

Terms of Use

The Patient Investor Pty Ltd provide these Terms of Use to you (hereinafter referred to as “you” or “your”) as a user of the web site at <http://www.thepatientinvestor.com> and any sub-domains thereof (collectively referred to as the “Website”). Any use of the Website, including any pages thereof or any information thereon, emails, newsletters, reports, information, recommendations, signals, software, data, alerts and any correspondence (collectively referred to as the “Services”) constitutes your acknowledgement of, and agreement to, the following terms and conditions.

Jurisdiction

The Services provided by The Patient Investor Pty Ltd (hereinafter referred to as “The Patient Investor”, “we”, “our” or “us”) are offered to Australian residents. By viewing the information in the Services you warrant you are not from any jurisdiction where provision of this information would be restricted or subject to regulatory approval.

Nothing on this site is intended to be an offer and does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States or any other jurisdiction outside Australia.

Information provided

The opinions and information given by us and provided in the Services are not personal advice and do not take into account your investment objectives, financial situation or needs. You should therefore not rely on opinions and recommendations in the Services and should seek independent personal financial product advice and consult other sources of information before making investment decisions. You acknowledge that all investments are not appropriate for all people and that you use and apply the ideas and information in the Services at your own risk.

There may be a prospectus, product disclosure statement or other offer document for the securities and financial products that we recommend. You should obtain a copy of the product disclosure statement or offer document before making any decision about whether to acquire the security or product.

The Services are provided for informational purposes only and are not intended to be the sole or primary means of making decisions for trading or investing purposes. We shall not be

responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Services, and shall not be responsible or liable for any trading or investment decisions made based on the Services.

Disclaimer

The information in the Services has been prepared from a wide variety of sources, which The Patient Investor, to the best of its knowledge and belief, considers accurate. We make no representation and take no responsibility as to the accuracy or completeness of any information on this Website or in the Services. You should make your own enquiries about the investments and we suggest you seek advice before acting upon any recommendation.

Neither The Patient Investor nor its employees, directors, nor its' Associates ("Associates" include MoneySherpa Pty Ltd and Netwealth Investments Limited) guarantee the performance of a security or financial product that is reviewed in the Services offered. The Patient Investor and its employees, directors and Associates all disclaim to the maximum extent permitted by law any liability for any loss or damage however caused arising as a result of any recipient relying on information provided by us on the Website or in the Services.

The Services offered are prepared for general information only, and as such, the specific needs, investment objectives or financial situation of any particular user have not been taken into consideration. Individuals should therefore discuss, with their financial planner or advisor, the merits of each recommendation for their own specific circumstances and acknowledge that not all investments will be appropriate for all subscribers.

To the extent permitted by law, The Patient Investor and its employees, directors, agents and Associates exclude all liability for any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, any information within the report whether or not caused by any negligent act or omission. If the law prohibits the exclusion of such liability, The Patient Investor hereby limits its liability, to the extent permitted by law, to the resupply of the said information or the cost of the said resupply.

Additionally, you acknowledge that past performance is no guarantee of future performance. The Patient Investor shall not be liable for any losses, injuries or expenses incurred by you or any related party which result from use of, or reliance on the Services or the information contained thereon, including, without limitation, any consequential, special or similar damages (including but not limited to lost profits, trading losses and damages that may result from inconvenience, delay or loss of the use of information) even if we are advised of the possibility of such damages. No warranty, guarantee, covenant or any other promise is made, express or implied, by The Patient Investor as to the accuracy or correctness of any information provided on the Website or Services.

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This Agreement grants you only a license to use the Website and Services. Title, ownership and intellectual property rights shall remain with The Patient Investor and its Associates. Your rights to use the Website and Services are specified in this Agreement, and we retain all rights not expressly granted to you in this Agreement including, but not limited to, rights reserved to us or protected by patent, copyright, and trade secret laws and international treaty provisions.

The license granted hereunder shall not be construed to confer any rights upon you by implication, estoppel or otherwise as to the Services not specifically set forth herein. Nothing in this Agreement constitutes a waiver of our rights under patent or copyright law or any Commonwealth, State or other law.

The material provided on the Website and Services is copyright protected. You may view the Website and Services using a web browser. The material may not otherwise be used, copied, reproduced, published, stored in a retrieval system, altered or transmitted in any form or by any means in whole or part (except where such use constitutes fair dealing under the Copyright Act) without our prior written approval. You may not use any part of the material on the Website or Services to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, Internet site or other means of distribution.

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The Subscription Services are not for use by financial advisors and professional investment managers. If you fail to disclose that you are a financial advisor or professional investment manager when registering for the Subscription Services, you accept full financial liability to pay the annual subscription price on behalf of each of your clients who have benefited from the Subscription Services. The number of such clients who have benefited from the Subscription Services will be deemed to be 50 (fifty) unless you provide reasonable proof, within 15 business days of receipt of a written request for such proof from us, of the actual number of such clients who have benefited from the Subscription Services.

Trademarks

"The Patient Investor" is our trademark. All other product names and services mentioned are trademarks or registered trademarks of their respective owners.

Delivery Policy

All information is published electronically by us. The Services are wholly online and are accessible by subscribers using their personal username and password to login to the subscription page of the Website. Subscribers will be sent email updates and reminders of information that can be found via the Subscription Services. The information published on the

Subscription Services is to be viewed online and shall not be downloaded or distributed.

General Advice and Market Risk

The Financial Services Guide (“FSG”) outlines the financial services provided by us, our fees and terms of service. You are required to review the FSG, and to ask questions if any of the contents are unclear, before you subscribe to the services.

