

Terms and Conditions

for the

TradersCircle Membership

Member Copy

TradersCircle Pty Ltd – ABN 65 120 660 497
Is a Corporate Authorised Representative of Emerald Financial Group Pty Ltd Australian Financial Services Licensee 241041

Level 7, 85 Queen Street, Melbourne 3000
p: 03 8080 5788 f: 03 8080 5791 e: admin@traderscircle.com.au w: www.TradersCircle.com.au

Version: 2018_07_11

TradersCircle Membership Agreement

Terms and Conditions of Use

This is a Legal Agreement between the Member, whose details appear on the TradersCircle Membership - Details form (also referred to in this Agreement as, "you" and "your") and TradersCircle Pty Ltd (ABN 65 120 660 497) of Level 7, 85 Collins Street Melbourne (also referred to throughout this document as "TradersCircle", "our", "us" and "we")

Please Read this Carefully

If you do not understand the terms and conditions of this Agreement, you should seek independent qualified legal advice.

By signing this agreement you acknowledge that the Membership may include the provision of general advice, as defined in the Corporations Act 2001, and you acknowledge and understand that:

- Any advice has been prepared without taking into account your objectives, financial situation or needs;
- It is your responsibility to consider the appropriateness of the advice, in light of your own objectives, financial situation or needs, before acting on any advice. This may mean that you seek personal advice from a representative authorised to provide such advice; and
- If the advice relates to the acquisition of a particular financial product, you should conduct your own research, and consider the appropriateness of the advice, in relation to your own situation before making any decision and review the Product Disclosure Statement or Prospectus if applicable.

You also acknowledge that you have received and considered a copy of our Financial Services Guide (FSG) before receiving these Services

1. Interpretation

- 1.1. Words in the singular include the plural and vice versa;
- 1.2. A reference to a person includes bodies corporate and unincorporated associations and partnerships and;
- 1.3. A reference to dollars means the currency of the Commonwealth of Australia.
- 1.4. By using the Service or accessing the content or any part thereof you agree to be bound by the terms and conditions of this Agreement.
- 1.5. If you do not agree with these terms and conditions, notify us in writing immediately and also:
 - 1.5.1. immediately cease to access, use or copy the website or any parts or aspects thereof;
 - 1.5.2. promptly delete all copies of the content or any parts thereof that are in your possession or under your control; and
 - 1.5.3. if you have any physical manifestations of the services, promptly return these to us, at the address provided.

1.6. We reserve the right to amend the terms of this Agreement from time to time without notice to you and at our discretion. You may request a copy of the most current version of these terms at any time by emailing admin@traderscircle.com.au. It is your responsibility to request any updates to this Agreement, which come into effect from time to time. Your continued use of the Membership will be deemed acceptance of this Agreement.

1.7. The terms of this Agreement were last updated on 11 July 2018.

2. Ownership and License

2.1. As the Member, TradersCircle grants to you a non-exclusive, non-transferable, revocable, limited license to access and use the Membership in accordance with this Agreement.

3. Limitations on license

- 3.1. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Website or the Content. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual entities or users.
- 3.2. You may not monitor or copy the Membership Content, without TradersCircle prior written permission.
- 3.3. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Membership content except to the extent permitted above. Any unauthorised use of the Membership content is prohibited.

4. Confidential Information:

- 4.1. You acknowledge that, in performing our obligations under this Agreement, you have acquired or will acquire confidential information of TradersCircle via the Membership Content (including without limiting the generality of the foregoing knowledge of the information set out in the Agreement) that is not in the public domain (collectively "the Confidential Information").
- 4.2. You acknowledge that the confidential information comprises information which is valuable and owned by TradersCircle and will cause serious damage and loss to TradersCircle if it is improperly disclosed or used including special or

consequential damages together with loss that would not be compensable by damages.

- 4.3. You shall keep the confidential information private and confidential and shall not disclose any part of the confidential information to any person.
- 4.4. Notwithstanding termination of this Agreement, your obligations under this section continue with respect to any part of the confidential information until that part passes into the public domain, other than directly or indirectly as a result of or in connection with any act or default on your part.

5. Intellectual Property – permitted use

- 5.1. TradersCircle is the owner and/or authorised user of all the Intellectual Property unless expressly indicated otherwise by TradersCircle.
- 5.2. Except as provided this Agreement, Membership does not grant you any right, title, interest or license to the Intellectual Property.
- 5.3. Except as provided in this Agreement, any use or reproduction of the Intellectual Property is prohibited. All of the Membership content are owned by TradersCircle or its licensors.
- 5.4. You agree that you are permitted to use the Intellectual Property only as set out in this Agreement or as otherwise expressly authorised in writing by TradersCircle or its licensors, and that you may not otherwise copy, reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, modify, bundle, merge, share or make available to any person, or create derivative works of such material or content.
- 5.5. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.
- 5.6. The content which is included in the Membership content is protected by Australian and international copyright and trademark laws.
- 5.7. Subject to the terms and conditions of this agreement you are granted to following limited non-exclusive rights to use the Membership content:
 - 5.7.1. you agree to use the Membership solely for your own personal use and benefit. You may not copy, transfer or dispose of the content for use or benefit of another person or entity;
 - 5.7.2. you may retrieve and display content on a computer screen for your own personal use; and

