

## FINAMETRICA SUBSCRIPTION LICENCE TERMS AND CONDITIONS

FinaMetrica Pty Ltd (referred to as “FinaMetrica”, “we”, “us” or “our”), is a company registered in Australia, ACN 081 638 271 whose registered office is at Suite 1703, Level 17, 227 Elizabeth Street Sydney, NSW 2000, Australia.

The Risk Profiling System, which is delivered from [www.finametrica.com](http://www.finametrica.com) (“FM.com”), also comprises the Mappings, the Descriptors and the system requests from FM.com to the Risk Profiling Engine to perform the functionality of the Test.

The Risk Profiling System is designed for use by a financial planner, wealth manager, broker or other financial advisor (“Advisor”, “you”, “your”) with his or her clients.

This agreement including the [FinaMetrica Privacy Policy](#) (“Agreement”) between you and FinaMetrica sets forth the terms and conditions governing your subscription to, licensing of, access to, and use of FM.com and the Risk Profiling System (“Subscription”).

If you are agreeing to be bound by this Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement.

Your Subscription will indicate that you have read and understand this Agreement and accept its terms and conditions. DO NOT PROCEED WITH YOUR SUBSCRIPTION UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT SUBSCRIBE TO OR USE THE SYSTEM. If you accept this Agreement, including all of its terms, please click on the "Accept" button. You may also wish to print and/or save a copy of this Agreement for your records. If you do not accept this Agreement, you will not be able to subscribe to, licence, access and use FM.com and the Risk Profiling System.

If you have a free thirty (30) day trial subscription for the Risk Profiling System (“Trial”), by clicking the “Accept” button you acknowledge and agree that the terms of this Agreement are applicable to the Trial period and any extension thereof, as well as to any subsequent period for which a subscription fee is paid to FinaMetrica.

### REGISTRATION, SECURITY & MONITORING

To subscribe you must provide your name, organisation, email address, contact details and any other information as specified on [www.riskprofiling.com](http://www.riskprofiling.com) (“RP.com”).

Your Subscription will allow one or more Advisors (depending on the specifics of your subscription), which may include you, to use the system (“Subscribed Advisors”). If you are subscribing for advisors other than or in addition to yourself, you must provide each such Advisor’s name and email address.

Your offer to subscribe will not be valid unless and until accepted by FinaMetrica.

Upon Subscription, Advisors covered by the subscription will be registered to have access to FM.com via a username and password (“Logon”) and each Advisor will be sent an email confirming their Logon. Prior to being allowed entry to the Risk Profiling System at FM.com, each Advisor will be required to accept a Terms and Conditions of Use which shall be construed as part of this Agreement. In the event of a conflict, the Terms and Conditions of Use shall prevail.

### SUBSCRIPTION FEES

The fees payable in respect of your Subscription is as specified on FM.com for single-advisor firm or as provided in our quotation to you for multi-advisor firm.

In order to pay for your Subscription online, you must submit valid credit card details. Payment by credit card must be effected in the manner described on RP.com and will be processed by the RBS WorldPay automated payment system and in accordance with [their terms](#) of use and [privacy policy](#) which you should read carefully. Upon successful processing of your credit card, you will be given notification via email of the payment being made.

Unless stated to be otherwise, the fees for your Subscription are exclusive of any taxes, duties and charges imposed or levied in Australia or overseas in connection with this Agreement. Without limiting the foregoing, you will be responsible for any goods and services taxes, value added tax, sales tax, withholding tax, stamp duty, excise tax and any other assessment, applicable tax or duty of any kind arising out of or incidental to this Agreement.

FinaMetrica reserves the right to change the fees it charges for access to and use of the Risk Profiling System, from time to time in its sole discretion, and to introduce new fees. If such a change increases the fees, FinaMetrica will provide you with not less than one month's prior notification. If you object to any such change, the only remedy is not to renew your Subscription.

If, for any reason, FinaMetrica has not received fees payable in respect of your Subscription when they are due, FinaMetrica will have the right to suspend your Subscription until such fees are paid in full. You agree to pay all costs (including legal fees) incurred by FinaMetrica in collecting any unpaid fees from you. If payment in full is not received, FinaMetrica reserves the right to cancel your Subscription. Fees are payable whether or not you actually access and use the Risk Profiling System.

## **TRIAL TERMS**

If you are trialling the Risk Profiling System, your Trial will have begun on the date on which FinaMetrica notified you of your Logon.

You will have unlimited use of the Risk Profiling System during your Trial.

