

## Terms and Conditions

**Effective Date: July 2023**

Please read the following terms and conditions ('Terms and Conditions') carefully and consider whether Australian Moneymarket Pty Ltd ABN 56 126 032 755 ('AMM') is right for you.

These Terms and Conditions govern your use of the AMM website (the 'Website'). The Website is owned by AMM which is a corporate authorised representative (No. 338682) of DDH Graham Limited ABN 28 010 639 219 (AFSL No. 226319) ('DDH'). Your access to this Website is subject to these terms and conditions, AMM Privacy Policy, disclaimers and any other terms and conditions or statements contained on the Website. By accessing, viewing or otherwise using this Website, you agree to be subject to the Terms and Conditions.

We may, at our sole discretion, vary or modify these Terms and Conditions without prior notification, any subsequent access to, or use of, the Website by you will constitute an acceptance of those modifications.

## Operation of the Website

AMM provides comparative information on a range of financial investment products (the 'Products'), including term deposits and managed funds whose provider has chosen to promote them through our Website. We then provide the ability to deal in these products without leaving the Website. In order to view specific product information on the Website, you will need to register as a member of AMM and setup an account with us ('Account'). In order to deal in any of these products, you will need to set up investment accounts in the name of the investing entity. Where AMM, or one of the product providers on the Website, is required, by law or otherwise, to provide you with a document, you consent to the provisions of that document electronically through the links on this website, as required.

When you place a deal on the Website, including when a deal is placed on your behalf, AMM will send the relevant provider the following information:

- a contract note containing the terms of the deal;
- an application form containing details required to open an account in your name (if required);
- the authority to direct debit your Cash Management Account for the amount prescribed in the contract note (if required).

AMM will also provide you with a contract note to confirm the terms of the deal. The existence of this contract note does not indicate that your application has been successful. The provider will provide confirmation of placement to you and AMM once the transaction has been completed.

Before accepting any deal, it is important that you check that the terms of the deal are correct. The full product disclosure statement (PDS) from the provider will be made available to you prior to you placing a deal. It is important that you read and consider the information contained within each PDS prior to placing a deal. These are the terms and conditions that you agree to by dealing with the Provider and are separate from those of AMM.

You acknowledge that AMM will not act on a discretionary basis on your behalf, or for your benefit, under any circumstances in relation to the AMM service. You authorise and request AMM to make investments in your name, at your direction or at the direction of any Authorised Representative(s) you have appointed to provide instructions on your behalf.

We accept no responsibility, or any liability whatsoever, for the terms applying to any of the Products entered into with any provider, or for any problems or complaints that may arise in relation to these Products. If any information has been incorrectly entered, it is your responsibility to identify the mistake and, as such, we exclude all our liability which, by law, we can exclude, in respect of any and all losses you may incur.

We have taken every reasonable step to make sure the information contained in this Website is accurate and up-to-date. However, AMM does not accept any liability for any errors or omissions in the information contained within the Website. AMM reserves the right to amend any information contained within the Website from time to time, without notifying the Client.

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## ACCEPTABLE USE POLICY

You may not use this the Website to engage in conduct that, in AMM's opinion:

- is unlawful;
- is defamatory, harassing or threatening to any person;
- promotes or encourages physical or mental harm of any person;
- promotes violence against any person; or
- threatens or promotes terrorism.

In the event that you fail to comply with our Acceptable Use Policy as detailed above, AMM may, immediately and without notice:

- (a) refuse to process or complete any transaction of yours; and or
- (b) Suspend or discontinue your access to the Website.

You agree to indemnify and keep indemnified AMM, to the extent permitted by law, against any loss or damage incurred as a result of AMM exercising its rights pursuant to these subpoints (a) and (b) above.

## Electronic Verification

AMM is required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML/CTF Act) to verify the identity of each of our clients before we can provide you with access to the Products and services. AMM will, at times and with your consent use your personal information to re-identify you. AMM may, in performing any re-identification procedure, use electronic verification.

By accepting these terms and conditions you agree:

1. That the personal information you are providing, or will provide, to AMM is your personal information and you have authority to provide it to AMM; or
2. If you have provided personal information about someone else to AMM (Third Party), you:
  - have that Third Party's consent to act on their behalf;
  - have obtained that Third Party's permission and authority to provide their personal information to AMM; and
  - will make the Third Party aware of what they are agreeing to by providing them with a copy of the information contained on this page; and
3. AMM, with your consent, will disclose the personal information you provide (your name, address, date of birth and information from your identification documents) to AMM's Service Providers and External Data Sources to assist with the electronic verification of your identity. AMM's Service Providers will match and exchange your personal information with that at the Australian Government Document Verification Services ("DVS"), which is a national online system that allows organisations to match an individual's identifying information with the government record, to verify their identity; and

The personal information you provide will be used by our Service Providers for the sole purpose of performing electronic verification and in accordance with the Privacy Act 1988, other legal obligations, our privacy policy and privacy policies of our Service Providers and External Data Sources.

