

Terms and conditions

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The following terms govern your use of the Betashares Direct mobile and web applications ("Betashares Direct"), being the electronic interface through which you can access certain products and services, including in relation to the IDPS-like scheme known as the Betashares Invest Fund ("Betashares Invest").

Betashares Capital Limited ABN 78 139 566 868, AFSL 341181 is the issuer and responsible entity of Betashares Invest.

You can use Betashares Direct to provide us with instructions in relation to your Betashares Invest Account, such as buy or sell orders for underlying investments, as well as accessing reports or other information available in connection with Betashares Invest.

By using Betashares Direct, you confirm you have read and agree to these terms and conditions, as well as the Betashares Privacy Policy and any notices, disclaimers, statements and any other terms set out in Betashares Direct (whether in the mobile or web application) (referred to collectively as the "Terms of Use"). If you do not agree with the Terms of Use, you should not access or use Betashares Direct.

Betashares Direct is owned by Betashares Holdings Pty Ltd ABN 93 136 545 107 ("BHPL") and operated and maintained by BHPL and other companies in the Betashares Group. In these terms and conditions, 'we', 'us', 'our' and 'Betashares' refers to BHPL and/or another company in the Betashares Group (as applicable). BHPL is not responsible for or involved in the provision of any services through Betashares Direct.

General information only – not financial advice

The information contained in or made available through Betashares Direct is general information only. It does not constitute personal financial advice and should not be relied upon as such. It does not take into account any investors' individual circumstances, financial objectives or needs and does not purport to provide comprehensive information about any matter.

An investment in, or acquired using, Betashares Invest is subject to investment risk including possible delays in repayment and loss of income and principal invested. None of BHPL or any other company in the Betashares Group guarantees the performance of any investment in, or acquired through, Betashares Invest or the repayment of capital or any particular rate of return. Past performance is not an indication of future performance. The information on Betashares Direct is not an invitation to enter into any legal agreement of any kind, and no statement or information on Betashares Direct constitutes a recommendation, offer or invitation to invest in any investments, securities or financial products unless expressly stated otherwise.

Any reliance on data or information on Betashares Direct when deciding to buy or sell securities or other financial products is at your own risk and Betashares is not liable for any losses you may incur.

Charts display historical prices that may have been adjusted for corporate action activity. Adjusted prices may differ to actual historical prices when looking at a security's course of sales or historical closing prices. Any worked examples are provided for illustrative purposes only.

The information on Betashares Direct may be based on assumptions or market conditions and may change without notice.

Pricing information provided via Betashares Direct may differ from the actual price you pay or receive in relation to any order you place through Betashares Direct.

Investors should consider the PDS and seek professional financial advice

Before making an investment decision, you should:

- consider whether investing through Betashares Invest is appropriate for your needs, objectives and circumstances
- read the Product Disclosure Statement (“PDS”) and Target Market Determination for Betashares Invest and the relevant disclosure document for any investment accessible through Betashares Invest before making any investment decision.
- read the Financial Services Guide for Betashares Direct and consider whether to obtain financial services in connection with Betashares Invest.
- consider consulting a financial adviser to determine if an investment is appropriate for your circumstances and to ensure you understand the risks before investing
- consult appropriate professional advisers on any legal or accounting implications of making an investment through Betashares Invest.

Betashares is not a tax adviser. Any tax-related information made available through Betashares Direct should not be construed or relied on as tax advice and investors should obtain professional, independent tax advice before making an investment decision. Such information is based on current laws and their interpretation, which are subject to change.

Security and accessing Betashares Direct

You may be given a confidential password or code for you access to Betashares Direct. You remain responsible for the confidentiality of your password or code. Access will be given to any person who uses your password or code or complies with any other security procedures that we may institute from time to time. Any action by that person will be taken to be by you.

You undertake not to reveal any access code or password for your account, not to otherwise allow or cause any unauthorised person to access, or to facilitate any unauthorised person accessing, your Betashares Invest account via any device application of Betashares and not to allow any unauthorised person to issue instructions on your Betashares Invest account. You agree:

- not to tell anyone your code or password or let anyone find out your code or password (including, without limitation, family or friends)
- not to let anyone watch you enter your code or password
- not to choose a code or password that is easily identified with you (for example, your date of birth, car registration, telephone number or your name or part of it)
- to make a reasonable attempt to disguise the code or password if you make a record of it – that is, scramble the details in such a way that others will not be able to decode it.

You must tell us immediately if you lose your code or password or think someone has knowledge of it.

Your responsibilities in using Betashares Direct

You are responsible for any fraudulent, illegal or unauthorised dealings on your Betashares Invest Account that are attributable to your conduct.

You acknowledge and agree that you will not use Betashares Direct to initiate or participate in any transaction that may be in breach of Australian law or the law of any other country, such as AML/CTF related laws.

