forecasts outages and system maintenance

Investor Forecasts operates using third party cloud infrastructure and telecommunication services (**Third Party Infrastructure**). From time to time Investor Forecasts may become inaccessible or unavailable due to Third Party Infrastructure. We neither control nor are we liable for faults in Third Party Infrastructure nor the consequences which arise from such faults.

We reserve the right to upgrade, maintain, tune, backup, amend, add to or remove content from, redesign, improve, take offline (temporarily or permanently) or otherwise alter Investor Forecasts at our sole and absolute discretion. From time to time, without notice, access to all or part of Investor Forecasts may be disrupted or limited. During such an interruption, we will use reasonable endeavours to restore access to Investor Forecasts as soon as practicable.

You agree we are not liable for any loss, foreseeable or not, arising from any interruption to access, planned or not, and any such temporary interruptions will not constitute a breach of these terms.

8. Your use of Investor Forecasts

8.1 Registering an Account

You acknowledge and agree that to access Investor Forecasts you are required to provide us with Personal Information and create an Account with us.

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You agree to provide any information reasonably requested by us for the purpose of setting up your Account and operating Investor Forecasts. You warrant that all of the information you provide to us is accurate and complete in all respects, you will inform us by updating your Account details whenever any such information changes and you will not provide false or misleading information.

We reserve the right to reject any new Account in our absolute discretion.

8.2 Account security

Maintaining the security of your Account is important to ensuring your Personal Information, and that data which we process on your behalf, remains safe. We work hard to keep Investor Forecasts secure and we ask you to assist us.

You agree:

- (a) not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorised employee or agent may create an Account on behalf of your business;
- (b) not to disclose your Account security credentials to another person, permit them to access your Account or for them to concurrently use your Account;
- (c) you are responsible for the activities undertaken using your Account which occur via Investor Forecasts, whether such activities are authorised by you or not; and
- (d) to notify us in the event you are subject to a computer virus, trojan, other malware or any security breach which could affect Investor Forecasts or your Account security credentials.

8.3 Conduct which is expressly prohibited

You must not:

- (a) provide access to Investor Forecasts as part of any service bureau or fee or no-fee generating service offered to third parties;
- (b) use an Account which you are not the Account holder of;
- (c) use or rely on the outputs of Investor Forecasts for calculating your tax liabilities;
- (d) in any way tamper with, hinder or modify Investor Forecasts;
- (e) use automated means to log in or attempt to log into an Account, download or otherwise access Investor Forecasts;
- (f) knowingly transmit any viruses or other disabling features to or via Investor Forecasts;
- (g) use any screen capture, data mining, robot, crawler or similar data gathering, reproduction or data extraction tools to collect information from Investor Forecasts for the purpose of duplicating the content of or calculations performed by Investor Forecasts;
- (h) intentionally disable or circumvent any protection or disabling mechanism of Investor Forecasts;
- (i) use Investor Forecasts in any way which could be reasonably expected to interfere with or damage our systems, any other operator's systems, or another user's enjoyment of Investor Forecasts;
- (j) use Investor Forecasts in connection with a breach of any law or applicable code in Australia or the jurisdiction in which you operate;

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- (k) make any representations to any third party that Investor Forecasts provides financial or taxation advice; or
- (l) attempt, facilitate or assist another person to do any of the above acts.

8.4 User Data

We work hard to maintain the integrity of User Data, however, it is entirely your responsibility to keep copies of any User Data uploaded to Investor Forecasts and you must not rely on us storing copies for you.

You warrant you will not submit, host or store on Investor Forecasts, anything:

- (a) which is false, misleading or otherwise deceptive in any way;
- (b) which is improper, harmful, threatening, defamatory, abusive, offensive, humiliating, insulting, inflammatory, harassing, vulgar, obscene, fraudulent, hateful, or otherwise objectionable;
- (c) which includes nudity, sex, pornography or adult-oriented content;
- (d) containing any computer virus or malicious code;
- (e) which infringes any third party Intellectual Property rights;
- (f) in breach of any law in Australia or the jurisdiction in which you operate; or
- (g) any other content deemed inappropriate in our sole discretion.

We reserve the right to, without notice, take down and destroy any User Data which fails to comply with this clause 8.4.

9. Warranties

9.1 Our warranties

We aim to provide the best possible user experience, however, subject to the Non-excludable Conditions, we make no warranties or guarantees that Investor Forecasts is fault free, regarding Investor Forecasts' fitness for any particular purpose which we have not expressed, or regarding your access to, or the results of your access to, Investor Forecasts including its correctness, accuracy, timeliness, completeness, reliability or otherwise.

9.2 Your warranties

You warrant Investor Forecasts has been obtained and used at your own discretion and risk and that you will use Investor Forecasts strictly in accordance with any guidelines or recommendations contained in the information provided by us. Furthermore, you warrant you have made your own investigations into the suitability of the content or calculations on Investor Forecasts and are not relying on any representation not expressly made by us.

