



# **Terms and Conditions**

Dated: 01 April 2020

Our Terms and Conditions describe the way in which we operate Australian Moneymarket Pty Ltd ABN 56 126 032 755 (AMM), and cover the legal issues involved, so it is important that you take some time to read them. Australian Moneymarket Pty Ltd ABN 56 126 032 755 is a corporate authorised representative (No. 338682) of DDH Graham Limited ABN 28 010 639 219 (AFSL No. 226319). By agreeing to these terms and conditions you are permitted to use our website.

### Operation of the Site

We provide comparative information on products whose provider has chosen to promote them through our website. We then provide the ability to deal in these products without leaving the AMM website. In order to view specific product information on the site, you will need to register as a member. In order to deal in any of these products, you will need to set up investment accounts in the name of the investing entity.

When you accept a deal on the site, we 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).

We 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, since this information needs to come from the provider themselves. The provider will confirm both to you and AMM the completion of the transaction.

Before accepting any deal, it is important that you check that the terms of the deal are correct. The full product disclosure statement from the provider will be made available before completion of any deal. These are the terms and conditions that you agree to by dealing with them and are completely 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 product 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 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, we can accept no liability for any errors or omissions. We reserve the right to add, amend or delete information from this site at any time.

### **Electronic Verification**

AMM is required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) to verify the identity of each of our clients before we can provide you with financial products and services. AMM will, at times, use your personal information to re-identify you. This may be in the form of electronic verification.

By accepting these terms and conditions you agree to:

1. The personal information you are providing to AMM is your personal information and you have authority to provide it to AMM; or

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- 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 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 External Data Sources. AMM will provide your name, residential address and date of birth to a Credit Reporting Agency for the purpose of verifying your identity (in accordance with the AML/CTF Act). You acknowledge that the Credit Reporting Agency may provide an assessment of whether your personal information matches (in whole or in part) information about you on your credit information file: and
- 4. You understand that at the conclusion of the electronic verification process, AMM will be provided with a personal information verification report.
- 5. You appoint AMM's Service Providers as your agents for the purpose of using, accessing, displaying and reproducing the personal information you provide for the sole purpose of performing the electronic verification of your identity.

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. Please note that when verifying your identity with a Credit Reporting Agency, the Credit Reporting Agency will not record this as an enquiry on your consumer credit report.

For more information on electronic verification, please click here www.moneymarket.com.au/downloads/Identity\_Electronically.pdf.

#### Information Contained in the Site

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

You should obtain and consider relevant the Product Disclosure Statement, 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 Site or from AMM.

You must not rely on any information published on the Site or any site linked to or from the Site ("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.

### 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 site that contains your personal information. In this respect, you agree to:

- securely store your username and password away from unauthorised persons;
- give AMM such information as requested from time to time in respect of access to the Site 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 Site.

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

You accept that the security measures which AMM has implemented in respect of the site may not be adequate to protect against unauthorised dealings connected with the site, 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 this site at any time, effective immediately without notice.

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# **Intellectual Property**

Unless agreed to in writing, AMM prohibits any activity which 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 site are owned by AMM. Other than reading the information on the site via authorised online access, you may not exercise any intellectual property right in respect of the Site.

We can give no warranty that this site and its content are free from viruses or anything else that has contaminating or destructive properties.

We reserve the right to amend our Terms and Conditions at any time. The amended terms will be effective from the date they are posted on our website.

### **Privacy**

By using the Site, you grant AMM consent to collect, store, use and disclose any personal information you may give us in accordance with the Privacy Act 1988 and the AMM Privacy Policy available here www.moneymarket.com.au/downloads/Privacy\_Policy.pdf.

