



## Investor Terms and Conditions (Terms)

### 1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms not otherwise defined in these Terms have the meaning given to them in the glossary of terms available at [www.imperium.markets](http://www.imperium.markets)

### 2. SCOPE OF IMPERIUM MARKETS SERVICES

2.1 Imperium Markets operates an online marketplace on the Platform.

2.2 A User who is an Investor:

(a) can access and use the Services by validly completing a registration form and creating an account with Imperium Markets on the Platform; and

(b) must provide such documentation as is reasonably required by Imperium Markets to demonstrate that it is a wholesale investor as that term is defined for the purpose of Chapter 7 of the *Corporations Act 2001* (Cth).

2.3 The Services may be reviewed, altered and updated from time to time. The Services may be further described on the Platform.

2.4 Imperium Markets provides the Services enabling Investors to connect with Issuers only. The Services provided by Imperium Markets under these Terms do not include the provision of any form of financial services, products, advice or assistance (such as credit, credit services, credit assistance, credit activity or any other form of credit contract) or other form of professional advice, by Imperium Markets itself.

2.5 Imperium Markets accepts no responsibility or liability to the User or any third party (including another

User) for any aspect of interaction between Users (whether via the Platform or outside of the Platform), including any User Supplied Information. Accordingly, the User agrees that:

(a) any such interaction between an Investor and Issuer is directly between such Users;

(b) all User Supplied Information is supplied by the relevant User and Imperium Markets does not warrant the truth, adequacy, accuracy, suitability or completeness of any aspect of User Supplied Information; and

(c) Imperium Markets has no obligation to assist or involve itself in any way in any such interaction between Users, including any disputes between Users.

2.6 The Services are prepared and provided on a general basis, taking into account the information provided to Imperium Markets by the User, which may not be appropriate or meet a User's specific purposes, circumstances, requirements or expectations, including that relating to quality of any products, services, communication, information, engagement, transaction or other material obtained in its use of the Services. Imperium Markets does not warrant, recommend or endorse any of its Users, including an Issuer's skills, expertise or ability to provide its goods or services or the Investor's ability to repay any credit requested. It is the User's responsibility to assess the suitability and appropriateness of its use of the Services, including for its specific purposes, and make all enquiries, arrangements or verifications in relation to its use of the Services, its interaction, communication and engagement with other Users, with respect to any User Supplied Information or a Financial Product Contract and obtain its own financial, investment or other professional advice.



2.7 When the Financial Product Contract is entered into, Imperium Markets has completed the Services and the fees will be owed to Imperium Markets in accordance with clause 3.

2.8 The User acknowledges that the Platform, and the Services, are provided over the internet and Imperium Markets does not warrant that the Platform, and the Services, will operate uninterrupted or error free, however Imperium Markets will use reasonable commercial efforts to enable the User to use the Platform, and the Services, in accordance with these Terms and any service levels agreed and to protect the security and integrity of the Platform and the Services.

2.9 The User may contact Imperium Markets to request support with any aspect of its use of the Services. Imperium Markets will make reasonable commercial efforts to resolve such support requests within a reasonable time. If the support is in relation to the User's account, Imperium Markets will only provide the assistance and support contemplated under this clause to the person(s) nominated as Authorised Persons in the Investor Agreement (or such other person(s) as notified by the User to Imperium Markets in writing from time to time). Imperium Markets reserves the right to withhold assistance and support in respect of a User's account if it is unable to verify the identity of the person requesting support or assistance in respect of a User's account.

2.10 Imperium Markets will ensure it complies with applicable law and is authorised to provide the Services, including holding and maintaining all qualifications, registrations, certificates, licences, authorisations, permits, admissions, insurances, bonds, guarantees, undertakings and the like required by applicable law in order to carry on its business and provide the Services.

### 3. PAYMENT OF FEES

3.1 Upon the creation of an account, the User must pay Imperium Markets the Platform Fee. The User may allow an unlimited number of Authorised Persons to access the Account as consideration for the Platform Fee.

