



## Terms of Service Effective date: 01 January 2018

This Terms of Service is provided to you by Goodments Pty Ltd ABN 76 617 000 138, You may contact us as [enquiries@goodments.com](mailto:enquiries@goodments.com), or online at <http://goodments.com>. This Terms of Service replaces all previous versions, and our latest version is available from our website.

We reserve the right to amend the Agreement from time to time.

### Who are we and what services do we provide?

Goodments is an investment research app that matches individuals to company information based on their environmental, social and ethical values. We do also provide information about the respective companies' financial performance, however, this is not a recommendation to invest, or an endorsement. Past performance is also not necessarily indicative of future performance. We supply this information to you as a tool to help you make an informed investment decisions that align to your own values and expectations.

Importantly: Any advice has been prepared without taking account of your objectives, financial situation or needs. Because of that, you should, before acting on the advice, consider the appropriateness of the advice, having regard to the client's objectives, financial situation and needs. If any advice relates to the acquisition, or possible acquisition, of a particular financial product, you should obtain a Product Disclosure Statement relating to the product and consider the Statement before making any decision about whether to acquire the product.

Goodments information matches are designed to be informational and educational, they are not personal investment advice.

You should consult a financial advisor if you have questions about any financial products. You can check whether a person is a licensed or authorised financial adviser by visiting the Australian Securities and Investments Commission at [www.moneysmart.gov.au](http://www.moneysmart.gov.au).

Goodments subscribers can research over 3,000 companies from around the world, including companies listed on the following indexes:

- MCSI World – a broad global index that is made up of ~2,500 companies in 46 developed and emerging markets;
- ASX300 – The top 300 companies in Australia;
- S&P500 – The top 500 US companies listed on the NYSE [New York Stock Exchange and the NASDAQ]; and
- FTSE 350 – The top 350 companies in the UK.

### The Financial Services we are authorised to provide

We are authorised to provide general financial product advice about securities. We are also authorised to deal in a financial product by arranging for another person to apply for, acquire, vary or



dispose of financial products in respect of securities. Our authorisation applies to retail and wholesale clients.

In providing our service, other financial issues may arise, such as how to invest money, the most appropriate investments for you, and taxation issues. We are not authorised to provide advice relating to those financial issues, or any other financial services except those explained above. You should seek specific advice from the appropriate professionals if these issues are relevant to you.

### Collection Notice

We respect the confidentiality of the personal information we collect about customers and potential customers. We abide by the Australian Privacy Principles contained in the Privacy Act 1988 [Cth] and our Privacy Policy can be found on the Website. That document should be read in conjunction with this document.

### Information

Information presented on our website has been obtained from sources believed to be true. Neither we nor our associates including all officers, directors, employees, agents, third parties, service providers, authorising Australian Financial Services licensee, suppliers or relevant Exchanges:

- make any warranty concerning the accuracy, or reliability, or completeness of the information, on or in relation to the Application. The accuracy, timeliness or completeness of information is not guaranteed by us or any third party; or
- accept any liability for any claim, loss or damage arising from the display or use of information on the Application. In particular, we and our associates are not liable for any omission, mistake, delay or interruption in providing the Information or the information being inaccurate, incomplete, or otherwise misleading, except to the extent resulting from or caused by our negligence, fraud or dishonesty.

Service Providers, including third party suppliers may assert proprietary interests in the information or Intellectual Property presented.

If we provide links to other applications or provide or make available (including by way of a referral) general research, information or recommendations provided by other persons, we are not liable to you if you rely on any research, information, advice or recommendation provided by such applications, persons or service providers.

The information supplied is for your personal and private use only. You must not:

- reproduce, broadcast, otherwise distribute or allow any unauthorised third party to access the information;
- use the information for any unauthorised or illegal purpose; or
- procure or assist another person to do an act prohibited by this clause.

If we suspect you are in breach of clause 27.4 we may immediately suspend your use of the Stake Service.

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We may, from time to time and without notice, change or add to the Platforms (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the Platforms updated. We are not liable to you or anyone else if errors occur in the information or the Platforms is not up-to-date.

## Account Creation

To create an account, you must be:

- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use these Platforms in accordance with these Terms.

We retain the right to cancel your account for any reason, or refuse your account creation request.

## Trials

New users to Goodments are able to request a trial subscription. This trial shall be up to a maximum of 30 days to allow the user to assess the full Goodments experience. Users are restricted to one trial, and approval of a trial is at our sole discretion.

## Service costs

We aim to keep cost simple and transparent and we will update this Terms of Service from time to time to reflect any changes in fees and chargers. As at the date of this Terms of Service, our platform access fees are \$6per month, or \$65 per year.

A subscription to the Goodments research app gives you unique access to sustainability and financial information on over 3,000 international companies. So, you can explore shares that fit your values.

You can open and manage your own virtual portfolio. Also get notifications to stay up to date with changes in the companies you're tracking, as well as what's going on in the community.

Payments will be charged to iTunes Account once you confirm the purchase. You can cancel at any time and turn off auto-renewal by going to your iTunes Account Settings.

Subscriptions automatically renew unless auto-renew is turned off at least 24-hours before the end of the current period. Accounts will be charged for renewal within 24-hours prior to the end of the current period.

## Linked sites

Our Platforms may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.



