

The PLANET WEALTH website: <http://www.planetwealth.com.au> and all content on that website is offered to you subject to your acceptance, without modification, of the Terms and Conditions set out below and the Code of Conduct relating to the site. By accessing any information on the Site, you agree to be bound by the Terms & Conditions. If you object to any of these Terms & Conditions at any time, you should stop using the Site and terminate your registration immediately.

Terms and Conditions

By agreeing to these Terms and Conditions, I hereby acknowledge that I understand them and agree to be bound by the following...

General Information about the PlanetWealth.com.au website:

- a. PLANET WEALTH does not endorse or vouch for the accuracy or authenticity of postings:
- b. postings by licensed advisors are general advice and for information only, not professional investment advice prepared by taking into account any individual circumstances and needs of particular investors. Therefore, before acting on the basis of what is said in a posting, you should:

Consider consulting a licensed adviser (ASIC's website at www.asic.gov.au has a list of licensed advisers); and

- c. people making postings are individually responsible for the accuracy and authenticity of their postings;
- d. be aware that because of the nature of the internet, it may be hard to identify or locate the person making a posting. The person may also be in an overseas jurisdiction, so it may be hard to take any legal action against them;
- e. it is advisable that you alert PLANET WEALTH if you have good reason to suspect that any postings are inaccurate, are based on inside information or are likely to mislead or deceive people who view or use the postings.

Specific Information you MUST abide by when making or viewing posts:

- a. you are personally responsible for your postings. Therefore, you should not include any misleading or deceptive information in your postings and not carry out illegal or unauthorized activities using the IDS. Information in postings may, where appropriate, be made available to ASIC. ASIC and people acting on such information may take action against you;
- b. You may NOT include hyper-links to other sites, as this may be seen as endorsing the material on such sites, nor include your own or others contact details, including but not limited to email addresses, physical addresses, phone or fax numbers.
- c. if you own or have some other interest in a security, or you have any connection with a securities issuer that you might benefit from, you must disclose that fact. For example, you may be entitled to receive direct or indirect commissions, fees or other benefits from a financial product or service provider; or you may be associated with a particular securities issuer such as by being an employee or director of a securities issuer. If so, you must disclose that fact in your posting; and
- d. if the IDS operator finds or reasonably suspects that you are making illegal or unauthorized postings, your right to make postings will be withdrawn.

General

- 1.** You agree not to use the Site for any purpose that is unlawful or that is prohibited by the Terms. You may not use the Site in any manner that could damage, disable, overburden or impair the Site or interfere with another person's use and enjoyment of the Site.
- 2.** You warrant to PLANET WEALTH that all the information submitted about you on the Site's registration form is true and accurate.

Intellectual Property

- 3.** You agree that all content on the Site, including members posts, is the property of PLANET WEALTH (or of third parties who have licensed the use of such content to PLANET WEALTH), and therefore can be used by PLANET WEALTH in any way it deems appropriate, including but not limited to marketing purposes (eg using members posts as testimonials).
- 4.** Unless otherwise specified, the content may not be reproduced or otherwise used by members except as expressly provided on the Site or with the written consent of PLANET WEALTH, and the Site may only be used for your personal and non-commercial use. You may not modify, copy (other than downloading, reformatting and printing for your own personal and non-commercial use), distribute, disseminate, transmit, display, perform, reproduce, publish, license, create derivative works from, frame, link, post in news groups, transfer, sell or otherwise commercially exploit any information, software, products, services or other content obtained from the Site.
- 5.** The trademarks and logos displayed on the Site are the trademarks and logos of PLANET WEALTH and others. Nothing in the Site should be construed as the grant (implied or otherwise) of any right to use any such trademark or logo without the written consent of PLANET WEALTH or such other owner of a trademark displayed on the Site.

Provision Of Service

- 6.** Due to factors outside the control of PLANET WEALTH, we do not guarantee or warrant that the Site will be accessible fault free.
- 7.** PLANET WEALTH may cancel or suspend your access to the Site at any time for any reason without limitation, including any technical failure, modification or maintenance of the Site, if you breach the Terms & Conditions or the Code Of Conduct or do anything which may jeopardize the Site (including its reputation, productivity or profitability). Your access to the site is at the complete discretion of management and administrators of PLANET WEALTH.
- 8.** The site is meant for educational purposes, and therefore as owner of the content of the site PLANET WEALTH reserves the right to amend, delete, cancel or modify any comments posted by a member. This will generally only be done for those comments that, in the opinion of PLANET WEALTH, have no educational value for other members. That includes, but is not limited to, posts that contain sarcasm, abuse, derogatory comments or comments based purely on members' opinions when presented as fact.