3.2 The Platform Fee is payable each month in arrears on the last Business Day of the month.

3.3 The User acknowledges that Imperium Markets may receive a Transaction Fee from Issuers. Imperium Markets may share such fee paid to it with others without disclosing such arrangements to the User.

3.4 Any payments, fees or charges payable by the User to another User, such as for their services or products under a Financial Product Contract, remains the responsibility of such Users and Imperium Markets has no responsibility or liability whatsoever in relation to any payments, fees or charges payable by the User to another User.

3.5 All invoices issued by Imperium Markets must be paid within seven (7) days or as otherwise agreed in the schedule.

### 4. INVESTOR'S OBLIGATIONS

4.1 The User must:

(a) comply with these Terms, including any policies, procedures or rules set out on the Platform from time to time, Imperium Markets' privacy policy at [www.imperium.markets](http://www.imperium.markets) (**Privacy Policy**) and all applicable laws and regulations;

(b) have the power to enter into and observe its obligations under these Terms;

(c) promptly and efficiently perform all its obligations under these Terms;



- (d) remain responsible for obtaining, maintaining and paying for any hardware, telecommunications, Internet and other services or equipment needed to use the Platform or the Services;

#### 4.2 The User must not:

- (a) distribute, rent, loan, lease, sell, sublicense, transfer or otherwise exploit all or part of the Platform or Services, or any rights granted under these Terms, including any Imperium Markets Content or User Content, to any other person;
- (b) modify, translate, adapt, arrange, or create any adaptation or modification to the Platform or Services, including any Imperium Markets or User Content, for any purpose;
- (c) copy any content (whether provided by Imperium Markets, another User or a third party, including Imperium Markets Content or User Content) on the Platform without Imperium Markets' prior written permission. For the avoidance of doubt, the User may retain copies of any content on the Platform to the extent required by law or consistent with its bona fide business retention policies and procedures provided those copies are kept strictly confidential; or
- (d) promote itself as an agent of Imperium Markets in any manner or make any promise or representation on Imperium Markets' behalf.

## 5. OWNERSHIP AND INTELLECTUAL PROPERTY

### RIGHTS

- 5.1 The User owns or retains all right, title and interest in User Content and its Pre-Existing Intellectual Property Rights.
- 5.2 The User grants to Imperium Markets, its affiliates, employees and contractors an unrestricted, worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free licence to use, modify, copy, adapt, distribute or incorporate its User Content for the purpose of providing the Services.
- 5.3 Imperium Markets owns and retains Intellectual Property Rights in Imperium Markets' Content.
- 5.4 Imperium Markets may remove from User Content and User Supplied Information any material that could identify the User or any person in the User's organisation and Imperium Markets may then use, reproduce and adapt such content. Imperium Markets will own the Intellectual Property Rights in this adapted content.
- 5.5 The User must not display or use any of Imperium Markets Content without Imperium Markets' express prior written permission. Imperium Markets grants to Users a revocable, non-transferable and non-exclusive licence to use Imperium Markets Content for the purpose of using the Services.
- 5.6 The User acknowledges and agrees that all User Content is supplied by the relevant User. Imperium Markets does not have any responsibility to review, approve or verify any User Content, nor do we make any warranty or representation in relation to User Content. However Imperium Markets reserves the right to remove, in its sole discretion, any User Content the User has submitted on the Platform, or when using the Services, for any reason without liability to the User or any third party.
- 5.7 The User warrants and represents that



it has the right to use its User Content (and all intellectual property rights contained therein), including obtaining and maintaining all necessary rights, licences, registrations, permissions and consents in compliance with applicable law and Imperium Markets' Privacy Policy and that its User Content does not violate any applicable laws or rights (including the Intellectual Property Rights) of any third party.

## 6. USE OF NAME

The User grants Imperium Markets a licence to use the User's name and, where reasonably required, other Pre-Existing Intellectual Property Rights in connection with the provision of the Services and, subject to obtaining the User's prior written consent, for marketing and promotional purposes.

