

fine print



Online Investing

The fine print on our Subscriptions,
Packages, and Alerts

Westpac Securities Limited

23 April 2015



The fine print on our Subscriptions, Packages and Alerts

T's & C's

Terms & Conditions for our Subscriptions, Packages and Alerts

Overview

1. Application

These Terms and Conditions apply where You access any of the subscriptions, packages and Alerts services (each a 'Service', together the 'Services') offered through Westpac Securities Limited ABN 39 087 924 221, AFSL No. 233723 ('Westpac Securities') by Australian Investment Exchange Limited ABN 71 076 515 930, AFSL No. 241400 ('we', 'us' 'our').

2. Interpretation

These Terms and Conditions supplement the 'Terms and Conditions of Your Share Trading Account' as set out in the Westpac Securities Terms and Conditions.

3. Variation

We reserve the right to vary these Terms and Conditions on seven days' written notice to the postal or electronic address last notified to us by You, or via the Website. Also, we may use our Interactive Voice Recognition telephone facility to notify You of any amendments, and provide information about where You can access full details of those amendments.

4. Your agreement

By using any Service, You agree to be bound by the Westpac Securities Terms and Conditions and these Terms and Conditions.

5. Definitions and interpretation

Words and expressions defined in the Terms and Conditions of Your Share Trading Account will have the same meaning here (unless the context requires otherwise). In particular:

- 5.1 a reference to a 'direct debit request' includes a reference to a Direct Debit/ Credit Request Service Agreement.
- 5.2 'Alerts' means the electronic alerts You have elected to receive.
- 5.3 'Fee' means the fees set out in our Financial Services Guide and on our Website, in respect of any Service, as amended from time to time;
- 5.4 'SMS' means Short Message Service;
- 5.5 'Service' includes Advanced and Professional Packages, Trader Pro – Standard, Trader Pro – Standard + DDE, Trader Pro – Standard + DDE + Dow Jones, Trader Pro – Plus (Trader Pro – Standard + DDE + Int Mkts, LME, Int Indices), Trader Pro – Plus + AAP Newswire, and any other services nominated by us from time to time; and
- 5.6 'Website' means the website on www.westpac.com.au/onlineinvesting.

Subscriptions Packages and Alerts

6. Commencement, variation and termination

- 6.1 You can request access to subscriptions, packages and Alerts online, using the links on the Website.
- 6.2 You may only access subscriptions and packages via the Website.
- 6.3 By requesting us to provide You with access to subscriptions, packages and Alerts, You confirm that You have received the Financial Services Guides issued by us and by Westpac Securities.
- 6.4 Where a Service is charged:
 - (a) monthly in arrears, your access will renew automatically until cancellation of that Service. These Services can be cancelled at any time through the Website; and

- (b) annually in advance, your access will not renew automatically. You will need to re-subscribe for that Service annually via the Website.

- 6.5 Where you cancel your access to a Service less than five business days before the next debit is due to be made and you do not qualify for free access to Services, we may charge You for the next billing period.
- 6.6 We may cancel Your access to any Service if You breach the Westpac Securities Terms and Conditions or these Terms and Conditions, as amended from time to time.
- 6.7 If You decide to close the trading account used to access a Service, Your access to that Service will be cancelled. Should You wish to continue to access that Service, You will need to re-subscribe and nominate an alternative active Westpac Securities account.
- 6.8 We may terminate, suspend or restrict Your access to, and use of, any Service if:
 - (a) we terminate, suspend or restrict Your access to, and use of, Your Trading Account; or
 - (b) You fail to pay any amount owing to us or Westpac Securities by the due date.

7. Fees

- 7.1 You agree to pay any fees relating to Services accessed by you as specified by us from time to time in our Financial Services Guide or as noted on the Website.
- 7.2 Payment can only be made by direct debiting the bank account which is linked to the trading account nominated by You when subscribing to each Service. If Your trades are settled through other means than direct debit (e.g. margin loan), You will need to give us a completed direct debit request, which can be accessed online or sent upon phone request.
- 7.3 For Services charged:
 - (a) monthly in arrears, we will debit Your nominated account on or about the first week of each calendar month; and
 - (b) annually in advance, we will debit Your nominated account on or about the first business day after You subscribe.
- 7.4 If Your bank rejects the debit, then Your access to the Service will cease and You will have to re-subscribe, and re-attempt the relevant payment. With this in mind, You should make sure sufficient cleared funds are available in Your nominated account. Any dishonour fees charged by Your bank related to rejected debits are Your responsibility.
- 7.5 Fees paid for Services are not refundable or transferable.

8. Free access

- 8.1 Based on the trading activity attached to Your Username during the relevant billing period, You may be eligible for a subscription rebate. Please visit the Rebate page on the Website for more details.
- 8.2 Where Your trading activity qualifies You for Services at no cost, and these services are usually charged monthly in arrears, we will not debit Your Bank Account when the subscription and/or package fee is due.

9. Trading Authority

You can only request access to a Service in respect of an account for which we recognise You as an Account Owner. An Additional Authority to Trade cannot subscribe to a Service on behalf of an Account Owner.

10. Liability

Subject to those provisions of the Competition and Consumer Act 2010 (Cth), and any other rights implied by law, which cannot be excluded by agreement between You and us, we exclude all liability in contract, tort (including negligence) or otherwise relating to or resulting from use of any Service and for any loss incurred by You or a third party as a result of or arising out of any inaccuracy, delay in, omission from, or failure of any Service, or Your reliance on information provided through a Service.