You must not copy, reproduce, reverse engineer, alter, modify, disassemble or decompile any part or all of the components, accessories, documentation or technology provided or made available to you by Betashares, including (without limitation) all specification and other technical information, relating to Betashares Direct or your account.

You release, discharge and indemnify Betashares, its related bodies corporate, and their respective directors, officers, employees, agents and representatives in relation to all loss, damage and expense arising out of or in connection with Betashares properly acting on your instructions provided through Betashares Direct, any fraudulent, illegal or unauthorised dealings on your Betashares Invest Account that are attributable to your conduct or your failure to comply with the Terms of Use or any applicable law.

Fair Use policy

You agree to use Betashares Direct in a reasonable manner (e.g. you will not use any of the services available via Betashares Direct in an excessive or abnormal manner), and comply with the rules, procedures, customs, usages and market practices of any market on which your underlying investments are traded. Without limitation, you may be taken to be using Betashares Direct in an excessive or abnormal manner if you submit instructions for 3 or more sets of buy and sell orders in relation to any one security or investment during any 30-day period. Without limiting any other provision in these Terms, if you are determined by Betashares to be using Betashares Direct in an excessive or abnormal manner, we may suspend or restrict your ability to submit any buy order (we will notify you of such suspension or restriction and the period for which such suspension or restriction will be in place, if applicable).

Suspension of access and processing of instructions

We may, to the extent reasonably necessary or desirable to do so to maintain the integrity of the systems or technology associated with Betashares Direct, suspend your access to and use of Betashares Direct. Where reasonably practicable and permitted to do so, we will endeavour to provide prior notice prior to taking such action. If your access to and use of Betashares Direct is suspended, Betashares is not responsible for any loss suffered arising out of or in connection with such suspension, including (without limitation) if you suffer loss because you were unable to perform transactions or provide any other instructions during that time.

We may, where reasonably necessary or desirable to do so, reject or refuse to process any instruction or request from you (including, without limitation, any transaction), such as where we think (acting reasonably) you are using Betashares Direct or your account in a manner inconsistent with the Terms of Use or in connection with any fraudulent, illegal or unauthorised dealings, or to comply with any applicable law or regulation.

Push notifications and other messages

We may send notifications in relation to Betashares Direct or your account or via push notifications, a messaging service, SMS or other mechanism. These notifications may relate to the following (without limitation):

- account-related notifications (deposits/withdrawals, availability of reports etc.)
- order notifications (including successful or failed trades)
- customer support (live chat)
- service notifications (e.g. outages)
- product updates (e.g. new features or functionalities)
- offers & promotions
- other news and updates.

You can turn off such notifications within Betashares Direct (by going to 'Notifications' under the Preferences section) or via your notification settings for your device (for the mobile application). Please

note this does not apply to emails or other communications we are required to be provide to you in connection with your Betashares Invest account.

Changes to Betashares Direct

Betashares may from time to time make changes to Betashares Direct, including (without limitation) to the appearance, functionality or features of Betashares Direct. Betashares will, where reasonably practicable to do so, aim to provide prior notice of such changes to you where such changes is of a material nature e.g. via an updated PDS or website notice.

Exclusion of liability

The information on Betashares Direct is provided in good faith and is believed by Betashares to be accurate at the time of publication or disclosure. However, the use of Betashares Direct is at your sole risk. No company in the Betashares Group, either personally or in their capacity as the trustee or responsible entity of any fund, nor the directors, officers or employees of Betashares or any other company in the Betashares Group, make any representation or warranty as to the quality, accuracy, reliability, timeliness or completeness of any material on Betashares Direct.

You acknowledge that systems or technological issues or failures may impact our ability to receive or process transactions through Betashares Direct, which may delay or prevent the purchase and sale of investments through your account. Such issues or failures may also impact Betashares' service providers. Betashares does not provide any representations, warranties or assurances as to your continuous, uninterrupted access to Betashares Direct.

We are not in breach of the Terms of Use or otherwise liable to you for any delay or failure to perform any of our obligations in relation to Betashares Direct to the extent that such delay or failure was caused, or contributed to, by an event or factor beyond our reasonable control including, but not limited to:

- a Force Majeure Event;
- any delay, fault, failure, interruption or service difficulty of any kind in respect of any service provided by any internet or telecommunications service provider including, without limitation, any telecommunications failure or fault or defective network or internet connections, provided that we have used all reasonable endeavours to minimise the impact of any such delay, fault, failure, interruption or service difficulty on the performance of our obligations and provided that we have used all reasonable endeavours to have the supply recommenced by the internet or telecommunications provider or by a replacement provider;
- delay or failure of any Core Supplier to supply the relevant service, provided that we have taken all reasonable steps to minimise the impact of any such delay or failure on the performance of our obligations and to have the supply recommenced by the Core Supplier or a replacement supplier of the relevant services.