## 7. THIRD PARTY SERVICES

7.1 Imperium Markets, may from time to time include Third Party Services on the Platform. These Third Party Services are not provided by Imperium Markets.

7.2 Third Party Services are offered to the User pursuant to terms and conditions offered by the third party, including any fees applicable to such Third Party Services. Third Party Services may be promoted on the Platform as a convenience to Imperium Markets' Users who may find the Third Party Services of interest or of use.

7.3 If the User engages with any Third Party Service provider (including an Issuer) its agreement will be directly between the User and that Third Party Service provider.

7.4 Imperium Markets makes no representation or warranty as to the Third Party Services. However, to help Imperium Markets continue to improve the Platform, please report any issue that the User experiences using a Third Party Service by contacting Imperium Markets via the contact details set out on the Platform.

## 8. LIMITATION OF LIABILITY

8.1 Except for liability in relation to breach of any Non-excludable Conditions, to the extent permitted by law Imperium Markets specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or services supplied), arising out of or in any way connected with the User's use of the Platform or Services, including any User Content, Financial Product Contracts, Third Party Services or any other form of interaction, communication, engagement or dispute with other Users.

8.2 Except for liability in relation to any Non-excludable Conditions, the Platform and the Services are provided on an "as is" basis, and without any warranty or condition, express or implied, including those regarding title, merchantability, fitness for a particular purpose, non-infringement or that the use and operation of the Platform or the Services, including any User Content, will be transmitted in uncorrupted form or within a reasonable amount of time, to the extent allowed by law.

8.3 Except for liability in relation to a breach of any Non-excludable Conditions, Imperium Markets' maximum aggregate liability to any User for a breach of these Terms arising out of or in respect of any use of the Platform or Services is limited to the total amount of Platform Fees paid by Investors in the previous 12 months or AUD \$50, whichever is greater.

8.4 For liability in relation to breach of any Non-Excludable Conditions, to the extent permitted by applicable law,



Imperium Markets' liability is limited, at its option, to the cost of repairing or replacing any defective goods or services, or supplying again or paying the cost of having supplied again any defective goods or services.

- 8.5 The User indemnifies Imperium Markets and its directors, officers, employees, contractors and agents from and against all losses, damages, liabilities, claims and expenses incurred (including but not limited to reasonable legal costs) arising as a result of (i) any wilful, unlawful or negligent act or omission by the User (ii) any claim by any third party, including another User, arising out of or in any way connected with its use of the Services, the Platform or due to breach of its obligations under these Terms or applicable law; (iii) its User Content; (iv) any Financial Product Contract; or (v) any disputes the User has with other Users.

## 9. PRIVACY

- 9.1 Imperium Markets' Privacy Policy, which is available at [www.imperium.markets](http://www.imperium.markets), applies to all Users and forms part of these Terms. The User's use of the Platform or Services confirms that the User consents to, and authorises, the collection, use and disclosure of its personal information in accordance with Imperium Markets' Privacy Policy.

- 9.2 Issuers and Third Party Services providers may provide their service pursuant to their own privacy policy. Prior to acceptance of any service from a third party, including any Issuer, the User must review and agree to their terms of service including their privacy policy.

## 10. MODIFICATIONS TO THESE TERMS

- 10.1 Except as specifically described in or authorised under these Terms, these Terms and any of Imperium Markets' policies, such as the Privacy Policy,

cannot be amended except by agreement in writing (including electronically) by the User and Imperium Markets.

- 10.2 Imperium Markets may vary these Terms or any of Imperium Markets' policies at any time if required by law or regulatory authority, including the Australian Securities and Investment Commission as the regulator of Imperium Markets' market licence.

- 10.3 Imperium Markets may amend or modify these Terms or any of Imperium Markets' policies at any time and will post any updated Terms and/or policy, and a notice of such change, on the Platform.

- 10.4 If the User does not accept these Terms, including Imperium Markets' policies (such as the Privacy Policy) or any amendment we make to these Terms or such policies, then the User must not continue to use the Platform or the Services.

