

Term & Conditions V2

27/10/2023



HeirWealth

Terms & Conditions

These terms and conditions (**Terms**) on which Morpheus Wealth Pty Ltd Morpheus Wealth Pty Ltd ACN 653 517 394 (**Company, we**) provide the HeirWealth™ Platform (**Platform**), as well as any associated services, websites, features, and content.

By downloading, installing, or using the Platform, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you should not use the Platform.

1. Platform Purpose & Services

- 1.1 The Platform is designed to help users document and track their family wealth. Users can create an account linked to their bank and investment accounts, automatically update valuations, record other assets, liabilities and insurance policies and family contacts, access a secure document vault, wealth calendar, analytics tools, reporting and other related features (**Services**).
- 1.2 The Company makes reasonable efforts to ensure the accuracy and reliability of the information provided through the Platform. Financial markets and conditions are subject to rapid changes, and the information provided may become outdated or inaccurate. Users should independently verify any information provided and exercise caution before relying on it.
- 1.3 Company does not guarantee the accuracy, completeness, or timeliness of such information and shall not be held liable for any loss or damage arising from reliance on the information provided.

2. Your Responsibilities

- 2.1 If you do not agree to any of these terms, or are under the age of 18, you may not use the Platform.
- 2.2 You are responsible for providing accurate and up-to-date information when creating your account and using the Platform.
- 2.3 You must keep your login credentials, including your username and password, confidential and secure. You are solely responsible for any activities that occur under your account.
- 2.4 You agree to use the Platform and Services only for lawful purposes and in compliance with all applicable laws and regulations.

3. Your Account

- 3.1 To use the Services, you must provide us with some of your personal information and register an account (**Account**).
- 3.2 Account registration requires you to submit to Company your name, email address, and mobile telephone number. All personal information you provide through the Platform will be collected, handled and used in accordance with relevant data protection laws and Company's Privacy Policy.
- 3.3 If you add family members or related affiliates to your Account, you warrant to Company that you have the express consent of your family members or related affiliates to provide this information to the Company.
- 3.4 Where you have linked third party service providers (such as your wealth manager or advisors) or their information to your Account, you warrant to Company that you have the requisite consent from those third parties to provide this information to Company
- 3.5 To use the Services or set up an Account, you will also be required to provide at least one valid payment method supported by Company unless payment is facilitated through your sponsor organisation.
- 3.6 You agree to keep your Account information accurate and complete. You will not be able to use the Platform or Services if you have an invalid or expired payment method on file or are in arrears with your payment for Services unless payment is facilitated through your sponsor organisation.
 - a. You acknowledge and agree that you are responsible for any activity that occurs through your Account, and you will not sell, transfer, license or assign your Account to anyone else.
 - b. You agree that you will not create an account for another person, and will not possess more than one Account, unless permitted by Company in writing.
 - c. We will not provide sponsor organisations with access to your Account information.

4. Family Group Accounts

- 4.1 By registering as a user of a 'Family Group' on the Platform, you give us permission to share your Account information, including your personal information, with the other members of that Family Group.
- 4.2 Each Family Group will nominate a lead account called the 'Primary Controller' and may elect to nominate a backup lead account called the 'Alternate Controller'. The Primary Controller or Alternate Controller may nominate an 'Account Administrator' to perform maintenance on behalf of the Family Group. If you register as a user of a Family Group, you are agreeing that the Account holder of the Primary Controller and Alternate Controller and any appointed Account Administrator can access and permit other users in the Family Group to access (but not edit) your Account information. You will have access to the Account information of all other accounts in your Family Group.
- 4.3 You can withdraw your consent to sharing your Account information with a Family Group by changing your profile settings in the Platform.

5. Privacy & Data Security

- 5.1 The Company respects your privacy and handles personal data in accordance with the *Privacy Act 1988* (Cth) its Privacy Policy.
- 5.2 The Company employs industry-standard security measures to protect your personal information and adheres to the requirements and controls outlined in the ISO/IEC 27001:2013 standard to ensure the

effective management of information security. We recommend all users of the Platform enable the multi factor authentication feature to protect their Accounts.

- 5.3 However, no method of transmission over the internet or electronic storage is 100% secure. We cannot guarantee the absolute security of your data and shall not be liable for any unauthorised access, loss, or disclosure of your personal information.

6. Intellectual Property Rights

- 6.1 The Platform and all its contents, including but not limited to text, graphics, logos, and software, are the property of the Company and are protected by copyright and other intellectual property laws.
- 6.2 You may not copy, modify, distribute, or create derivative works of the Platform or its content without the Company's prior written consent.