If you are trialling the system on a commercial basis, at the end of your Trial, you may be asked by email to subscribe.

After the end of your Trial, FinaMetrica may terminate your Subscription without notice.

## **LICENSE, INTELLECTUAL PROPERTY RIGHTS, AND RESTRICTIONS**

In respect of the Risk Profiling System, FinaMetrica is the owner or licensee of:

- a. any copyright, trade or service mark, design, patent, trade, business or company name or other proprietary right;
- b. any right to registration or application for registration of the rights referred to in paragraph (a); and
- c. algorithms, trade secrets, ideas, concepts, methods, know-how and techniques (collectively, "FinaMetrica's Intellectual Property Rights").

The Risk Profiling System is licensed, not sold. This Agreement only gives you some rights to access and use FM.com and the Risk Profiling System. FinaMetrica reserves all other rights. You are granted a non-exclusive, non-transferable, non-assignable, terminable licence to access and use FM.com and the Risk Profiling System for the duration of your Trial or paid subscription subject to the terms and conditions of this Agreement. FM.com and the Risk Profiling System may be accessed and used by you solely in connection with your business, and the licence is granted without the right to further sub-license or sub-contract. You are expressly prohibited from using the Risk Profiling System in a 'back-office' environment for other Advisors within your firm to use with their clients.

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You accept in relation to your subscription:

- a. You will not seek to register any of FinaMetrica's Intellectual Property Rights;
- b. You are only permitted to use FinaMetrica's Intellectual Property Rights for the purposes of and during the term of this Agreement;
- c. You will not exploit, sell, redistribute, lease, rent or sublicense any of FinaMetrica's Intellectual Property Rights to any person;
- d. You will not copy, publish, modify, adapt or reproduce any of FinaMetrica's Intellectual Property Rights, except insofar as such is for your or your clients' use in the management of your clients' financial affairs;
- e. If you use Mappings and/or Descriptors, it is your responsibility to monitor whether there have been changes in the strategic asset allocations from those that applied when the Mappings and Descriptors were created, as these strategic asset allocations may be changed by the third party from time to time at their sole discretion;
- f. You will not make copies of any related documentation, reports or other outputs for any purpose unconnected to this Agreement;
- g. You will not reverse engineer, decompile, decode, decrypt or disassemble the whole or any part of FinaMetrica's Intellectual Property Rights or directly or indirectly allow or cause a third party to reverse engineer, decompile, decode, decrypt or disassemble the whole or any part of FinaMetrica's Intellectual Property Rights except to the extent otherwise authorised by applicable law;
- h. You will not do or omit to do, or authorize any third party to do or to omit to do, anything which could invalidate or be inconsistent with FinaMetrica's Intellectual Property Rights;
- i. You will not commit any act or omission the likely result of which is that FinaMetrica's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on FinaMetrica's interests;
- j. You will promptly advise FinaMetrica if you become aware of any unauthorized use of the Risk Profiling System or any infringement of FinaMetrica's Intellectual Property Rights;
- k. You will not remove, alter or otherwise tamper with any trade marks, trade names, logos, numbers or other means of identification on any aspects of the Risk Profiling System which come into your possession, custody or control, and will not place any other trade mark or trade name on any aspects of Risk Profiling System or on any packaging or other materials used in connection therewith without the express consent of FinaMetrica;
- l. You will promptly advise FinaMetrica of any complaint received by you regarding the Risk Profiling System; and
- m. You will report to FinaMetrica all software errors or interruptions in the use of the Risk Profiling System as soon as they come to your attention

This Agreement does not limit any rights that FinaMetrica may have under trade secret, copyright, patent, trademark or other laws.

You are responsible for ensuring that any Subscribed Advisors who use and access FM.com and the Risk Profiling System are aware of and comply with this Agreement.

## **ACCESS TO RISK PROFILING SYSTEM**

In order to use the Risk Profiling System, Subscribed Advisors will require the necessary software, hardware and connection to the World Wide Web (WWW). You are responsible for ensuring that Subscribed Advisors have the necessary software and hardware, and the associated WWW connections. FinaMetrica is not responsible for any problems caused to a Subscribed Advisor's software or hardware, including any virus or related problems associated with their use of the Risk Profiling System on their equipment. You are responsible for ensuring that Subscribed Advisors at all times during the continuance of this Agreement, maintain and use appropriate virus-protection software on their equipment used to access FM.com and the Risk Profiling System.

