

Terms and Conditions

Terms of Use

Please read these Terms of Use (Terms) carefully before using the www.marketch.com.au website or integrated application and any and all related documentation (Platform) operated by Marketch Online Trading Pty Ltd (ACN 654 674 432) ('Marketch', 'we', 'our' or 'us'); an Authorised Representative (Corporate Authorised Representative number 1293528) of Sanlam Private Wealth Pty Ltd (Australian Financial Services Licence number 337927) ('Sanlam').

Your access to, and use of, the Platform is conditioned on your acceptance of, and compliance with, these Terms. These Terms apply to all visitors, users and others who access or use the Platform. You warrant that you are at least 18-years-old and you are legally capable of entering into binding contracts. If you are under 18-years-old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By accessing or using the Platform you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Platform.

Platform

Marketch is a software service provider and solely provides the Platform to enable you to research and participate in financial markets and stock exchanges through the services provided by independent third-party providers of those services (Third-Party Providers) through the Platform.

You acknowledge that Marketch does not provide financial advice or trading, account, settlement or banking facilities and all such facilities and advice are provided by independent Third-Party Providers who hold a direct contractual relationship with you and are in no way controlled by Marketch.

Trading, account and settlement facilities are provided by OpenMarkets Australia Limited ABN 38 090 472 012 (AFSL No 246705) (Openmarkets) a Market Participant of the Australian Securities Exchange (ASX), Chi-X Australia and the National Stock Exchange of Australia as well as an ASX Clear and Settlement Participant.

Banking facilities, including but not limited to the processing of payments of funds to OpenMarkets for the purpose of participating in trades, are provided by the Macquarie Group through a Macquarie Cash Management Account.

All market information displayed through the Application (Market Information) is provided by Iress Limited ACN 060 313 359 (Iress) and/or Refinitiv Australia Pty Limited ACN 002 834 237 (Refinitiv).

You agree to be bound by, and subject to, any terms and conditions of the Third-Party Providers which do not form part of these Terms.

You warrant that you have complied with all policies and obligations relating to the Third-Party Providers' obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Your use of the Platform is at your own risk.

Any dealing between you and us are subject to:

- the Corporations Act 2001 (Cth) including the ASIC Market Integrity Rules;
- the rules, directions, decisions and requirements of the operator of the market;
- the customs and usages of the market;
- any applicable rules and procedures for any clearing or settlement facility used in the provision of the services by Third-Party Providers;
- the correction of errors and omissions; and
- the international and domestic anti-money laundering and counter-terrorism laws.

Subject to these Terms, Marketch shall attempt to provide you with access to and use of the Platform for twenty-four (24) hours per day, seven (7) days per week. You acknowledge and agree that from time to time the Platform may be inaccessible or inoperable for any reason, including, without limitation:

- equipment malfunctions;
- periodic maintenance procedures, repairs, updates or upgrades that Marketch may undertake from time to time;
- causes beyond Marketch's control or that are not reasonably foreseeable by Marketch, including, without limitation, interruption or failure of telecommunication or digital transmissions, hostile network attacks, network congestion or other failures; or
- a disruption in the connection between Marketch and Openmarkets or the Market Information provider.

You acknowledge and agree that Marketch has no control over the availability of Platform on a continuous or uninterrupted basis.

You acknowledge and agree that the Platform requires internet access in order to function and, if you do not have stable internet access (e.g. by not having mobile data reception), you will not be able to amend or create transactions or view the Market Information. You will also not receive notifications or other alerts from the Platform. You agree that you are solely responsible for ensuring that the Platform has internet access and will indemnify Marketch from any losses you incur howsoever arising in connection with the loss of internet access to the Platform.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Platform.

You are responsible for safeguarding the password that you use to access the Platform and for any activities or actions under your password. You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person, or entity or name that is not lawfully available to you for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

Subscription

Some parts of the Platform are billed on a subscription basis (Subscription). You will be billed a fee (Subscription Fee) in advance on a recurring and periodic basis (Billing Cycle). Billing cycles are set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you or Marketch cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Marketch customer support team.

A valid payment method via the platform billing system is required to process the payment of the Subscription Fee. You shall provide Marketch with accurate and complete billing information including full name, address, State/Territory, postcode, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorise Marketch to charge all Subscription Fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Marketch will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice. Failure to pay the invoice by the deadline date may result in the termination or suspension of your access to the Platform.