Except to the extent that liability under any statute cannot be excluded, and without limiting any other provision in the Terms of Use, Betashares, its related bodies corporate, and their respective directors, employees and consultants do not accept any liability (whether arising in contract, tort, negligence or otherwise) for:

- any error or omission in any material or information provided through Betashares Direct or for any loss, damage or expense suffered by the recipient's reliance on the information, including from the use of any tools and calculators or any other person's reliance on or use of such information, provided we take reasonable steps to minimise the impact of any such error or omission as soon as reasonably practicable after becoming aware of such error or omission; and
- any loss, damage or expense suffered by you or any other party arising as a result of or in connection with any systems or technological issues or failures relating to Betashares Direct, except to the extent such issues or failures arise as a direct result of Betashares' gross negligence or wilful default.

For the purposes of this section,

Core Supplier means leveraged infrastructure and technology that are not proprietary technology of BHPL in the provision of Betashares Direct or the delivery of services under the Terms of Use (including, but not limited to, back-office services).

Force Majeure Event means an event or cause beyond our reasonable control, including:

- an act of God, lightning, storm, flood, fire, earthquake or explosion;
- a strike, lockout or other labour difficulty;
- an act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion;
- the effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority;
- an embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage, lack of transportation; and
- an epidemic or pandemic.

Recording of telephone calls and webchat correspondence

You authorise Betashares to record any telephone conversations and webchat correspondence between you and any representative of Betashares or any representative of another company in the Betashares Group ("Betashares Representative"), with or without an audible tone warning device. You acknowledge that any recording is the property of Betashares. You agree to the recording of all relevant details of any telephone conversation and webchat correspondence you have with a Betashares Representative, including the name of the operator and the date and time of the call/webchat, and you acknowledge that you will be asked for this information if you seek to access a recording.

Privacy

We may as a result of your access to Betashares Direct hold and process personal information obtained about you. Betashares is committed to maintaining the privacy of any personal data it holds about you and does so in accordance with the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). Please read the Betashares Privacy Policy (available via Betashares Direct) to understand how your personal information will be treated when you use Betashares Direct.

Tools or calculators

You acknowledge and agree that any tools or calculators available on Betashares Direct:

- are provided solely for informative or illustrative purposes and should not be relied upon for the purposes of you making an investment decision or decision to buy or sell any investment or influence your decision making
- unless otherwise notified to you, do not in any way constitute us providing personal advice to you or making personalised recommendations.

Third party information and materials

We may provide or make available through Betashares Direct market data or other information, articles and materials from third parties who are not employees or representatives of a Betashares Group company and are not associated or affiliated with any Betashares Group company (**Third Party Information Provider**). Such material is provided for informative purposes and convenience only and does not in any way constitute personal advice or a personalised recommendation. You acknowledge and agree that no Betashares Group company accepts any responsibility for the contents or accuracy of information from a Third Party Information Provider, and no Betashares Group company makes any representations or warranties, express or implied, as to any such information. You acknowledge and agree that such information from a Third Party Information Provider does not reflect the opinions,

policies or recommendations of Betashares or any Betashares Group company and that Betashares does not verify the accuracy or completeness of such information. You acknowledge and agree that such data or information is proprietary to Betashares and/or the relevant Third Party Information Provider, and you must not reproduce, adapt, modify, upload, link to, transmit or distribute such data or information to any third party, except as may be permitted by the Terms of Use or any applicable law or regulation.

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Links to other websites

Betashares Direct may have links to other websites operated by entities affiliated with the Betashares Group as well as links to websites of third parties. Those websites which fall into the second category are not affiliated with Betashares or any other Betashares Group company in any way. Betashares does not control or endorse and is not responsible for the content of such linked third party websites and provides hyperlinks to other websites for your convenience only. Any information, opinions, representations or offers made in those linked third party websites are solely the responsibility of the third parties operating those websites and are not made by Betashares or any other Betashares Group company, which makes no representation or warranty as to accuracy or reliability of the information in those websites.

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Variations to these terms and conditions

We may amend these terms and conditions at our discretion and at any time. We will provide reasonable prior notice of any material updates to these terms and conditions. Any amendments are effective upon publication (such amended terms and conditions will be made available on Betashares Direct). Your subsequent and continued use of Betashares Direct will constitute your continued acceptance of the Terms of Use as modified or amended. If you do not agree with the amended Terms of Use, you may cease using Betashares Direct.

Australian residents only

Content on Betashares Direct is directed at Australian residents only.

Complaints

If you would like to complain about any aspect of Betashares Direct, please contact complaints@betashares.com.au.

Governing law

The Terms of Use are governed by and are to be construed in accordance with the laws of New South Wales, Australia. You agree to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with the Terms of Use or Betashares Direct.