## 11. NO AGENCY

- 11.1 No agency, partnership, joint venture, employee-employer or other similar relationship is created under these Terms. In particular the User has no authority to bind Imperium Markets, its related entities or affiliates in any way whatsoever.

## 12. NOTICES

- 12.1 Except as stated otherwise, any notices must be given by registered ordinary post or by email, either to Imperium Markets' contact address as displayed on the Platform, or to a Users' contact address as provided at registration. Any notice shall be deemed given if:

- (a) hand delivered, on delivery;
- (b) sent by prepaid post, 7 (seven) days after the date of posting (unless an earlier date of receipt is acknowledged by the addressee);





(c) sent by email, when the sender's email system generates or receives a message confirming receipt of (but not opening of) the email notice unless, within 24 hours after that transmission, the recipient informs the sender that it has been unable to read the entire notice; or

(d) via the Platform.

## **13. MEDIATION AND DISPUTE RESOLUTION**

13.1 Imperium Markets encourages the User to try and resolve disputes with another User directly. However, the User acknowledges and agrees that Imperium Markets may, in its absolute discretion, provide on a "without prejudice" basis such of its information as it decides is related to the dispute, to another User involved in a dispute with the User in a genuine attempt to assist with the resolution of the dispute.

13.2 If Imperium Markets provides information of another User to the User for the purposes of resolving a dispute under this clause, the User acknowledges and agrees that such information will be used only for the purpose of resolving the dispute (and no other purpose) and that the User will indemnify Imperium Markets against any claims relating to any other use of information not permitted under these Terms.

13.3 If the User has a complaint about the Services please contact Imperium Markets at [info@imperium.markets](mailto:info@imperium.markets).

## **14. SUSPENSION AND TERMINATION**

14.1 Unless otherwise agreed with Imperium Markets, Imperium Markets may terminate or suspend the User's use of the Services, its account, and these Terms at any time if it reasonably considers that the User has breached or is likely to breach these Terms or for any other reason.

14.2 A suspension will remain in operation until Imperium Markets is satisfied that the User will comply with these Terms.

14.3 These Terms automatically terminate if the Investor ceases to be a wholesale investor as that term is defined in the *Corporations Act 2001* (Cth).

14.4 Unless otherwise agreed with Imperium Markets the User may terminate its use of the Services, its account, and these Terms at any time for any reason by giving written notice to Imperium Markets. If the User terminates under this clause, then it must stop using the Platform and the Services immediately.

14.5 Unless otherwise agreed with Imperium Markets or stated in these Terms, Imperium Markets is not liable for any damages, liabilities, losses (including loss of User Content) that a User or any other third party (including another User that the User engages with) may incur, as a result of any termination or suspension of its use of the Services or its account under these Terms.

14.6 Termination of these Terms does not affect any Financial Product Contract that has been formed between the User and another User.

## **15. GOVERNING LAW**

These Terms shall be governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts and tribunals of the governing law jurisdiction.

## **16. WAIVER**

The failure of either party at any time to enforce any of Terms or to exercise any right under this these Terms does not constitute a waiver of any such right or affect the party's privilege to enforcement of that right.

## **17. SEVERABILITY**

Should any provision of these Terms be determined to be unenforceable or prohibited by applicable law, such provision shall be



ineffective only to the extent of such unenforceability or prohibition without invalidating the remainder of such provision or the remaining provisions of these Terms.

## **18. ASSIGNMENT**

Neither party may assign or otherwise transfer any or all of its rights arising out of these Terms without the prior written consent of the other party.

## **19. SURVIVAL**

The following clauses survive the termination or expiry of the Investor Agreement:

- (a) Ownership and Intellectual Property Rights (clause 5);
- (b) Limitation of Liability (clause 8);
- (c) Mediation and Dispute Resolution (clause 13); and
- (d) any other terms which by their nature should continue to apply, will survive any termination or expiration of these Terms.