All prices are in Australian Dollars (AUD).

You may cancel your Subscription by providing written notice to the Company or selecting the 'unsubscribe' option in the Account Settings in the Application or Website.

Any cancellation of the Subscription by you will take effect at the end of the period to which the Subscription Fee relates.

You acknowledge and agree that the Company may terminate your access to the Services in accordance with these Terms at any time, and you accept that where any such termination occurs, there is no refund available for the Subscription Fee.

Refunds

Except when required by law, paid Subscription Fees are non-refundable.

Fair Use Policy on FocusLite

Marketech 'Focus' is designed for active traders and those for whom regular access to live price data is important. The Marketech 'FocusLite' platform is designed for users that infrequently view the live ASX market and may also trade infrequently.

Live data pricing is charged by the ASX on a 'per view/ per user' basis up to a monthly cap, which is why many low-cost market data platforms choose the lower cost option of delayed ASX data.

To access ASX live data only, or if you are trading regularly, we recommend our Marketech 'Focus' subscription.

The additional cost of brokerage on 'FocusLite' is designed to offset the cost of the ASX data. In order to keep the cost as low as possible for all users, Marketech reserve to right to deny service to 'FocusLite' users that are using the platform for its live data services only, or where the cost of supplying that data is not offset by the brokerage.

Excessive Use

As an indication, a user that is viewing the market more than twice per day and does not transact in a 30-day period may be deemed as excessive use, as the Marketech live-data 'Focus' and 'FocusLite' platforms are designed for traders who benefit from the access to live market data.

The determination of what is excessive use will be reserved, as a right of the management of Marketech, and may vary between users.

Breach of the Fair Use Policy

If you breach any part of this Fair Use Policy we will, generally speaking, contact you and, if appropriate, ask you to modify your use of the service. If you do not modify your use of the service we may suspend or cancel your service.

However, in certain circumstances such as illegality, or non-ordinary use, we reserve the right to suspend or cancel your service immediately and without notice to you.

Upon notification of cancellation of an account, you will be entitled to a grace period of 14 days to move your HIN or your holdings to a new broker.

Free Trial

Marketech may, at its sole discretion, offer a Subscription with a free trial for a limited period of time (Free Trial).

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged a Subscription Fee by Marketech for the duration of the Free Trial. On the day immediately following the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription Fee for the type of Subscription you have selected.

At any time and without notice, Marketch reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Fee Changes

Marketch, in its sole discretion and at any time, may modify the Subscription Fee for the Subscription. Any Subscription Fee change will become effective at the end of the then-current Billing Cycle.

Marketch will provide you with reasonable prior notice in writing of any change in the Subscription Fee to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Platform after the Subscription Fee change comes into effect constitutes your agreement to pay the modified Subscription Fee amount.

Market Information

All Market Information is for personal informative use only and does not constitute personalised advice or recommendations.

You acknowledge and agree that Marketch is not responsible for the Market Information except where otherwise stated in these Terms.

Marketch may use the Market Information to run various mathematical models to better display the information and provide you with more detailed analysis (Mathematical Models). The Mathematical Models involve using certain generally accepted assumptions in making the calculations (Modelling Assumptions). In making the Mathematical Models, Marketch uses its best endeavours to accurately convey the Market Information.

You acknowledge and agree that Marketch makes no warranties as to any of the Market Information, Mathematical Models or Modelling Assumptions including but not limited to the accuracy, timeliness or completeness of the Market Information, Mathematical Models or Modelling Assumptions. You must not make the Market Information available to any other person in any manner, including but not limited to adapting, distributing, downloading, printing, publishing, reproducing or selling the Market Information without Marketch's express written consent which may be withheld for any reason.

Intellectual Property

All rights (including but not limited to intellectual property rights) in the Platform, including any modifications or alterations made by you or any third party (collectively, Marketch IP), remain the property of Marketch and its licensors in all respects, regardless of whether or not such modifications or alterations were authorised by us (pursuant to these Terms or otherwise). Accordingly, all rights (including intellectual property rights) subsisting in any modifications or alterations will vest in us and be regarded as Marketch IP immediately upon creation, without the need for any further formality or documentation. You agree to execute (or procure the execution of) any documentation, and perform any other acts, required by us to confirm this fact and give effect to this clause, and will if necessary assign to Marketch (or procure the assignment of) all rights (including intellectual property rights)



arising out of any modifications or alterations to the Marketch IP or any other aspect of the Platform. The Platform is protected by copyright, trademark, and other laws of both the Australia and foreign countries. Our trademarks (registered or otherwise) may not be used in connection with any product or service without the prior written consent of Marketch. Nothing in these Terms constitutes a transfer of title or ownership of any Marketch IP from us to you (including any associated intellectual property rights, which include but are not limited to rights of copyright).