FinaMetrica does not guarantee that the Risk Profiling System will always be available or be uninterrupted. FinaMetrica accepts no liability for any failure to comply with this Agreement where such failure is due to circumstances beyond FinaMetrica's reasonable control.

### **CLIENT'S TEST CLICK-THROUGH SERVICE**

FinaMetrica also provides an option for clients of Subscribed Advisors to access the Test from the Subscribed Advisors' website ("the Test Click-Through Service"). If you elect to take up the Test Click-Through Service on this occasion or on any future occasion, the additional fees payable will be provided in a separate quotation to you. FinaMetrica may also provide you with the integration specifications for the implementation of the automatic client registration link from your website to FM.com.

If you have subscribed to the Test Click-Through Service, you acknowledge and agree that the terms of this Agreement applies to this additional service from FinaMetrica. Additional terms and conditions may apply to your use of the Test Click-Through Service ("Test Click-Through Service Terms and Conditions"). These Test Click-Through Service Terms and Conditions (if applicable) will become part of your agreement with us if you use the Test Click-Through Service.

### **YOUR REPRESENTATIONS AND RESPONSIBILITIES**

FinaMetrica is not engaged in rendering investment or financial advice, and you acknowledge and agree that the information, reports and other outputs provided by the Risk Profiling System do not constitute the provision of financial advice or investment strategy recommendations for a client in any specific situation. The services are intended to provide Subscribed Advisors with information that can be used in the processes they follow to obtain their clients' properly informed consent with regard to risk.

HISTORICAL RESULTS FROM ANALYSIS OF SAMPLE PORTFOLIO PERFORMANCE ARE PROVIDED MERELY FOR INFORMATION PURPOSES AND SHOULD NOT BE REGARDED AS A PREDICTION OR GUARANTEE OF ANY FUTURE RESULTS.

You acknowledge that Subscribed Advisors will exercise their own independent judgment in using any of the information and reports provided by the Risk Profiling System and that you and/or the Subscribed Advisors will conduct separate research into the suitability of the Risk Profiling System for a client's particular financial situation, circumstances, attitudes, motivations and preferences. FinaMetrica does not guarantee or represent that the Risk Profiling System assesses a clients' current state of mind or will predict a clients' future state of mind or behaviour.

You, your employer and/or the Subscribed Advisors bear all responsibility for advice and services furnished to clients, regardless of whether the Risk Profiling System and/or any of the information provided was employed in the development of such advice. You agree to indemnify FinaMetrica in respect of any claims, losses, damages, costs and expenses incurred by or awarded against FinaMetrica out of or in connection with the provision of advice and services furnished by you and/or the Subscribed Advisors to clients or any third party, regardless of whether FM.com and/or Risk Profiling System was employed in the provision of such advice and services.

You represent and warrant to FinaMetrica that the Subscribed Advisors have all the required licenses to engage in the services associated with the use of the Risk Profiling System, and that the Subscribed Advisors' access to and use of FM.com and the Risk Profiling System and any outputs from the Risk Profiling System will be represented accurately and used in compliance with all applicable laws and regulations.

Subscribed Advisors can provide the Risk Questionnaire to your clients in two ways, online or via a hardcopy questionnaire. If Subscribed Advisors provide their client with online access to the Risk Profiling System, their client must agree to the terms and conditions of a clickwrap licence agreement prior to accessing the system. A

copy of the clickwrap licence agreement may be obtained [here](#). If Subscribed Advisors provide their client with a hardcopy Risk Questionnaire, Subscribed Advisors will ensure that the same terms and conditions of use are brought to the notice of their client and that their client executes the declaration of acceptance and agreement in that questionnaire and that they will retain such signed acceptance in their client's file.

When Subscribed Advisors register a client on FM.com or by a Click-Through service from their own website, they will be required to provide a name, which may be a generic or fictitious name, and an email address (which may be generic or fictitious). If Subscribed Advisors provide us with their client's real name and/or email address, they must have their client's lawful consent to disclose their personal information to us, and Subscribed Advisors must provide their client with a copy of (or refer them to) the FinaMetrica's Privacy Policy which is available at [www.riskprofiling.com/privacy](http://www.riskprofiling.com/privacy).

Subscribed Advisors may enter the questionnaire answers on behalf of their client. This information will all be stored on FinaMetrica's servers in Australia. By entering such information, you represent and warrant to FinaMetrica that the Subscribed Advisors have their client's authority so to do.

You have not relied on any representation made by FinaMetrica which has not been expressly stated in this Agreement or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material provided by FinaMetrica.