## Intellectual property

You acknowledge that copyright and intellectual property rights relating to the information and derived information we provide (including information transmitted electronically), remain vested in us, its creator, or other Service Providers as applicable.

If improper or unlawful use of materials under copyright or other intellectual property rights comes to your notice, you must notify us immediately.

## No commercial use

Goodments are for your personal, non-commercial use only, unless otherwise expressly stated or authorised by Goodments. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within these Platforms. You may not use these Platforms, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

## Restriction or suspension of access

Subject to any applicable law, we can immediately restrict or suspend your access to:

- The Goodments Service;
- Your Account; and
- Any other services we may provide to you.

We will only exercise our right to restrict or suspend in clause if:

- you fail to pay any amount that you are liable for under this Agreement when it falls due;
- you breach any term on which access to the Goodments Service is provided to you including, but not limited to, any policies or codes of conduct that we reasonably require you to adhere to in using the services that are made available to you on the Stake Service or in accordance with this Agreement;
  - we have reasonable grounds to believe that your continued access to your Account would result in us:
  - breaching the Corporations Act 2001 [Cth], any Australian law, or the law of another country; or
  - being an accessory to a breach of the Corporations Act 2001 [Cth], Australian law or the law of another country;
  - we have any reasonable grounds to believe that your Account is, or may be, being used in connection with a breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 [Cth] or a similar law of another country; or
- If we exercise our right, we may tell you the reason for the restriction or suspension (and any conditions) as soon as is reasonably possible (unless prohibited for legal or regulatory reasons). We do not need to tell you before restricting or suspending your Account access.

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- If you use [or appear to use] our services in a way we think is inappropriate or unreasonable, we may suspend or restrict your access without notice.

## Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about these Platforms or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that these Platforms will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to these Platforms, any Content, or any feature of these Platforms at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## Indemnity

You indemnify us, our Licensee, Service Providers, our officers, employees, agents and our related bodies corporate for any losses arising directly or indirectly out of:

- your use of the Goodments Service;
- our acting on your Instructions;
- your failure to comply with this Agreement;
- your failure to comply with any legislation or Rule, whether foreign or domestic; and
- any of your acts or omissions or that of a person acting on your behalf.

You agree to indemnify us, our Licensee, Service Providers and each of our respective members and associates, and the directors, officers, agents of either us indemnified parties] against:

- any losses, liabilities or expenses incurred by you arising out of, or in connection with, any of the indemnified parties acting under, or in connection with, this Agreement except to the extent that any loss, liability, or expense is caused by the negligence, fraud or dishonesty of any indemnified party;
- any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under this Agreement;
- any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, any incorrect or misleading representation or warranty given by you under this Agreement; and
- you agree that the risk and liability for unauthorised instructions or fraud lies with you alone, and that you will indemnify us from all loss, costs and expenses arising from such unauthorised instructions or fraud, except to the extent resulting from or caused by our negligence, fraud or dishonesty. We hold the benefit of this indemnity on trust for each indemnified party.

Your liability to indemnify us will be reduced proportionately to the extent a negligent or fraudulent act of ours contributed to the loss.

Each indemnity in this Agreement is a continuing obligation, which is separate and independent from your other obligations, and survives termination of this Agreement.

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## Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our Platforms and/or the information or materials contained on it, or as a result of the inaccessibility of these Platforms and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

## Termination

This Agreement remains in force until it is terminated or we are no longer authorised to provide the Goodments service.

Either party may terminate this Agreement by;

- Sending a written notice to the other party terminating the Agreement. Termination will take effect 30 Business Days after the notice is received.
- Immediately by written notice in the event of insolvency, bankruptcy, winding up, death or incapacity of the other party.

We may terminate the Agreement if:

- You fail to pay any amount you are liable to pay under this Agreement;
- You breach any term of this Agreement, or any code of conduct or policy we reasonably require you to adhere to and which we make available to you;

We reasonably believe that allowing you continued access to the Goodments Service would result in us:

- breaching the Corporations Act 2001 [Cth], the Rules, any Australian law, or the law of another country;
- being accessory to a breach of the kind identified in Clause 33.3.(c)(i).

We reasonably believe that your Account is being used in connection with a breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 [Cth].

## Severance

If any provision of this Agreement is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

## Cookies

This website may utilise cookies. If you do not have cookies enabled in your web browser some functions of the site may not work as intended.



### Complaints and Disputes Governing Law

We hope you are happy with our service. However, if you're not, you may use our internal dispute resolution (IDR) process by emailing our "Complaints Officer" at [enquiries@goodments.com](mailto:enquiries@goodments.com). We will review and investigate all complaints. We will try to resolve your complaint quickly and fairly. If we don't resolve your complaint within five days, we will tell you in writing. After investigating your complaint, we will write to you explaining the resolution.

If your complaint has not been satisfactorily dealt with after 45 days, or you are unsatisfied with our investigation response, you may escalate your complaint to our external dispute resolution scheme,

the Financial Ombudsman Service (FOS) in writing at GPO Box 3, Melbourne VIC 3001; by calling 1300 780 808; by fax at [03] 9613 6399 or via their website at [www.fos.org.au](http://www.fos.org.au).

You may also wish to contact ASIC to discuss your complaint or obtain information on ASIC's free call Infoline 1300 300 630.

### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.