You are permitted to use the Platform only as authorised by us. As a user, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platform to create, display, use, play, and download content subject to these Terms.

Marketch IP must not be used in connection with a product or service that is not affiliated with us or in any way brings us into disrepute.

You must not modify the physical or digital copies of any content you print off or download in any way (from the Platform (including Marketch IP), and you must not use any illustrations, photographs, video links or audio, or any graphics separately from any accompanying text. You acknowledge that in addition to any other remedies available to Us under these Terms or otherwise, any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Platform will entitle Marketch to avail itself of any remedies against you which may be available, including but not limited to the equitable remedy of injunctive relief.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users are those of the respective authors or distributors and not of Marketch.

Prohibited Content

Use of the Platform which is objectionable, unlawful, illegal, could interfere with or adversely affect the proper operation of the Platform or the use of the Platform by other users, or for other activities prohibited by the Marketch is prohibited.

We reserve the right to investigate and take any appropriate action (including suspension or termination of Accounts and access to the Platform, or legal action, if necessary) against you if we determine, in our sole discretion, that you have breached this clause. You must immediately notify us if you become aware or reasonably suspect that a Platform user is in breach or will be in breach of this clause.

Support Services

The Company will provide the following limited support services:

- (a) email: support@marketch.com.au
- (b) support request ticket logging through the Application or website: [Submit a request](#)

Links To Other Web Sites

Our Platform may contain links to third-party web sites or services that are not owned or controlled by Marketch.

Marketch has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Marketch shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk.

You are not permitted to link to or from the Application without the Company's express written permission.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Trading Account

When you open a trading account with Marketch, you also become a client of Openmarkets for the purpose of the execution, clearing and settlement services. Marketch acts as your agent and intermediary, communicating your trading instructions (e.g. buy and sell orders) to Openmarkets who will execute or facilitate transactions on your behalf. As a client of OpenMarkets, in addition to Marketch's Terms & Conditions, you will also be bound by OpenMarkets Terms & Conditions and other Client Agreement documents and policies, which are provided to you as part of the Marketch's application process (and updated from time-to time).

Links to their Terms are below:

- [Openmarkets Financial Services Guide](#)
- [Openmarkets Client Agreement](#)
- [Openmarkets Privacy Policy](#)
- [LABform Data Handling Statement](#)

Openmarkets will also carry the settlement obligations in respect of your transactions and as such, you will owe your corresponding settlement obligations in respect of those transactions to OpenMarkets, and not to Marketch as the carrier of your instructions.

All transactions, including but not limited to the buying and selling of securities through OpenMarkets (Transactions), are solely at your own risk. For the avoidance of doubt, you understand and agree that:

- all services provided by OpenMarkets are subject to any terms and conditions OpenMarkets may have from time to time;
- Marketch makes no warranties or guarantees as to the availability of the Application or the Services for Transactions;
- Marketch is not liable for any delays or latency issues that impact the provision of the Services or the useability of the Platform;
- Marketch is not liable for any failed Transactions, including but not limited to, failures

in the Platform, the Licensee's hardware, data coverage or access, other technical interruptions or a failure caused by OpenMarkets or any other market operator;

- Marketech may reject or otherwise decline to convey an instruction to trade to OpenMarkets for any reason and may decline to act on your behalf at without notice if Marketech deems it reasonably necessary and is not liable for any losses incurred by such actions except as otherwise stated in these Terms.

The contents of your trading portfolio is treated by Marketech as confidential and not shared with any other party except as required to provide the Platform to you.

Trading Fee

You warrant that you have read and understood the Marketech Financial Services Guide. You must pay Marketech, or associated third-parties such as OpenMarkets, all fees (inclusive of any taxes) as set out in the Marketech Financial Services Guide (as updated from time to time and available at marketech.com.au/financial-services-guide when transacting through OpenMarkets on the Platform (Trading Fee).