You acknowledge that you have been assigned the “General Advice” level of service which indicates that you do not require any personal financial investment advice.

You acknowledge that the value of securities traded on stock markets may rise and fall in line with market conditions and that no guarantee of future performance is given.

Registration

In consideration of your use of the Services or any part thereof, you agree to provide true, accurate, current and complete information about yourself required by the Website, the Services, and subscription registration forms (referred to as the “Registration Data”) and maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

You may receive a password and account name or other designation as part of your registration for all or part of the Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security, and ensure that you exit from your account at the end of each session.

The Patient Investor and its Associates shall not be liable for any loss or damage arising from your failure to comply with the terms of this Section.

Privacy

This Agreement is governed by and hereby incorporates by reference our Privacy Policy located on the Website.

Billing and Online Security

Subscribers to the Subscription Services (“Subscribers”) are required to pay the current annual subscription price in advance for the Subscription Services by credit card or electronic transfer to our bank account.

Annual subscriptions will be renewed not less than 15 (fifteen) business days after a renewal notice is sent via email to the Subscribers' registered email address.

We use a third party payment processors to assist in securely processing your personally identifiable payment information. Payments are currently processed and managed using PayPal.

PayPal use of your personal information is governed by their privacy policy. We have no control over and are not responsible for such privacy policy. A copy of PayPal's terms of service and privacy policy can be found on their web site and we encourage you to read them.

Where you elect for periodic purchase transactions you will have requested we make automatic periodic payments (i.e. more than one transaction) using the payment details that you provide us during an initial relevant transaction, your credit card data will be stored by our third party payment processors and used by them periodically to process payments; and we will use reasonable steps to remind you prior to those payments being processed.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information.

We may amend the fees charged for the Subscription Services and will notify you of any such amendment that relates to your subscription by email sent to your registered email address. The amendment shall become effective on your next renewal date which shall not be less than 15 business days after the date on which you are notified. If, by the renewal date, you do not notify us of your intention to cancel your subscription you will be deemed to have accepted the amendment.

Modification

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof including your license to use the Services) with or without notice.

You agree that The Patient Investor and its Associates shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or any part thereof. Unless explicitly stated otherwise, any modifications to the Services or any new features that augment or enhance or change the then current Services or any part thereof and new web sites released as part of the Services, shall be subject to the terms of this Agreement.

The term of this license shall be until terminated by us. In addition, this license and your rights to use the Services will automatically terminate if you fail to comply with any provisions of this Agreement. If your subscription or membership requires continuing payments or renewal fees, this license and your rights to use the Services will terminate upon non-payment of the aforementioned payments or fees, without a requirement of notice of termination. If you have complied with the terms of this Agreement and you have paid a subscription, or membership fee, for a license to use all or part of the Services, and the license is terminated by us, we will make a pro rata refund in respect of the unexpired portion of the subscription or membership period.

We reserve the right at any time to charge fees for use or access to portions of the Services or

the Services as a whole. If at any time we requires a fee for use of portions of the Services that are now free, we will notify you of such fees and give you the opportunity to cancel access to the Services before such charges are imposed.

Your rights

You may stop your subscription with us at any time by giving notice to us in writing, request through the subscription portal, or via email. Notice sent via regular mail will be deemed to have been received 5 business days after mailing from within Australia and 20 business days after mailing from outside Australia. Notice sent via the Website portal or email will be deemed to have been received on acknowledgement by us.

All notices of cancellation are required to be received at least 5 business days prior to the due date of the next billing cycle.

Please mail your notice to: The Patient Investor Pty Ltd, PO Box 5182, Gold Coast Mail Centre, Bundall, QLD 4217, Australia.

Refund & Subscription Suspension Policy

Subscribers acknowledge that, to the extent permitted by law, The Patient Investor has a “no refund” policy with respect to all subscriptions. Subscriptions are suspended, or cancelled, by virtue of non-payment. To reactivate a subscription, a new subscription must be started either within the same account as before or by starting a completely new account. If you have any queries please contact us via the Website or by telephone at the numbers provided on the Contact Us page of our Website.

Disclosure

Employees and/or Associates of The Patient Investor may hold one or more of the stocks identified in the model portfolios. Such holdings should not be seen as a recommendation.

Other Provisions

This Agreement will be governed by and construed in accordance with the laws of Queensland, Australia. The parties irrevocably agree that the courts of Queensland, Australia shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement or the legal relationship established thereby, and for those purposes irrevocably submit all disputes to the jurisdiction of the courts of Queensland, Australia.

This is the entire agreement between us relating to the Website and Services and supersedes any prior purchase orders, communications, advertising, or representations concerning the Services. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

This Agreement was last updated on July 12, 2018. You may view the current terms and conditions of this Agreement at any time on the Website.

We may amend the terms and conditions of this Agreement from time to time. Any such

amendment shall become effective from the date that you are notified. If you continue to use the Services after you are notified, you agree to be bound by the terms and conditions of the amended Agreement.

Except for amendments to this Agreement that are posted on the Website, no change or modification of this Agreement will be valid unless it is in writing and is signed by a duly authorized officer of The Patient Investor.

Computer records stored in reasonably secure conditions on the computer system of either party shall be accepted as evidence of communication, license agreement, and payments made between the parties.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or any part thereof must be filed within one (1) year after such claim or cause of action arose or be forever barred.

By viewing any information provided by The Patient Investor you acknowledge that you have read and understood the full terms of use concerning the Website and Services.