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- (d) submit, upload, post, email, transmit, or otherwise make available any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
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(b) to remove or block any Content from the Services.

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4.5. All Manager Content on the Site is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

5. General advice warning

5.1. The information shown on the Site is general information only. It does not constitute any recommendation or advice. It has been prepared without taking into account your personal objectives, financial situation or needs and so you should consider its appropriateness having regard to these factors before acting on it. If you do require personal financial advice, we recommend that you obtain such advice from the relevant advisers before making any financial decisions based on the information on the Site.

5.2. In addition:

(a) you should be aware that past performance does not necessarily indicate a financial product's likely future performance;

(b) any depiction of a Model Portfolio and its underlying assets on the Site is indicative only as per the date published on the Site.

- It should not be relied upon as information relating to a current, up-to-date make-up of assets underlying a Model Portfolio; and
- (c) before making any decision to invest in any Model Portfolio on OpenInvest, you should obtain and carefully consider the Product Disclosure Statement (**PDS**) relating to the OpenInvest Portfolio Services (**Service**).

6. Further information

6.1. For more information to assist you in determining whether to use any of the financial services provided by OpenInvest, you should read the PDS and Financial Services Guide (**FSG**).

6.2. The PDS provides you with information about:

- (a) the key features and benefits of the Service;
- (b) the key risks of the Service;
- (c) fees and costs with worked examples;
- (d) how we manage complaints; and
- (e) the contact details for OpenInvest;

6.3. The FSG provides you with information about:

- (a) OpenInvest as an Australian Financial Services Licensee;
- (b) what financial services we are authorised to provide to you;
- (c) how we are remunerated for these services;
- (d) how we manage complaints; and
- (e) the contact details for OpenInvest.

7. Applications to Invest

7.1. Registered Users may open an account with OpenInvest (**Investment Account**) to invest in portfolios of securities, ETFs and managed funds (**Model Portfolios**) that are managed by professional investment managers.

7.2. An application to open an Investment Account is made through the Site. An investment is offered through a managed investment scheme that is governed by a constitution and registered with ASIC as the Service. OpenInvest is the responsible entity of the Service and issuer of the PDS relating to the Service.

7.3. For more information relating to the Service, the range of Model Portfolios available through the

Service and the investment managers who manage them, refer to the PDS and the Investment Menu.

8. Eligibility

8.1. To apply for an Investment Account with OpenInvest you must:

- (a) be at least 18 years of age;
- (b) have an Australian bank account;
- (c) be an Australian resident for tax purposes;
- (d) have an Australian residential address; and
- (e) have received the PDS in Australia.

8.2. OpenInvest in its sole discretion, may refuse to accept an application to invest in the Service or change the eligibility criteria at any time for new investors.

9. Confirming your identity

9.1. Under Australian law we have an obligation to verify the identity of any persons who opens an Investment Account with us.

9.2. We will verify your identity electronically by verifying your name, residential address, date of birth and your government ID (either an Australian driver licence or passport number), against information available from government databases. Please note that your passport or driver licence must be current i.e. not expired or cancelled.

9.3. If you do not consent to electronic verification of your identity or you do not have a current government ID, please contact us on support@openinvest.com.au to make alternative arrangements to verify your identity.

10. Disclaimer and Limitation of Liability

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10.2. To the extent OpenInvest cannot exclude itself from liability hereunder, OpenInvest's maximum liability to you will be limited to the lesser of:

- (a) the maximum to which you are entitled under applicable law; and
- (b) the amount, if any, which OpenInvest has received from you, and which has not already been rebated to you.

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14. General conditions

14.1. These Terms of Use are governed by the law in force in the State of Victoria, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria for determining any dispute concerning the Terms of Use.

14.2. These Terms of Use can be modified at any time by OpenInvest. If you are a Registered User, you will receive notification from us informing you that the Terms of Use have changed (including details of the changes) and be asked to accept the amended Terms of Use. If you do not accept the amended Terms of Use, you may not be able to continue to access the Site, including an Investment Account.

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