For more information on electronic verification, please click [here](#).

## AMM Client Application Requirements

To place a deal on the Website you must open a facility, to open a facility you must complete an application form. Applications can be submitted through our Website, or by downloading our application form, To submit an application to AMM, you agree to provide us with any information we reasonably require to open a facility. Where you do not provide all the information required in your application, we may be unable to open the facility.

You agree to provide identity information to us as and when required by us to enable us to satisfy our obligations under Anti-Money Laundering and Counter-Terrorism Financing Act 2006 rules and other subordinate instruments (AML/CTF Laws) and/or our internal policies and procedures.

Each client and entity must meet a number of basic requirements. Specifically, before submitting an application to AMM, you agree that:

1. You are 18 years of age or older;

2. You are currently an Australian citizen and/ or have the right to reside in Australia;
3. Your entity and any relevant trustee is domiciled in Australia.

You agree that AMM cannot accept an application for a client if any of the above requirements are not satisfied. Notwithstanding this, AMM reserves the right to reject any application in its absolute discretion.

Where you are a financial adviser or other financial services professional acting on behalf of a client, you acknowledge that you are duly authorised to execute and submit an application to us on behalf of your client, have carefully read and understood these terms and conditions and that you have the authority to bind your client to those terms and conditions. In addition, you are deemed to have accepted the terms and conditions on behalf of your client upon submission of an application to us.

Any new adviser groups and advised clients of AMM, and any existing client/ adviser groups who have not previously completed the necessary AML/CTF verification procedure detailed below, must complete and submit the following to AMM:

1. Due Dilligence Questionnaire;
2. Financial Intermediary Agreement

AMM will not accept an Application from a Direct Client for a managed investment scheme (MIS) product. Investment in these MIS products is only available to clients who have received Personal Advice in relation to that investment, by an authorised financial adviser ("Advised client"). If, at any time, AMM becomes aware that a client, including an existing client, is no longer an Advised Client, AMM will not facilitate further distribution of MIS products to such clients. AMM accepts no liability for any loss or damage resulting from this process.

## Information Contained Within the Website

The Website contains general information. The information published on the Website has been prepared without taking into account your objectives, financial situation or needs. Any prices, quotations, or opinions published on the Website are subject to change and may change without notice. Before acting on any of the information published on the Website, you should consider its appropriateness having regard to your financial objectives, situation and needs.

You should obtain and consider relevant the Product Disclosure Statement (PDS), Terms and Conditions, Financial Services Guide, Customer Information Brochure and Guide to Fees and Charges relating to any product before making any decision about whether to acquire or continue to hold that product. You can obtain a copy of the relevant information from the Website or you can contact AMM directly.

You must not rely on any information published on the Website or any site linked to or from the Website ("Linked Site"). AMM has not reviewed and does not endorse or recommend any of the Linked Sites. Your access and use of any Linked Site is done so at your own risk. To the extent permitted by law, AMM accepts no liability for any loss or damage suffered by you as a result of your interaction with any Linked Site.

## Security

AMM treats security seriously. We have asked you to provide us with a password to help us protect your information. This, when used in conjunction with your User ID, will allow you into the part of the Website that contains your personal information. In this respect, you agree to:

- not disclose any username or password to anyone including a family member or friend;
- securely store your username and password away from unauthorised persons;
- try to commit all usernames and passwords to memory and not record them by any means (including by storing them on a computer or Mobile Device, or any article that could be accessed or stolen along with a computer or Mobile Device) without making a reasonable attempt to disguise them;
- not choose a password which can be easily guessed including, for example, a password that uses repeated characters, consecutive numbers, or a recognisable part of your name, birth date, telephone number or driver's licence number;
- give AMM such information as requested from time to time in respect of access to the Website by you or by any other person who may have, or be permitted to have, such access; and
- immediately notify AMM on becoming aware of, or suspecting, unauthorised access to the Website. Please contact us by calling us on 1300 306 281 or emailing us at [admin@moneymarket.com.au](mailto:admin@moneymarket.com.au).

