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1. Definitions.

“IRISKONLINE” refers to the portfolio risk estimation service, its associated software and databases, and includes related materials, resources and intellectual property introduced and created through **“IRISKAWARE”** and **“IRISKWATCH”**.

“SUBSCRIBER” refers to any authorised person or entity registered to use **IRISKONLINE** *in any capacity including, but not limited to: Accountant, Auditor, Financial Planner, Para-Planner, SMSF Trustee/Investor, Direct Investor or interested observer.*

“IRISKAWARE” refers to the PROVIDER’s approach to identifying ‘risk preferences’ for the purpose of investment strategy in support of SUBSCRIBERS.

“IRISKWATCH” refers to the PROVIDER’s approach to identifying, managing and monitoring portfolio risks in support of SUBSCRIBERS.

“REPORT” refers to any summary of a SUBSCRIBER’s revealed preference for selected investment strategies; SUBSCRIBER’s portfolios; including any information on portfolio risk and its decomposition; and any information on risk limits and/or their breaches as displayed online or through electronic, or other delivery to the SUBSCRIBER from IRISKONLINE.

“APPROVAL” refers to written communication by physical or electronic means in which the PROVIDER or its representative provides permission to vary specific requirements of this agreement.

2. Registration

As part of the registration process, and prior to receiving access to IRISKONLINE, you undertake to provide registration information that you believe to be accurate, truthful and current.

The PROVIDER reserves the right to deny creation of any SUBSCRIBER account if the authenticity of the SUBSCRIBER registration information cannot be verified.

The PROVIDER also reserves the right to terminate the SUBSCRIBER account, in its sole discretion, at any time without notice. If applicable, the SUBSCRIBER is responsible for all charges incurred up to the time the account is terminated.

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Without prior APPROVAL:

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3.2 You will not use any information contained in the REPORT in unsolicited mailings or Internet "spam" material. You also undertake not use any of the IRISKONLINE trademarks, trade names or service marks in any unsolicited mailings or "spam" material.

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7. No Product or Security Recommendations.

7.1 IRISK ONLINE PTY LTD WARNS THAT THE PAST PERFORMANCE OF ANY EXCHANGE TRADED FUND ('ETF'), SHARE, OR OTHER INVESTMENT DOES NOT GUARANTEE EQUIVALENT FUTURE PERFORMANCE.

7.2 Irisk Online Pty Ltd must draw your attention to a number of facts concerning the use of historical data and limits to its predictive ability, to ensure that you are not misled or deceived by analyses that you receive in IRISKONLINE:

7.2.1 The online database used for risk measurement is the latest feasible given that the data collection and preliminary analysis is done on an end-of-month basis. Errors of observation may impact underlying return data through incorrect prices; omitted dividends and capitalisation changes; and infrequent trading amongst other things.

7.2.2 It is well-known that data errors may leave a 'footprint' in the 'higher moments' that form a key part of the risk model used by IRISKONLINE.

7.2.3 All risk statistics used in IRISKONLINE are based upon a rigorous analysis of historical data using generally accepted econometric and statistical techniques. **It is the honestly held opinion of the PROVIDER that the analysis provides an appropriate basis for the assessment of portfolio risk;**

- However, theories and models are abstractions of reality 'and not the full reality itself'. It is possible that the risk relationships and statistical structures presented and used in IRISKONLINE may **not** persist into the future;
- In particular, securities that you may hold in your portfolio are likely to have more or less monthly observations for estimation purposes. As more data becomes available, it is highly likely that risk estimates will change - and have some impact on your portfolio risk.
- A minimum of 12 monthly observations is required for inclusion in the estimation process - but this is not considered optimal. If you hold shares in such a security, then you should be wary of counter-intuitive risk results that may be due to estimation error rather than investment risk; and
- In general, you are advised that past structural analysis of risk may **not** necessarily provide an accurate guide to future risk processes.

8. No Advice

The REPORT and any related services provided under this Agreement are NOT to be construed as financial advice or as recommendations of any security or product - unless it is explicitly stated to the contrary.

IRISKONLINE makes no representation and gives no advice in respect of any financial, investment, tax, legal or accounting matters in any jurisdiction including the suitability of any financial product to investors. IriskOnline Pty Ltd warns that in providing this REPORT, it did not take into account any particular goals and objectives, anticipated resources, current situation or attitudes of any particular person.

Information provided in the REPORT should not be relied upon as a substitute for professional advice.

9. Privacy and Communication.

9.1. The IRISKONLINE privacy statement applies to any information that you provide as the basis for the REPORT. This **privacy statement** can be viewed on the Provider's website at: <https://www.iriskonline.com>.

9.2. Subject to 9.1, you assent to IriskOnline Pty Ltd communicating with you using the contact details provided prior, or subsequent, to your use of IRISKONLINE at <https://www.iriskonline.com> or related websites.

10. Technical Support.

10.1. Technical support for the REPORT is provided free of charge by Frequently Asked Questions ('FAQ') and via electronic mail to the following email address: support@iriskonline.com

11. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL IRISKONLINE PTY LTD BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU AS A RESULT OF USING THE REPORT. IRISKONLINE PTY LTD ACCEPTS NO RESPONSIBILITY FOR ANY LOST REVENUE, PROFIT OR DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO IRISKONLINE OR ANY REPORT DERIVED FROM IRISKONLINE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL IRISK ONLINE PTY LTD'S AGGREGATE LIABILITY TO YOU EXCEED ANY SUBSCRIPTIONS FOR SERVICES PAID BY YOU TO IRISK ONLINE PTY LTD HEREUNDER.

The Subscriber agrees to indemnify, defend, and hold harmless IRISK ONLINE PTY LTD, its affiliates and its web service content providers from and against any and all claims, liabilities, losses, costs (including but not limited to attorneys' fees), or damages of any kind arising from or relating to: (i) the Subscriber's use of IRISKONLINE; or (ii) the Subscriber's actions based on information provided in any Report derived from IRISKONLINE; or (iii) the Subscriber's breach of this Agreement.

12. General.

12.1. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected.

12.2. This Agreement is governed by the laws of Victoria. All disputes relating to this Agreement will be brought before the applicable courts in Melbourne, Victoria and you agree to submit to exclusive personal jurisdiction therein.

12.3. You may not assign this Agreement in whole or in part, without prior written consent from IRISK ONLINE PTY LTD. Any attempt by you to assign this Agreement without such consent will be null and void.

12.4. This Agreement contains the entire agreement between IRISKONLINE PTY LTD and you relating to the **IRISKONLINE** portfolio risk estimation service and supersedes all prior agreements

and understandings, whether oral or written. All questions concerning this Agreement shall be directed to: support@iriskonline.com

13. Signatures.

Signatures are **NOT** required. Evidence of assent to the terms and conditions contained in this Agreement is taken to be the use of, and/or payment for, IRISKONLINE.