



Bigwig.com.au - Terms and Conditions

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By accessing and/or using this website, and related services, you agree to these Terms and Conditions (Terms), which include our Financial Services Guide ([FSG](#)) which includes our Privacy Policy. You should review our FSG, Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms. In these Terms, 'us', 'we' and 'our' means Bigwig.

1. General information only - not financial advice

Unless otherwise expressly stated to the contrary, this website is not designed for the purpose of providing personal financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs.

You should assess whether the information on this website is appropriate to your particular investment objectives, financial situation and investment needs. You should do this before making an investment decision on the basis of the information on this website. You can either make this assessment yourself or seek the assistance of any adviser.

2. Our Services

Bigwig provides the following services

- a. General advice only. This means it is advice that does not consider your personal objectives, financial situation or needs. Before acting on general advice you should consider the appropriateness of the advice having regard to your situation.
- b. Australian tax residents over the age of 18 (Bigwig Eligible Customers), acting on their own behalf or as trustee or agent for another, with the ability to purchase selected securities listed on Australian or International stock exchanges.
- c. When you sign up to a Bigwig 'Trading Account' you agree to commence the application process for a Cash Management Account (CMA).

- d. The CMA is registered in the your name, as the client. It enables you to hold cash funds and when you hold cleared funds in the CMA, an investment order can be placed. It is your responsibility to ensure that funds are available at the time of settlement of the transaction. If funds are not available, you may be fined and or your securities may be sold and any costs will be yours.
- e. All investment orders are executed at the Best Bid or Offer as of the time of your order.

3. Your Responsibilities

- a. You must ensure that any transactions made through Bigwig are appropriate to your particular circumstances.
- b. You must ensure that funds are available in your linked CMA at settlement of any transaction. Failure to do so may result in fines and/or your securities may be sold and any costs will accrue to you.

4. Registration

You must be a registered member to access certain features of our website. When you register and activate your account you acknowledge that you have been provided with, accessed, read and understood our FSG. During the process you will provide us with personal information such as your name, email address and telephone number. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy. When you register and activate your account, we will provide you with a username and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name. To create an account, you must be:

- a. at least 18 years of age;
- b. an Australian tax resident;
- c. possess the legal right and ability to enter into a legally binding agreement with us; and
- d. agree and warrant to use the website in accordance with these Terms.

5. Collection Notice

We collect personal information about you in order to provide you with financial services and for purposes otherwise set out in our Privacy Policy. We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services to you.

Our Privacy Policy explains:

- a. how we store and use, and how you may access and correct your personal information;
- b. how you can lodge a complaint regarding the handling of your personal information; and
- c. how we will handle any complaint.

If you would like any further information about our privacy policies or practices, please contact us via email at info@bigwig.com.au.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

6. Investment Performance

Unless otherwise stated to the contrary, neither Bigwig nor the licensee guarantees any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested. We provide historical information on the past performance of the funds that we cover. You should remember that past performance is not a reliable indicator of future performance.

7. Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website. We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

8. Linked sites

On our website you may find content or information produced by those other than Bigwig and its related entities or links to sites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the third party content on our site or on those linked websites and have no control over or rights in those linked websites.

9. Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (Content). Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a licence to access the website and view the Content on the terms and conditions set out in these Terms and, where applicable, as expressly authorised by us and/or our third party licensors. Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for

publication, reproduction or distribution is expressly prohibited. All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

10. Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;

- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security. If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

11. Warranties and disclaimers

As an AFS licensee we understand our obligation to provide the services described above efficiently, honestly and fairly. However, beyond that scope and to the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure. We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

12. Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

13. Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of Victoria and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria. Your use of this website and any dispute arising out of such use of the website is subject to the laws of Victoria which will have exclusive jurisdiction. If you have any concerns about material which appears on our site, please contact info@bigwig.com.au.