10. Limitation of liability

10.1 Implied conditions

We expressly exclude all conditions, warranties and other terms which might otherwise be implied by any law, regulation, statute, common law or law of equity except any Non-excludable Condition.

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10.2 Limitation of liability

Subject to the Non-excludable Conditions, we exclude all other liability for any costs, including consequential losses, suffered or incurred directly or indirectly by you in connection with this Agreement, including:

- (a) any actions or inactions by you in reliance on information available on Investor Forecasts, including investment decisions;
- (b) Investor Forecasts being inaccessible for any reason;
- (c) incorrect or corrupt data, lost data, or any inputs or outputs of Investor Forecasts;
- (d) computer virus, trojan and other malware in connection with Investor Forecasts;
- (e) security vulnerabilities in Investor Forecasts or any breach of security that results in unauthorised access to, or corruption of data;
- (f) the actions or inactions of any third party to this Agreement;
- (g) negligence arising from our activities or that of our service providers;
- (h) any unauthorised activity in relation to Investor Forecasts;
- (i) the occurrence of an Event of Force Majeure;
- (j) your breach of this Agreement; or
- (k) any act or omission by you, your personnel, your associates or any related body corporate under or in relation to this Agreement.

10.3 Limits to liability associated with goods and services

Subject to any Non-excludable Condition and to the fullest extent possible under the law, we limit our liability for any breach to:

- (a) in the case of goods: the re-supply of the goods or payment of the cost of the re-supply of the goods, or the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and
- (b) in the case of services: the resupply of the services or the payment of the cost of having the services resupplied.

10.4 Indemnity

You indemnify us against all costs suffered or incurred by us, however caused, arising wholly or partially, directly or indirectly, in connection with this Agreement or your use of Investor Forecasts, including any costs arising from:

- (a) your breach of this Agreement;
- (b) your infringement of any third party Intellectual Property rights associated with this Agreement;
- (c) any harm to, claim or action by a third party (including to that third party's personal property) which arise directly or indirectly from your use of Investor Forecasts; and
- (d) your breach of any law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory) or the jurisdiction in which you are operating.

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11. Privacy

You agree and consent to us handling your Personal Information in accordance with our Privacy Policy. We may amend our Privacy Policy in our sole discretion. If we amend our Privacy Policy, we will make available the new version on our Website.

12. Intellectual Property

12.1 Our Intellectual Property

We warrant we own or have a licence to use the Intellectual Property in Investor Forecasts.

You must not do any of the following, assist anyone to do any of the following or permit any person over whom you have effective control to:

- (a) copy or reproduce, or create an adaptation or translation of, all or part of Investor Forecasts or any content contained within, in any way, except to the extent that reproduction occurs automatically through its ordinary use;
- (b) use Investor Forecasts in a manner which may infringe any other persons Intellectual Property;
- (c) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of Investor Forecasts on any medium;
- (d) incorporate all or part of Investor Forecasts in any other webpage, site, application or other digital or non-digital format; or
- (e) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, content, architecture, or algorithms contained in Investor Forecasts.

12.2 Your Intellectual Property

If you provide us with User Data, you retain ownership of such content. This Agreement does not transfer ownership of User Data to us. However, you are solely responsible for the accuracy of any User Data uploaded onto Investor Forecasts, including any User Data which is used to make calculations on Investor Forecasts.

Where you provide User Data, you grant us a non-exclusive, worldwide, revocable, royalty-free, license to use, host, store, reproduce, modify and create derivative works of User Data (such as those resulting from translations, calculations, adaptations or other changes) for the purpose of allowing us to provide to you and improve your use of Investor Forecasts.

You represent that you own all rights to your User Data or otherwise have (and will continue to have) all rights and permissions to legally use, share, display, transfer and license your User Data to the extent that it is used within Investor Forecasts.

13. Dispute Resolution

A party claiming a dispute has arisen under this Agreement (**Dispute**) must give written notice to the other party specifying the nature of the Dispute. The parties must submit themselves to the dispute resolution procedure set out in this clause 13 before commencing any legal proceedings.

If the parties cannot resolve the Dispute between themselves within 30 days then either party may require the Dispute to be referred for mediation. The mediation must be undertaken in accordance with the Resolution Institute Mediation Rules, within the jurisdiction of the Agreement and, unless otherwise agreed between the parties, using a mediator nominated by the Resolution Institute. If the

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Dispute is not resolved within 30 days of the mediation commencing either party may commence proceedings in respect of the Dispute.

Each party must pay its own internal and legal costs in relation to complying with this clause 13. The mediator's costs are to be shared equally.

The parties acknowledge and agree this clause 13 does not apply to the recovery of any debt or prevent a party from instituting proceedings for the purposes of seeking urgent injunctive or similar interim relief from a court.

