MOOMOO SECURITIES AUSTRALIA LTD

WEBSITE TERMS OF USE

This website, https://www.moomoo.com/nz (Website) is owned and operated by Moomoo Securities Australia Ltd (ABN 51095920648, NZBN: 9429052402296) of Suite 5.01, Level 5, 570 George Street, Sydney, NSW 2000, Australia (**Moomoo AU, we, us, our**).

By accessing and/or using the Website, mobile applications and associated sites, You agree to be bound by these Terms, as updated by us from time to time.

1 Access and use

We agree to You accessing the Website and accessing or downloading Content from the Website in accordance with these Terms. You may use the Website and Content solely for Your own lawful and personal purposes. You may not use the Website or Content for commercial purposes unless this is permitted under the separate terms referenced in clause 3 below. You agree to comply with all rules, laws and regulations relating to Your use of the Website and Content, and all directions or instructions we notify You of from time to time regarding Your access to and use of the Website and any Content (including any notice provided via the Website). You warrant that all information and data that You provide to us through the Website is true, accurate, complete and up-to-date.

2 Accounts

To use certain features of the Website, You may need to create an account with us (**Your Account**). To obtain an Account, You must enter information and follow the steps at the 'Open Account' link on the Website. By requesting an Account, You warrant to us that You are a natural person who is over the age of 18 years or who has parental or guardian approval to use the Website.

Moomoo AU has the sole right to determine Your eligibility to register an Account and may reject, or require that You change, any user name, password or other information that You provide to us in registering the Account. You represent and warrant that any information You provide in connection with the creation of the Account is and will remain accurate and complete, and that You will maintain and update such information as needed.

You may not have more than one Account, and Your Account is non-transferable. You may update, edit or terminate Your Account at any time through the Website. You acknowledge that we may provide access to Your Account to any person using Your PIN, password or other

secure access measures we issue to You (**Access Tool**). You are therefore responsible for protecting Your Access Tool and must do everything necessary to protect your Access Tool from unauthorised use or disclosure to any other person and Moomoo AU is not responsible for maintaining the security of Your Access Tool.

Any action or request made by any user of Your Account or Access Tool (**Instruction**) will be deemed to have been made by You and the Instruction will be carried out without further enquiry. You will be responsible for all use of Your Account or Access Tool, Instructions provided and consequential transactions whether authorised by You or not. We will not be liable for acting on an Instruction.

You must immediately notify us:

(a) if You are or become aware that there is or has been an unauthorised use of Your Account or Access Tool, or any other security breach relating to Your Account; and

(b) of any changes to Your information provided to us as part of the Account registration process.

3 Additional terms

These Terms only govern Your access to and use of the Website and not any other dealing or transaction You may have with Moomoo AU. If You enter into any transaction, or have any other dealings with us (whether via the Website or otherwise), then such transaction or dealings will be governed by the terms of a separate agreement between You and us.

4 No recommendations or investment advice

Moomoo AU provides self-directed investors with online brokerage services, but Moomoo AU does not make investment recommendations or offer professional investment advice of any kind. The information or resources provided to You are not a substitute for professional advice and independent advice should be obtained before making any final decision. Moreover, Moomoo AU does not evaluate whether any specific investment or investment strategy is suitable for You or in Your best interest. You are responsible for any investment decisions that You may make.

Moomoo AU has not solicited Your use of this Website, or any request for information You have made as a result of using the Website; and any Content available through the Website shall not be regarded as investment, financial, tax or professional advice. You should consult Your own professional adviser before making any investment or financial decision, or purchasing any investment product or subscribing to any service.

5 Third party content disclaimer

Certain Content on the Website, including statements, representations and information, is provided by third parties (such as Third Party Providers and members of the Group) and we cannot guarantee that it will be up-to-date or accurate. Content does not take into account Your personal circumstances and should not be relied upon as the basis of any decision You make. You should undertake Your own enquiries and seek independent advice before making any decisions in relation to the subject matter of the Content. The Content provided by third parties on the Website shall not be deemed to endorse, recommend, approve, guarantee or introduce any third party. Whilst we have taken care in preparing the Content available through the Website, such Content is provided to You on an 'as is' basis.

6 Intellectual property

All trade marks on this Website are owned, or used under licence, by us. Nothing contained on the Website should be construed as us granting You any licence or right to use or reproduce any of these trade marks.