7. Prohibited Uses

- 7.1 You agree to use the Platform in accordance with all applicable laws and regulations.
- 7.2 You agree not to store any passwords, crypto keys, other similar information or personal sensitive information on the Platform.
- 7.3 You agree that in using the Platform you will not: impersonate any person or entity; use any technology or process to retrieve, index, 'data mine', reproduce, reverse engineer the Platform or its contents; use any material, trademarks, or other proprietary information without obtaining the prior written consent of the owner; interfere with or disrupt any Services provided through the Platform; transmit any material that contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 'frame or 'mirror' any part of the Platform.
- 7.4 You agree that your information and your interactions on the Platform shall not: be false, inaccurate or misleading; infringe any third party's rights, including but not limited to intellectual property rights, confidentiality, proprietary rights or rights of publicity or privacy; violate any laws; be defamatory; contain any viruses or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or personal information; or create liability for Company.
- 7.5 The Company may terminate, suspend or restrict your use of our Platform and Services if you violate these Terms, are engaged in illegal or fraudulent use of the Services, or behaved in a way which is regarded by Company as inappropriate.
- 7.6 Upon termination, all rights granted to you under these Terms will cease, and you must cease all use of the Platform and delete it from your device.

8. Fees (for Direct Subscription)

- 8.1 This clause 8 applies to users who have a direct subscription with us.
The fee for the Platform and Services will be charged to your nominated payment method [on the specific payment date indicated] on the 'fees' page of your Account.

- 8.2 The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the Platform.
- 8.3 To use the Platform, you must provide one or more payment methods. You authorise Company us to charge any payment method associated to your Account.
- 8.4 If a payment is not successfully settled, due to expiration, insufficient funds, and you do not cancel your account, we may suspend your access to the Platform until we have successfully charged a valid payment method.
- 8.5 The issuer of your payment method may charge you certain fees, such as foreign transaction fees or local tax charges.

9. Fees (Paid by or via a Sponsoring Organisation)

- 9.1 This clause 9 applies to users who do not make direct payment to us via a subscription, but who receive access to the Platform via a sponsor organisation.
- 9.2 We have no obligation to provide you access to the Platform, Services, or your Account if the sponsor organisation does not pay the relevant fees. Any dispute about non payment of fees by the sponsor organisation for your access or subscription is a matter between you and the sponsor organisation. You can contact us to change your Account from a sponsor paid account to a direct subscription.

10. Closing Your Account

- 10.1 . You can cancel your Account at any time through the Profile settings in the Platform.
- 10.2 On cancellation of your Account or Accounts as applicable, your access to the Platform will be immediately revoked and you must immediately cease all use of the Platform, Services and any proprietary information or intellectual property provided by Company.
- 10.3 You must retrieve your Account information and related data prior to cancellation of your Account(s). The Company has no obligation to retain your data after this time and will delete or deidentify your data in accordance with applicable law and our privacy practices.
- 10.4 To the extent permitted by applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial billing periods.

11. Communication and Links

- 11.1 We will send you necessary information relating to your Account via electronic messages, such as invoices and registration confirmation messages.
- 11.2 We will only send you marketing emails, text messages or notifications if you have opted in to receive these communications from us.
- 11.3 The Platform may contain information from or links to third-party materials that are not owned or controlled by Company. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you click on a link in the Platform that redirects you to

a third-party site or content, you become subject to that third party's terms and conditions, and we are not responsible or liable, directly or indirectly, for any damage or loss you suffer in connection with your use of or reliance on any third-party content, goods or services.

- 11.4 Apple Inc, Google Inc and their applicable affiliates will be third-party beneficiaries to these Terms if you have accessed the Services using the Platform developed for Apple iOS or Android mobile devices, respectively. These third-party beneficiaries are not parties to the Terms and are not responsible for the provision or support of the Services. Your access to the Services using Apple iOS or Android mobile devices is subject to terms set out in the applicable third-party beneficiary's terms of service as well as these Terms.

12. No Financial Advice

- 12.1 Company is not a financial advisor, and any information provided by Company does not constitute financial advice or recommendation. The information presented is for general informational purposes only and is not intended to be relied upon for making financial decisions or investments. Users of the Services are encouraged to seek professional financial advice from a qualified financial advisor or institution before making any financial decisions.
- 12.2 Investing in financial markets involves inherent risks. Any investment decisions made based on information provided by Company are undertaken at the user's own risk. Company shall not be held liable for any financial losses, damages, or consequences arising from the use or reliance on our information or services.
- 12.3 Company does not endorse or promote any specific financial products, services, or investments. Any mention of financial products or services is for informational purposes only and should not be construed as an endorsement or recommendation.

13. Disclaimer of Warranties & Limitation of Liabilities

- 13.1 The Platform and Services are provided on an "as is" and "as available" basis, without any warranties or representations, express or implied. The Company disclaims all warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.
- 13.2 To the maximum extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or goodwill, arising out of or in connection with the use or inability to use the Platform or Services.
- 13.3 Some jurisdictions do not allow the exclusion or limitation of certain warranties or liability for consequential or incidental damages. In such cases, the Company's liability shall be limited to the fullest extent permitted by applicable law.

14. General Terms

- 13.1 Modifications to the Terms: The Company may, from time to time, change these Terms. Company will notify you at least 30 days before such changes apply to you. If you do not wish to accept the changes, you can cancel your Account before they take effect.
- 13.2 Governing Law and Jurisdiction: These Terms shall be governed by and construed in accordance with the laws of NSW, Australia.
- 13.3 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.
- 13.4 Entire Agreement: These Terms constitute the entire agreement between you and the Company regarding your use of the Platform and supersede any prior or contemporaneous agreements, understandings, or representations.