- 5.8. Unless specifically requested, TradersCircle does not solicit nor does it wish to receive any confidential, private or proprietary information or other material from you through the Membership by email, or in any other way.
- 5.9. Any information or material submitted by you, and which has not been specifically requested by TradersCircle Pty Ltd will be deemed not to be confidential, private or proprietary. You agree that any information or materials submitted by you to TradersCircle via the Membership whether ideas, creative concepts or other materials, may be used, reproduced and disclosed by TradersCircle without restriction for whatever purpose TradersCircle Pty Ltd deems fit and without payment of any sum or acknowledgement of you as their source.
- 5.10. You also warrant that any “moral rights” in posted materials have been irrevocably waived by the appropriate authors. TradersCircle shall have no liability for any loss or damage suffered by you as a result of use or disclosure of such materials by us to the extent permitted by law. This paragraph does not affect any rights you may have under data privacy laws that protect your personal information or similar privacy laws, to the extent that such rights cannot be excluded.

6. Telephone Recordings

- 6.1. Your calls may be recorded. This assists us with training and supervision of our representatives as well as for compliance and complaints handling purposes.

7. Disclaimer and Limitation of Liability

- 7.1. TradersCircle shall not be liable for any special, direct, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, attorneys’ fees) in any way due to, resulting from, or arising in connection with the use of or inability to use the Membership. To the extent the foregoing limitation of liability is prohibited, TradersCircle’s sole obligation to you for damages shall be limited to \$100.00.
- 7.2. To the extent permitted by legislation, the Membership is provided on an “as is, as available” basis.
- 7.3. The ASIC Act 2001 (Cth) and similar State and Territory Legislation in Australia may confer rights and remedies on you in relation to the provision by TradersCircle of the website (including the various functions contained on the website) which cannot be excluded, restricted or modified (“Non-excludable Rights”).
- 7.4. TradersCircle does not exclude any Non-Excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.
- 7.5. Except as provided for by the Non-Excludable Right

7.5.1. the Membership Content is provided “as is” and without warranties of any kind, either express or implied, and TradersCircle and its suppliers expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose;

7.5.2. TradersCircle does not warrant that any functions via the Membership including the Membership Content (including your access to the Membership) will be uninterrupted or error-free, that any defects will be corrected or that the Membership or the server which stores and transmits the Content to you or any other person accessing the website are free of viruses or any other harmful components.

7.5.3. TradersCircle does not warrant or make any representations regarding your access to, or the results of your access to, the Membership (including any related or linked websites) or the Content in terms of correctness, accuracy and TradersCircle may terminate this agreement timeliness, completeness, reliability or otherwise.

7.6. Under no circumstances (including but not limited to any act or omission on the part of TradersCircle) will TradersCircle or its affiliates be liable for any indirect, incidental, special or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the website or the Content.

8. Indemnification

8.1. You agree to indemnify, defend and hold harmless TradersCircle, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Membership content from and against all losses, expenses, damages and costs, including reasonable lawyer fees, resulting from any violation of this Agreement by you.

8.2. You will also indemnify TradersCircle against any claims that information or material which you have submitted to TradersCircle 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).

8.3. TradersCircle reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with TradersCircle in any such defenses.

8.4. The provisions of paragraphs 7 (Disclaimer and Limitation of Liability), and 8 (Indemnification) are for the benefit of TradersCircle and its officers, directors, employees, agents,

licensors, suppliers, and any third-party information providers to the website. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on their own behalf.

9. Unlawful Activity

9.1. TradersCircle reserves the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. You agree that TradersCircle may trace your IP address.

9.2. TradersCircle reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including but not limited to the right to block access from a particular Internet address to the website and any other TradersCircle website or service and their features.

9.3. You should always verify the information set out in the Membership Content with independent authorities before acting or relying on it. It is your responsibility to use virus checking software on any material downloaded from the website and to ensure the compatibility of such software with your equipment.

10. Termination and Modification

10.1. TradersCircle reserves the right at any time and from time to time to modify or discontinue the Membership (or any part thereof, including your license to use the Membership) with or without notice. Unless explicitly stated otherwise, any modifications to the Membership or any new features that augment or enhance or change the then current Membership or any part thereof and information released as part of the Membership shall be subject to the terms of this Agreement.

10.2. This Agreement remains in place until terminated by TradersCircle .

10.3. In the event of termination, you are no longer authorised to access the Membership, but all restrictions imposed on you and all TradersCircle disclaimers and limitations of liability set out in this Agreement will survive.

10.4. Such termination shall not affect any legal right that may have accrued to TradersCircle against you up to the date of termination.