14. Termination

14.1 Termination notice

You may terminate this Agreement by sending us a Cancellation Notice to admin@investorforecasts.com.au. We may terminate this Agreement by sending you a Cancellation Notice in accordance with clause 15. Both methods satisfy the requirements for termination to be provided in writing.

14.2 Termination for convenience

Either party may terminate this Agreement by providing the other party notice in writing. Termination will take effect, at the end of the then current Subscription Period, if the notice is provided prior to the Renewal Notification Date or the following Subscription Period, if the notice is provided after the Renewal Notification Date.

14.3 Termination for cause

Either party may terminate this Agreement with immediate effect if the other party commits a material breach of this Agreement and the breach is incapable of being remedied or if the breach is capable of being remedied, the party in breach has failed to remedy the breach within 14 days after the receipt of a written notice to remedy.

14.4 Actions upon termination

Upon termination

- (a) you must immediately stop using Investor Forecasts;
- (b) we reserve the right to permanently erase any data associated with your Account; and
- (c) you will no longer have access to your Account.

15. General

Assignment - We may assign, encumber, declare a trust over or otherwise create an interest in our rights in this Agreement without your consent.

Duty to Mitigate – The parties agree to use all reasonable efforts to mitigate any damages it may incur as a result of the other party's breach of this Agreement.

Entire Agreement - This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

Governing law - The laws of Queensland and the Commonwealth of Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

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Notices - The parties agree all notices, disclosures and other communications that are provided in accordance with this clause, satisfy any legal requirement that such communications be in writing. Any communication under or in connection with this Agreement:

- (a) which we send to you, will be sent to the email address provided to us in your Account and by accepting this Agreement you give your consent to receive communications from us by email; and
- (b) which you send, must be either delivered or posted by prepaid post to the address set out at clause 1 or sent by email to our email address set out at clause 3.

Relationship - Nothing in this Agreement is intended to create or be construed as creating a relationship of agency, joint venture or partnership between any of the parties.

Severability - Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change its intended effect.

Survival – Clauses 10, 12, 13 and any other clause in this Agreement which is expressed to survive or by its nature survives, will survive termination or expiry of this Agreement for any reason.

Variations to this Agreement - We may vary this agreement by giving written notice to you 7 days prior to the Renewal Notification Date. If you do not accept the terms of the variation you may terminate your subscription in accordance with clause 14, otherwise the variation will take effect from the beginning of the next Subscription Period.

16. Definitions and interpretation

16.1 Definitions

Unless the terms and conditions of the Agreement state otherwise, the following expressions used in this Agreement have the following meanings:

Account means the username and access credentials used when you access Investor Forecasts.

Agreement means this Investor Forecasts Terms of Use and any document incorporated into them by reference.

Cancellation Notice means a notice sent by either party, in accordance with clause 14.1, requesting the termination of this Agreement.

Confidential Information means information that is by its nature confidential, including but not limited to information relating to either party's personnel, policies, practices, clientele, business strategies, Intellectual Property rights, the system operations associated with Investor Forecasts and security credentials. But does not include information already rightfully known to the receiving party at the time of disclosure by the other party or in the public domain other than as a result of a disclosure in breach of its obligations of confidentiality under this Agreement.

Event of Force Majeure means an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, health epidemic, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a computer virus, trojan, malware, a ransomware attack or other malicious code.

Intellectual Property means all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to business names, domain names, circuit layouts, computer code, confidential information, copyright, designs, formulas, inventions, knowhow, patents, plant varieties, recipes, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

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Non-excludable Condition means any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth)), which cannot by law be excluded.

Payment Terms mean the requirement to make payment immediately on commencement of this Agreement and each subsequent Renewal Date in accordance with the Subscription Package selected.

Personal Information means information or an opinion about an identifiable individual (not a company), whether or not that information or opinion is true or in a material form.

Privacy Law means both the privacy laws in the jurisdiction in which you operate and the *Privacy Act 1988* (Cth) incorporating the Australian Privacy Principles.

Privacy Policy means the privacy policy available on our Website as amended by us from time to time.

Renewal Date means the date one Subscription Period after you first subscribe to a Subscription Package and thereafter the date on which any Subscription Period ends.

Renewal Notification Date means where your Subscription Period is:

- (a) greater than or equal to one year, 3 months prior to the Renewal Date; or
- (b) less than one year, 7 days prior to the Renewal Date.

Subscription Fees means the fee for a Subscription Package as set out on our Website or otherwise expressed in writing and communicated to you by us.

Subscription Package means one of the subscription packages advertised on our Website from time to time or in the case of an enterprise agreement, any document in writing which sets out the Subscription Package and Subscription Fees.

Subscription Period means the period of time associated with a Subscription Package as set out on our Website or otherwise expressed in writing and communicated to you by us.

User Data means, without limitation, any text, photos, images, audio, video, code, data or any other materials you upload onto Investor Forecasts.

Website means the website located at www.investorforecasts.com.au and any of its subdomains.

You or your means the person or entity using Investor Forecasts.