The Risk Tolerance Report is a literal summary of the answers that a client provides in the Risk Questionnaire. The Risk Profiling System compares a clients' Risk Questionnaire answers statistically with the answers given by a sample of the adult population. FinaMetrica has no control over your or your clients' use of the Risk Profiling System and related information.

You and/or the Subscribed Advisors agree to generally comply with the instructions and materials provided by FinaMetrica for the use of the Risk Profiling System.

You acknowledge and agree that FinaMetrica may use the risk tolerance and demographic data for Subscribed Advisors' clients for research and to further develop the Risk Profiling System and may combine this data with similar data from other sources PROVIDED THAT ANY INFORMATION WHICH COULD IDENTIFY A CLIENT PERSONALLY HAS BEEN REMOVED FROM THE DATA.

FinaMetrica will use the email address(es) provided to send notices concerning the Risk Profiling System and its use. These notices may include information on updates to the Risk Profiling System that may be made available from time to time or information pertaining to your Subscription, including fees due. You agree that you will accept all electronic communications from FinaMetrica at your email address and will not make any claims against FinaMetrica if you do not receive any such communications. You agree to notify FinaMetrica promptly if your or a Subscribed Advisor's email address changes.

## **PRIVACY STATEMENT**

These terms must be read in conjunction with FinaMetrica's full Privacy Policy which includes a Privacy Statement for financial services industry participants trialling, supplying or commercially using the Risk Profiling System and a Privacy Statement for clients of financial advisors or members of the public using the Risk Profiling System. The FinaMetrica's full Privacy Policy is available at [www.riskprofiling.com/privacy](http://www.riskprofiling.com/privacy).

## **LINKED WEB SITES**

FM.com may contain links to other web sites ("Linked Web Sites"). FinaMetrica is not responsible for the content or privacy practices associated with Linked Web Sites. Any links with Linked Web Sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Web Sites, or of any information, graphics, materials, products or services referred to or contained on those

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Linked Web Sites, unless and to the extent stipulated to the contrary. Such Linked Web Sites are visited at your own risk.

## **MODIFICATION, SUSPENSION OR TERMINATION**

FinaMetrica may, in its sole and absolute discretion, suspend your and/or the Subscribed Advisors access to the Risk Profiling System, in whole or in part, until further notice, with immediate effect::

- a. to periodically maintain or improve the Risk Profiling System;
- b. to comply with any order, instruction or request of any government, or other competent judicial, administrative, or regulatory authority; or
- c. we believe there has been an unauthorized access of the Risk Profiling System or any infringement of FinaMetrica's Intellectual Property Rights.

FinaMetrica will endeavour, where possible to provide you and/or the Subscribed Advisors with reasonable notice of such suspension.

Whilst FinaMetrica will use its best endeavours to minimise disruption to the Risk Profiling System, unscheduled outages may occur from time to time.

FinaMetrica may, in its sole and absolute discretion, immediately terminate this Agreement and the licence(s) to use the Risk Profiling System granted herein, without notice or liability (including for any refund or credit to you), if we determine, acting reasonably, that::

- a Subscribed Advisor has breached any portion of or fails to comply with any obligations under this Agreement;
- a Subscribed Advisor has made any representation to FinaMetrica that is inaccurate; or
- a Subscribed Advisor's use of the Risk Profiling System violates any applicable law or regulation or otherwise inhibits any other subscriber from using or accessing the Risk Profiling System or any other service offered on FinaMetrica's websites.

In the event of termination for any of the above, any fees payable to FinaMetrica shall immediately become due. Any fees paid in advance shall not be refunded. If any fee to be paid by you or a third party for the rights and licence(s) granted herein is past due, FinaMetrica may terminate this Agreement and the licence(s) granted herein without prior notice. You agree that upon termination FinaMetrica may, but is not required to, delete all information related to Subscribed Advisors and may bar access to the Risk Profiling System.

On termination of this Agreement for any reason, Subscribed Advisors must cease using FinaMetrica's Intellectual Property Rights and must cease and prevent any access to the Risk Profiling System using their Logons.

None of the foregoing limits any other legal, equitable, or contractual rights available to FinaMetrica.

## **DISCLAIMER AND LIMITATION OF LIABILITY**

FinaMetrica does not warrant that the Risk Profiling System is free from bugs, viruses, errors, or other program limitations and does not guarantee that the Risk Profiling System will be available for Subscribed Advisor's use at the times or locations of their choosing.