10.5. TradersCircle may restrict, suspend or terminate your access to the website and/or the Service, including interactive

services, if we believe that you have breached this Agreement at any time.

10.6. Any such restriction, suspension or termination will be without prejudice to any rights which TradersCircle may have against you in respect of your breach of this Agreement, including (but not limited to) payment of the agreed fee.

10.7. TradersCircle may also remove the website as a whole or any sections or features of the website at any time, or discontinue providing the Service at its sole and unfettered discretion.

10.8. You may only terminate this Agreement by giving TradersCircle 30 days' prior written notice to admin@TradersCircle.com.au

11. Registration

11.1. In consideration of your use of the Membership, you agree to:

11.1.1. provide true, accurate, current and complete registration data; and

11.1.2. maintain and promptly update the registration data to keep it true accurate, current and complete.

11.2. If you provide any information that is untrue, inaccurate, not current or incomplete or TradersCircle has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then we may, at our sole and unfettered discretion, suspend or terminate this Agreement without prior notice and refuse any and all current or future use of the Membership (or any portion thereof).

11.3. You may receive a password and account name or other designation as part of one or more of the products or services provided as part of the Membership. 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.

11.4. You agree to:

11.4.1. immediately notify TradersCircle of any unauthorised use of your password or account or any other breach of security, and

11.4.2. ensure that you exit from your account at the end of each session.

11.5. TradersCircle cannot and will not be liable for any loss or damage arising from your failure to comply with the terms of this section.

12. Privacy Policy

12.1. TradersCircle keeps a record of your personal details and are committed to protecting your privacy and the confidentiality of personal information that we collect and hold about you (eg. your full name, address, contact details, and other personal information which is capable of identifying you).

12.2. TradersCircle has adopted the principles set out in the Privacy Act 1988 (Cth), as part of our continuing commitment to client service and maintenance of client confidentiality, and treats the personal information provided by you in accordance with the Privacy Policy. If you wish to have any part of our Privacy Policy explained, please contact our office on 03 8080 5788 or refer to: <http://www.TradersCircle.com.au/privacy.aspx> for more detailed information.

13. Complaints

13.1. We are committed to providing you with a quality service. Should a problem occur, the first step is to raise the issue with TradersCircle (03 80805788). If the complaint cannot be resolved over the phone, put your complaint in writing and send it to:

The Complaints Officer
TradersCircle Pty Ltd
Level 7, 85 Queen Street Melbourne VIC 3000

We will consider and respond to your complaint in writing within 2 weeks of receiving your complaint.

13.2. If you are not satisfied with our internal complaint resolution response, you can make your complaint to the Australian Financial Complaints Authority or AFCA. Emerald Financial Group is a member of AFCA, which is replacing the Financial Ombudsman Service Limited.

AFCA contact details:

Website: www.afca.org.au

Address: GPO Box 3, Melbourne, VIC 3001

Phone: 1800 931 678

14. Notices

14.1. Computer records stored in reasonably secure conditions on the computer system of either party shall be accepted as evidence of communication, agreement, and payments made between the parties.

15. Governing Law

15.1. This Agreement will be governed by and construed in accordance with the laws of Victoria, Australia.

15.2. You irrevocably agree that the courts located in Melbourne, Victoria shall have exclusive jurisdiction to hear any dispute which may arise out of, under, or in connection with this Agreement or the legal relationship established thereby.

15.3. If you have any questions about this Agreement, please contact us at:

TradersCircle Pty Ltd
Level 7, 85 Queen Street Melbourne VIC 3000
Phone: (03) 8080 5788 Fax: (03) 8080 5791
Email: admin@TradersCircle.com.au

16. Payment Fees and Terms

16.1. TradersCircle requires the agreed fee to be paid for the Membership.

You agree/you agree that:

16.2. TradersCircle may in our absolute discretion at any time by notice in writing to you, terminate this Agreement as to future payments of the agreed fee.

16.3. TradersCircle may vary the amount and/or frequency of future payments of the agreed fee, if it provides you with notice of any change. The variation of the amount and/or frequency of future payments of the agreed fee takes effect at the expiry of 7 days following the provision of notice to you by TradersCircle.

16.4. To authorise TradersCircle to advise your nominated financial institution through the TradersCircle payment plan of the set amounts to be debited from your account monthly;

16.5. That this TradersCircle payment arrangement will remain in force until you give 30 days' written notice before a bill payment date to TradersCircle or your financial institution of your termination of this authority or TradersCircle notifies you in writing that TradersCircle Pty Ltd has terminated this authority;

16.6. That if a rejected payment occurs you will be liable to pay TradersCircle any charge levied by TradersCircle's financial institution together with an amount to cover our reasonable administration costs;

16.7. Not to hold TradersCircle liable other than where it is negligent for any loss which you may suffer as a result of this payment plan.

16.8. That TradersCircle may set off any monies claimed by you against any payments made by you to TradersCircle.