You agree and accept that AMM may rely on the assumption that any person using any username or password allocated to you, is authorised by you to access the Website (regardless of that person's true identity) and to carry out their activities concerning the Website. To this end, you agree to indemnify AMM against any losses, costs, expenses, claims, damages and liability whatsoever, which may be suffered by you or AMM as a result of any access to the Website by a person using your username and/or password.

You accept that the security measures AMM has implemented in respect of the Website may not be adequate to protect against unauthorised dealings connected with the Website, be those dealings interception, intellectual property infringement, activities aimed at corrupting information, equipment or software, or otherwise. You agree that we may terminate any person's permission to access the Website at any time, effective immediately without notice.

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## Intellectual Property

Unless agreed to in writing, AMM prohibits any activity that uses intellectual property owned by, or licensed to us or which may involve AMM in any liability. You agree that all intellectual property rights in and related to the Website are owned by AMM. Other than reading the information on the Website via authorised online access, you may not exercise any intellectual property right in respect of the Website.

AMM does not warrant that the Website, including any content or linked content on the Website, is free from viruses or anything else that has potentially harmful properties.

AMM reserves the right to amend these Terms and Conditions at any time, from time to time, and without notice to you. The amended terms will be effective from the date they are posted on the Website.

## Privacy

To use the Website, you must agree to the terms set out in AMM's Privacy Policy available [here](#).

## Facility operation

We may place a block on your facility in the following circumstances and you will not be able to access your facility until the block is lifted:

- a. we have not received required verification of identification documentation;
- b. we have received returned mail because you have not advised us of a change of address;
- c. you are in breach of any of these terms and conditions;
- d. you die;
- e. if we become aware of any dispute which in our reasonable opinion has a bearing on your facility, including without limitation as to who may operate or who owns a facility, or whether instructions provided to us are authorised or valid. In this case, we may place a block on your facility until an agreement has been reached between the parties which is acceptable to us;
- f. we are required to do so by court order or otherwise by law.

To the extent permitted by law we are not liable for any loss or damage arising from placing a block on your facility.

## Facility Closures

We may close a facility at any time by giving you reasonable notice and repaying to you any remaining credit balance after associated costs and fees are deducted. AMM may, in its absolute discretion, close an Account where the Account has been inactive for a minimum period of two (2) years. For the avoidance of doubt, 'inactive' means no current investments or new transactions during the period of two years. As part of the account closure process, AMM may remove the link between the AMM facility and the Client's CMA account.

## How AMM is Paid for Providing Financial Services

**Payment for services depends upon the type of service provided by AMM.**

Where AMM is acting as a broker for deposit products, securities, or managed investment schemes:

- (a) For some products we are paid directly by the product provider. This can be anywhere between 0.00 percent per annum and 0.20 percent per annum and is typically 0.10% percent per annum for deposit products and between 0.05 percent per annum to 0.10% percent per annum for managed funds.
- (b) For some products we are NOT paid by the product provider. For these products:
  - AMM will charge a quarterly fee of between 0.00 percent per annum 0.20 percent per annum for deposit products and between 0.00 percent per annum 0.10 percent per annum for managed funds made available through AMM's Website.
  - The amount of the fee will be notified to the client prior to being charged and will be deducted from the client's hub account opened with AMM.
  - In the event that the amount of fees payable changes, AMM will give the client 30 days' prior written notice of any increase to the fees.

AMM may charge a fee on managed investment schemes in the range of 0.00%pa to 0.20%pa, typically 0.08%pa inclusive of GST. The fee will be charged

based on the daily number of units held during a period, and the close of business unit price for the period. An example of the calculation is shown below:

- A client invests \$50,000 in a fund on 20 January. The investment purchases 48,971.6 units at a unit price of 1.021 (48,971.6 units x \$1.021 per unit = \$50,000)
- At the end of the quarter on 31 March the unit price of the fund is 1.022. In line with the distributions paid by the fund, AMM will charge the client \$7.68 being: 48,971.6 units x \$1.022/unit x 70 days / 365 days x 0.08% fee = \$7.68

**Primary market fixed interest securities:**

Issuers of primary market fixed interest securities will pay AMM brokerage directly. This does not affect the yield or price quoted to you. Details of any commissions are available from your adviser. These fees are typically in the range of 0.05% to 1.00%.

## Authorisations

When completing and submitting an AMM application form ('Application Form'), you may consent for any named party on the Application Form to be authorised to sign for a range of account and investment changes. If you authorise either named party to sign, you accept that AMM may rely on this authorisation and will not require the signature of all parties to the application for certain account-level changes. Notwithstanding this, AMM still requires that all parties listed on an Application Form sign certain account change authorisations, including:

Adding a new linked account.