EXCEPT AS SET OUT BELOW, WE EXCLUDE ANY:

1. CONDITION OR WARRANTY WHICH WOULD OTHERWISE BE IMPLIED INTO THIS AGREEMENT, RELATING IN ANY WAY TO FM.COM AND/OR THE RISK PROFILING SYSTEM (TO THE EXTENT PERMITTED BY LAW);
2. LIABILITY FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF FORESEEABLE ARISING UNDER OR IN

CONNECTION WITH THIS AGREEMENT. IN PARTICULAR, FINAMETRICA WILL NOT BE LIABLE TO YOU OR ANYONE ELSE (INCLUDING ANY CLIENT OF THE ADVISOR) FOR ANY:

- A. LOSS OF PROFITS, SALES, BUSINESS OR REVENUE
- B. BUSINESS INTERRUPTION
- C. LOSS OF ANTICIPATED SAVINGS
- D. LOSS DUE TO UNAVAILABILITY OF SYSTEMS
- E. LOSS OF DATA
- F. LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION
- G. ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE

ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, A SUBSCRIBED ADVISOR'S ACCESS TO OR USE OF (OR INABILITY TO USE) FM.COM AND/OR THE RISK PROFILING SYSTEM, OR A SUBSCRIBED ADVISOR'S RELIANCE ON THE INFORMATION AVAILABLE ON OR THROUGH FM.COM AND/OR THE RISK PROFILING SYSTEM.

Nothing in this Agreement excludes or limits liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be lawfully excluded.

Where any legislation implies any condition or warranty into a Subscribed Advisor's use of or any arrangement arising out of a Subscribed Advisor's access to or use of FM.com and/or the Risk Profiling System and that legislation prohibits exclusion of that condition or warranty, then that condition or warranty is included to the extent that such condition or warranty cannot be lawfully excluded.

TO THE EXTENT PERMITTED BY LAW, OUR LIABILITY FOR BREACH OF ANY EXPRESS PROVISION OF THIS AGREEMENT OR ANY NON-EXCLUDABLE CONDITION OR WARRANTY IS LIMITED TO THE RE-SUPPLY OF OUR SERVICES.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL FINAMETRICA'S AND/OR ITS REPRESENTATIVES TOTAL LIABILITY TO YOU, SUBSCRIBED ADVISORS AND/ OR TO A THIRD PARTY FOR ANY AND ALL CLAIMS OR DAMAGES UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER (INCLUDING NEGLIGENCE) EXCEED THE TOTAL AMOUNT PAID FOR THE SUBSCRIPTION FOR THE PREVIOUS 12 MONTHS.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between FinaMetrica and you. FinaMetrica would not be able to have provided this licence without such limitations.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless FinaMetrica and its affiliates, officers, directors, employees, agents and contractors from any and all claims, liability, damages and/or costs (including without limitation legal fees) arising from your failure or a Subscribed Advisor's failure to comply with this Agreement, an unauthorized use of the Risk Profiling System or relating or arising in any way out of any services or advice alleged to have been rendered or not rendered by or on behalf of you or a Subscribed Advisor to any third party.

## **SPECIFIC WARNINGS**

Details contained in this Agreement have been prepared in accordance with the laws of New South Wales, Australia and may not satisfy the laws of any other country. It is your responsibility to determine whether the services provided by you and/or by Subscribed Advisors, as provided for under this Agreement are permitted under the laws of the jurisdiction where you reside. If such services are not permitted, you and/or Subscribed Advisors, may not access and use FM.com and the Risk Profiling System and you agree to indemnify FinaMetrica for any loss suffered as a result of any claim brought against FinaMetrica relating to your and/or Subscribed Advisors' use of FM.com and/or the Risk Profiling System being in breach of the applicable law.

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You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorized access to or alteration of your transmissions, or to data or information contained on your equipment or on FM.com. We do not accept responsibility or liability of any nature for any such losses that you may sustain as a result of such activity.

FinaMetrica will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your software or hardware, data or other proprietary material due to your and/or Subscribed Advisors' use of our Risk Profiling System or to your and/or Subscribed Advisors' downloading of any content on it, or on any website linked to it.

You and/or Subscribed Advisors must not misuse FM.com or the Risk Profiling System by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You and/or Subscribed Advisors must not attempt to gain unauthorized access to the Risk Profiling System, the server on which the Risk Profiling System is stored or any server, equipment or database connected to our Risk Profiling System. You and/or Subscribed Advisors must not attack FM.com and/or the Risk Profiling System via a denial-of-service attack or a distributed denial-of service attack. In the event of such a breach, your and/or Subscribed Advisors' right to use our Risk Profiling System will cease immediately.

