

Share Trading is a service provided by Australian Investment Exchange Ltd (the Participant, we, us, our) ABN 71 076 515 930 AFSL 241400, a participant of the ASX Group and Chi-X Australia.

## Trading Alerts Subscription Agreement & Terms and Conditions

### Alerts

Alert credits are purchased by direct debit and 100 alert credits cost \$22. Each SMS message within Australia costs one alert credit (22 cents), or ½ a credit (11 cents) if you select email. When you have only 10 credits left, you will automatically purchase a further 100 credits through your continuing subscription. You may end this subscription at any time - see "Cancellation" below.

By using the Alerts service you agree to be bound by the Subscription Agreement and these Terms and Conditions, which supplement Terms and Conditions of your Share Trading account which apply to all dealings between you as a client and the Participant.

### Availability

You can choose to have Alerts sent to you by email or by SMS message to your mobile phone. You acknowledge that your access to Alerts depends on factors outside our control, including any disruption, failure or malfunction in any part of the internet or SMS network. Access may also be limited or unavailable during periods of peak demand, systems interference, damage or maintenance, or for other reasons. We accept no liability if an alert message is not sent or not received for any reason.

### Subscription Agreement

You agree to subscribe for alert credits on a continuing basis until this Subscription Agreement is cancelled by you or us. By accepting these Terms and Conditions of Use, you agree to purchase an initial 100 alert credits as your opening alert credits balance. You further agree that you will be automatically direct debited \$22 for a further 100 alert credits whenever your alert credits balance reduces to 10 credits or less.

You authorise us to debit your alert credits balance for the cost of alert messages at the following rates: 1.0 alert credit per alert message sent to your mobile phone, and 0.5 alert credits per alert message sent to your e-mail. These rates are current as at 14 December 2012 and are subject to change at any time. We undertake to provide you with notice of any change to the pricing structure by placing a notice on the Alerts website, and we will provide you with on-line access to an alert credit usage report.

### Cancellation

You may unsubscribe from the Alerts service at any time, by selecting the Alerts unsubscribe button on the My Account > My Profile > Alerts & Subscriptions page. No further direct debits will be made for purchase of alerts credits, but you may continue to use the service until the balance of your credits reaches zero. Cancellation will be effective when you have used your last available alert credit. We may cancel or suspend your access to the Alerts service at any time for any reason.

### Direct Debit Request Service Agreement

To subscribe for the Alerts service, you agree to utilise your Direct Debit Request Service Agreement with us under which you have authorised us to debit your designated account with certain payments. In requesting the Alerts service, you acknowledge and accept that we are authorised in our absolute discretion to debit your designated account for the costs of alerts purchased by you under the terms of this Subscription Agreement in the same manner and under the same terms as your Direct Debit Request Service Agreement. If you have a Cash Account, you authorise us to make withdrawals from the Cash Account for the costs of alerts purchased by you.

### SMS Messages Received Outside Australia

We may charge an additional fee for SMS messages transmitted to a mobile phone outside Australia. You authorise us to debit your Direct Debit Request Service Agreement designated account for an amount or amounts which fairly reflect the increased costs to us of transmitting such SMS messages overseas.

### SMS Message Security and Delivery

Sending SMS messages to your mobile phone depends on electronic transmission of data across networks operated by mobile phone service providers. Because we do not control the SMS networks for mobile phones, we cannot guarantee the security of mobile phone data transmissions. You can however check with your mobile phone service provider for information about their privacy and security practices. The Participant will treat your data in accordance with our privacy policy published on this site.

You are responsible for ensuring your mobile phone can receive SMS messages, and that it is working correctly, turned on and within signal range of the mobile phone network.

### Privacy

View our Privacy Policy at the Trading Site.

### Severance

If any part of any of this Agreement and Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these Terms and Conditions will continue to apply as if the void or unenforceable part had never existed.