11. Content of the information provided through Services

- 11.1 Information available through our Services does not take into account Your objectives, financial situation or needs. With this in mind, You acknowledge that any information You obtain through any Service is general financial advice only and does not constitute personal financial advice.
- 11.2 While we and Westpac Securities have given permission for publication of information provided through our Services, neither we nor any company in the Westpac Group accepts responsibility for the accuracy or completeness of, or endorses, any such material.
- 11.3 We and Westpac Securities make no warranty or representation as to the accuracy, completeness or currency of the information, or any part of the information, provided through a Service. In particular, there may be delays in the sending or receiving of an Alert and the information contained in an Alert may not be current at the time You receive the information.
- 11.4 You can view a summary of available Services and the relevant fees on the Website which will also show those Services You are currently subscribed to.

12. System requirements, transmission speeds and service continuity

- 12.1 Use of the Website requires a modern browser and operating system. It is Your responsibility to meet the minimum operating system and browser requirements.
- 12.2 We reserve the right to interrupt access to Services to undertake reasonable maintenance of the Website.
- 12.3 You agree that we are not liable to You or any third parties for interruptions to access to research beyond our control, including but not limited to problems with Your telecommunications services; or problems with Your internet service provider; or problems with Your own computer hardware or software; or any difficulties You may have in sending or receiving email.

Alerts Terms and Conditions of Use

- 13.1 The Westpac Online Investing app allows you to elect to receive Alerts via a push notification service or email. Alerts sent via push notification will be sent to any device on which you have installed and registered the Westpac Online Investing app with notifications enabled. Alerts could be seen by others (including unauthorised persons) who use or access your device. Please check the "Notifications" settings on your devices to ensure the privacy and Alerts settings are appropriate for your use.
- 13.2 The receipt of Alerts on your mobile device depends upon the electronic transmission of data across networks operated by mobile phone service providers. Because we do not control these networks, we cannot and do not guarantee the security of these data transmissions. You can however check with your network service provider for information about their privacy and security practices. We and Westpac Securities will treat your data in accordance with their respective Privacy Policies available on the Westpac Online Investing website.
- 13.3 If you have elected to receive Alerts via the push notification service you will need to ensure you have the latest version of the Westpac Online Investing app installed on your device and that you have enabled your device to receive push notifications.
- 13.4 You acknowledge that at all times your access to Westpac Online Investing Alerts depends on factors outside the control of Westpac Securities and us, including any disruption, failure or malfunction in any part of the internet or mobile carriage service. Access may also be limited or unavailable during periods of peak demand, systems interference, damage or maintenance, or for other reasons.

- 13.5 We and Westpac Securities reserve the right to suspend or discontinue the Alerts services at any time without notice.
- 13.6 Alert data is provided for your information only and should not be relied on for taxation, investment or any other advice purposes. Alert data is provided by Markit On Demand and Six Telekurs and is not verified by either us or Westpac Securities. Markit On Demand uses data sourced from ASX TradeMatch only.
- 13.7 If you have requested an Alert to be sent to You by email, it is Your responsibility to ensure that the email address You have provided is up to date and able to access the Service. You may update Your current email address through the Website.

14. The below information refers only to Alerts which you have subscribed to prior to 23 April 2015 and accompanies the Subscription, Packages and Alerts Terms and Conditions:

- (a) Alerts can be sent to You by email or by SMS message to Your mobile phone.
- (b) Where a Service is charged on the basis of credits (such as Alerts credits), your access will renew automatically when the number of Your credits reaches 20. At this time, you will automatically be charged for and apportioned a further 100 credits, until cancellation of that Service. Each SMS message within Australia costs three Alert credits. Each email Alert costs one Alert credit. These Services can be cancelled at any time through the Website. If you cancel your access to this Service, you may use any remaining credits (subject to these Terms and Conditions otherwise).
- (c) We may charge an additional fee for SMS messages transmitted to a mobile phone outside Australia. You authorise us to direct debit Your nominated account for an amount or amounts which fairly reflect the increased costs to us of transmitting such SMS messages overseas.
- (d) For Services charged on the basis of credits (such as Alerts credits), we will debit Your nominated bank account on or about the first business day after You subscribe.
- (e) If You have requested an Alert to be sent to You by SMS, the alert will be sent to Your nominated mobile telephone number only and it is Your responsibility to ensure that the nominated mobile telephone number is up-to-date. You may update the nominated mobile telephone number address through the Website.
- (f) Sending SMS messages to Your mobile phone depends on electronic transmission of data across networks operated by mobile phone service providers. We cannot and do not guarantee the security or timeliness of mobile phone data transmissions. We recommend that You check with Your mobile phone service provider for information about their privacy and security practices.
- (g) You are responsible for ensuring Your mobile phone can receive SMS messages, and that it is working correctly, turned on and within signal range of the mobile phone network.

15. Intellectual property

You may download or print copies of any information available using a Service for Your personal and private use, but these may not be reproduced, republished, broadcast or otherwise distributed without our prior written consent.

16. Severance

If any provision of these Terms and Conditions is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so) the remaining provisions of these Terms and Conditions will continue to apply to the extent possible as if the void or unenforceable part had never existed.

17. Governing law

These Terms and Conditions will be governed by and construed according to the laws of New South Wales.