Additional Terms and Conditions

In order to fully access and enjoy the Platforms, you may be notified that you are required to use, download or install software (including for the avoidance of doubt a specific internet browser, browser version, a specific browser configuration, and/or Javascript) or content and/or agree to additional terms and conditions. You acknowledge and agree that any additional terms and conditions which are applicable to the Platforms are hereby separate and additional to these Terms. Marketech is not responsible for and has no liability in respect of such additional terms of other software or service providers.

Termination

To the extent permitted by law, we may terminate or suspend your account or restrict, suspend or terminate your access to all or part of the Platform immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Platform will immediately cease. If you wish to terminate your account, you may simply discontinue using the Platform.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Platform or by sending a communication to any address (email or otherwise) that we have for you in our records.

Indemnification

As a condition of your access to and use of the Platform, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Platform or your breach of these Terms and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your account or Subscription, and applies to claims arising both before and after the account or Subscription ends.

Collection of information

You acknowledge and agree that we may, from time to time, use Javascript, cookies or other analytics tools in connection with the Platform, for purposes including but not limited to storing your Platform preferences, monitoring your use of the Platform, determining whether you have installed all required software, to authenticate sessions, to customise material that is made available to you, or to otherwise provide the Platform to you or to improve service quality or the operation of the Platform. We may, from time to time, share this information in anonymised form with its business partners or service providers. You acknowledge that if you set your computer to block all cookies, or do not have Javascript installed, you may restrict your access to certain features of the Platform.

You acknowledge and agree that we may, collect, store and disclose your personal information in compliance with our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), including but not limited to monitoring and reporting suspicious activity.

Any personal information collected under this clause is subject to the Privacy Policy.

Security of Content:

Notwithstanding any other clause in these Terms, we will make reasonable efforts to ensure that all content uploaded by you as part of your access to the Platform is secure and not able to be accessed by unauthorised third parties and is backed up. By submitting your personal information to the Platform, you agree to our use and disclosure of such information for the purposes of Marketch performing the Platforms and all of its obligations under these Terms, and as otherwise permitted or required by law. We may disclose your personal information to third party service providers who assist us in performing our functions and activities. Some of these third-party service providers may be overseas, in which case we will take reasonable steps to require them to comply with all applicable laws, including privacy laws. Any personal information collected under this clause is subject to the Privacy Policy.

Limitation Of Liability

You agree that we shall not be liable for any damages suffered as a result of using the Platform, copying, distributing, or downloading content from the Platform.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Platform and will not make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Platform. You must not assign or otherwise dispose of your account to any other person.

Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us in the 3 months prior to the date the claim arises.

Disclaimer

Your use of the Platform is at your sole risk. The Platform is provided on an "AS IS" and "AS AVAILABLE" basis. To the extent permitted by law, the Platform is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Marketch its subsidiaries, affiliates, and its licensors do not warrant that a) the Platform will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Platform is free of viruses or other harmful components; or d) the results of using the Platform will meet your requirements.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access or, alteration of or use of record in connection with the use or operation of the Platform, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Platform for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim, to the fullest extent permitted by any applicable laws, any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platform or that the operation of our Platform will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Platform.

In no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Platform, whether online or offline.

Marketch does not represent or warrant that any search information provided by a government agency through use of the Platform is correct or accurate at the time that the Platform is provided, and you acknowledge that you are solely responsible for verifying the search information prior to acting on any search information provided through the Platform.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Western Australia, and the Commonwealth of Australia.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platform. Your continued use of the Platform will be deemed as your acceptance of any updated, revised or new terms.

General

You agree that these Terms constitutes the entire agreement between us and you regarding your access and use of the Platform and supersede and replace any prior agreements we might have between us regarding the Platform.

You acknowledge our right to act against you to prevent a breach of these Terms and further acknowledge that damages may not be an appropriate remedy in those circumstances. You also acknowledge that our delay or failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

Every provision of these Terms is independent of the other. Any provision, or part of a provision, of these Terms which is prohibited or unenforceable in any jurisdiction will be ineffective and severed from these Terms to the extent only of such prohibition or unenforceability, and the other provisions, and/or remaining parts of provisions, will continue in full force and effect to the fullest extent permitted by law.

You agree that you will do all things necessary to give full effect to these Terms and any transactions contemplated by them.

Contact Us

If you have any questions about these Terms, please contact us at:

(c) email: support@marketech.com.au

(d) support request ticket logging through the Application or website: [Submit a request](#)