## **GENERAL PROVISIONS**

Except as provided for herein, you acknowledge that this Agreement is a complete statement of the agreement between you and FinaMetrica regarding FM.com and/or the Risk Profiling System, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding this Agreement.

The representatives of FinaMetrica are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on FinaMetrica, other than in writing signed by an officer of FinaMetrica. Accordingly, any such additional statements are not binding on FinaMetrica and you and/or Subscribed Advisors should not rely upon such statements.

FinaMetrica may make changes to this Agreement, except that if we are required by law to give you and/or Subscribed Advisors' prior notice of any change, the change will not take effect until you and/or Subscribed Advisors have been notified.

If any provision or part provision of this Agreement is invalid, unenforceable or illegal for any reason, then it shall be deemed modified to the minimum extent necessary to make it valid, enforceable and legal. If such modification is not possible, the relevant provision or part provision shall be deemed omitted and the remaining provisions will continue in full force and effect and the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible achieves the intended commercial result of the original provision.

This Agreement is deemed entered into at Sydney, Australia and binding on the parties by you clicking "Accept" and shall be construed as to its fair meaning and not strictly for or against either party.

The Agreement, any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), is to be governed by and interpreted in accordance with the laws of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia as regards any dispute or claim or matter arising under this Agreement or in connection with its subject matter or formation (including non-contractual disputes or claims). The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.



## DEFINITIONS

**Asset Allocation Mappings** means the Excel spreadsheet for linking risk tolerance scores to asset allocations at [www.riskprofiling.com](http://www.riskprofiling.com), as set out under *Risk Profiling System Resources* under the *Resources and FAQs* tab, as amended from time to time.

**Asset Allocation Mappings Guide** means the guide to Asset Allocation Mappings, at [www.riskprofiling.com](http://www.riskprofiling.com), as set out under *Risk Profiling System Resources* under the *Resources and FAQs* tab, as amended from time to time.

**Completed Risk Questionnaire Report** means the report showing an individual's answers to the Risk Questionnaire as produced by the Risk Profiling Engine.

**Demographic Questionnaire** means the questionnaire to collect demographic data about an individual as produced by the Risk Profiling Engine.

**Descriptors** means descriptions of the historical risk and return characteristics of a third party's strategic asset allocations.

**Documentation** means the QuickStart Guide, the Asset Allocation Mappings, the Asset Allocation Mappings Guide and the Risk and Return Guide as amended from time to time.

**Mappings** means mappings of risk tolerance scores to a third party's strategic asset allocations.

**Methodology** means the processes for using the Test results in the financial advising process as described and embedded in the Documentation.

**Quick Start Guide** means the guide to using features of the Risk Profiling System at [www.riskprofiling.com](http://www.riskprofiling.com), as set out under *Risk Profiling System Resources* under the *Resources and FAQs* tab, as amended from time to time.

**Risk and Return Guide** means the guide to using FinaMetrica's historical portfolio performance analysis and includes the portfolio information referred to therein, at [www.riskprofiling.com](http://www.riskprofiling.com), as set out under *Risk Profiling System Resources* under the *Resources and FAQs* tab, as amended from time to time.

**Risk Profiling Engine** means the separate web-based calculating engine which provides the functionality of the Test to FM.com by way of web services calls.

**Risk Profiling System** means the system comprising the Test, the Documentation and the Methodology, as amended from time to time.

**Risk Questionnaire** means the questionnaire to test the financial risk tolerance of an individual as produced by the Risk Profiling Engine.

**Risk Tolerance Report** means the report on an individual's financial risk tolerance as produced by the Risk Profiling Engine.

**Risk Tolerance Score** means the score calculated by the Risk Profiling Engine for a particular set of answers to the Risk Questionnaire.

**Test** means FinaMetrica's psychometric test of personal financial risk tolerance the functionality of which is provided by the Risk Profiling Engine and includes the Risk Questionnaire, the Demographic Questionnaire, the Risk Tolerance Score, the Completed Questionnaire Report and the Risk Tolerance Report.

## HOW TO CONTACT US

Notices and questions concerning FM.com or your use of the Services, or any aspect of this Agreement including the Privacy Statement may be directed to FinaMetrica Pty Ltd at Suite 1703, Level 17, 227 Elizabeth Street Sydney, NSW 2000, Australia, or by emailing us at [info@finametrica.com](mailto:info@finametrica.com).



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