Protection Of Login Information

- 9.** You agree to keep secret and confidential all your identification and login information regarding the Site.

Disclaimer

- 10.** The content made available on the Site is not intended to be used as the basis for making any investment decisions. Individuals are solely responsible for their own investment decisions. PLANET WEALTH does not provide investment advice or make securities recommendations. In particular, PLANET WEALTH does not carry out any specific needs analysis with respect to any person and does not endorse the

recommendations or opinions of any of its users.

11. To the extent possible at law, and without limiting the foregoing, everything on the Site is provided to you on an "as is" basis without warranty (express or implied) of any kind including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property.

Indemnity

12. You agree to indemnify PLANET WEALTH and hold PLANET WEALTH harmless against any and all loss, cost, damage or other liability (including legal costs on a full indemnity basis) which PLANET WEALTH may incur from or in connection with a claim by any third party arising from a breach by you of any Term. PLANET WEALTH reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

13. You expressly understand and agree that PLANET WEALTH shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if PLANET WEALTH has been advised on the possibility of such damages. Resulting from (i) the use or the inability to use the service (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through from the service: (iii) unauthorized access to or alternation of your transmissions or data: (iv) statements or conduct of any third party on this service: or (v) any other matter relating to the service.

Advertising, Links To Third Party Websites & e-commerce Offers

14. PLANET WEALTH sites may contain hyperlinks and other pointers to Internet websites operated by third parties. These linked websites are not under the control of PLANET WEALTH and PLANET WEALTH is not responsible for the contents of any linked website or any hyperlink contained in a linked website. PLANET WEALTH provides these hyperlinks to you as a convenience only, and the inclusion of any link does not imply any endorsement of the linked website by PLANET WEALTH or its affiliates. You travel to any such website entirely at your own risk.

15. It is forbidden for members of PLANET WEALTH to post hyperlinks in their posts that is paramount to advertising any product, or hyperlink to any website that sells a commercial product of any sort, or refer to any website link as per the above in any way in their posts. All hyperlinks/advertisements for products that members wish to post must be done so by the operators.

16. In some instances, the advertisement will contain representations or offers by the third party advertiser which you can accept by linking to the advertiser's website and executing the relevant transaction. Such offers are not made by PLANET WEALTH, and the third party advertiser is solely responsible to you for the delivery of any goods or services you purchase on the third party website.

Registration & Membership

17. Upon registration with PLANET WEALTH sites new members are entering into, and agreeing to be bound by both the Terms & Conditions and Code Of Conduct. This includes consenting to receive all information from PLANET WEALTH in electronic form. This also includes agreement to receive targeted advertisements and periodic emails from PLANET WEALTH.

Affiliate Membership

18. All members are affiliates and can refer potential members to PLANET WEALTH using their unique affiliate code. Affiliates are aware they are not licensed to provide financial advice or recommendations, and are bound and liable by the appropriate laws within Australia and it's territories. Affiliates agree to indemnify PLANET

WEALTH against any claims or liabilities arising from the actions or representations of any affiliate. Affiliates are not an employee or contractor of PLANET WEALTH and understand they do not represent or act on behalf of PLANET WEALTH in any way.

19. Affiliates will be paid for marketing services as a percentage of subscription fees if the affiliate has entered a valid Paypal email address in their members area within 20 calendar days of the date of payment of the referral. All referral payments will be void and non-receivable if valid Paypal email address is not entered into their members area within 20 calendar days, and no referral fees will be payable by PLANET WEALTH for said referral at any time thereafter.

Variation Of Terms

20. PLANET WEALTH may amend the Terms in its sole discretion and at any time without notice. PLANET WEALTH may give you notice of any amendment of the Terms but it is your responsibility to check for any such amendment each time you use the Site.

21. Any amendment to the Terms will be effective immediately and your subsequent use of the Site will constitute your acceptance of any such amendment.

Assignment

22. You may not assign your rights under this agreement without the prior written consent of PLANET WEALTH.