The Content is protected by copyright laws and is owned, or used under licence, by us.

You agree not to do any of the following (unless expressly permitted under these Terms or other terms in place with us):

(a) copy, post, publish, transmit, sell or redistribute the Content or any portion of it;

(b) modify or create derivative works from the Content; or

(c) access, monitor or copy any Content using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.

7 Unacceptable activity

You must not do any act that we would deem to be inappropriate or that is prohibited by any laws applicable to the Website, including:

(a) posting, uploading, emailing, transmitting, distributing, storing, creating or otherwise publishing through the Website any Unacceptable Content;

(b) breaching the privacy (including uploading private or personal information without an individual's consent) or other of the rights of individuals; and

(c) posting or transmitting to the Website any Content which is incorrect, false or misleading.

If we allow You to post any information to the Website, we have the right to take down this information at our sole discretion and without notice.

We are subject to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1)* in Australia and the *Anti-Money Laundering and Countering Financing of Terrorism Act 2009* and the regulations under that act in New Zealand ("**AML/CTF Laws**"). You must not put us in violation of the AML/CTF Laws knowingly. We may delay, block or refuse to process any transaction without incurring liability in order to comply with, and meet our obligations under, the AML/CTF Laws.

8 Termination

If you breach any provision contained in these Terms, we may, after providing prior written notice to You:

(a) temporarily suspend or disable the Website or Your access to the Website (or any part of the Website, including access to any Content); or

(b) permanently cease operating the Website;

except as may be otherwise provided under the separate terms referenced in clause 3 above.

9 Variation

We may vary or modify these Terms by posting the updated Terms on the Website. We vary or modify the features or functionality of the Website or modify any Content from time to time. We may notify you of any variation or modification of these Terms and you may expressly accept or reject such variation or modification. If you do not accept the amendments to the Terms, you will have the right to terminate any transaction you may have with Moomoo AU by providing notice in clause 21.

10 Links

This Website may contain links to third party websites (such as to Third Party Providers or to members of the Group). These links are provided for convenience only and may not remain current or be maintained. These links do not indicate any endorsement or approval by us of the third party websites or the products, services and information provided on such websites. Subject to clause 13, we are not responsible for the Content or privacy practices associated with linked websites. You acknowledge and agree that all access to and use of any such third party websites and use of the website's products, services and information is solely at Your own risk.

11 Cookies

(a) We generally use cookies to make a record of Your visits and track usage patterns. The information we may record includes:

(i) Your server address;

(ii) Your top level domain name;

(iii) the date and time of access to the Website;

(iv) pages accessed and documents downloaded (if any);

(v) the previous website(s) visited; and

(vi) the type of browser software in use.

(b) We use this information for various purposes, including:

(i) to manage and improve the Website;

(ii) statistical purposes; and

(iii) to determine whether You have previously used parts of the Website or to identify the pages You have accessed.

Personal information collected as a result of our use of cookies will be collected, held and used in accordance with our privacy policy, which is available here https://www.moomoo.com/au/disclosure/privacy-policy.

(c) You can choose if and how a cookie will be accepted by configuring Your preferences and options in Your browser. If You disable cookies on Your browser or device, You may not be able to fully experience all features of the Website.

12 Errors and defects

Subject to clause 13, we do not guarantee that access to the Website will be uninterrupted or error free. The operation and functioning of the Website are reliant on our own, and our technology and telecommunications partners', operational processes in respect of computers, computer networks and telecommunications. Disruptions to these processes may result in the Website being unavailable from time to time and You acknowledge that You may not be able to access the Website or Your Account or related services during such periods.

You must take Your own precautions to ensure that accessing the Website does not expose You to the risk of viruses, malicious computer code or other forms of interference or damage to data, hardware or software which arises in connection with Your use of the Website.

13 Liability

For Australian Individuals

Nothing in these Terms should be interpreted as attempting to exclude, restrict or modify Your rights to make a claim in respect of any consumer guarantees or other applicable provisions of the Australian Consumer Law. If You are a 'consumer' for the purposes of the Australian Consumer Law and the goods and services which we provide You in respect of Your access to and use of the Website are Non PDH Goods and Services, then our liability to You in relation to any claim relating to Your access to and use of the Website and the Content is limited, at our option to:

(a) the supplying of the relevant services again; or

(b) the payment of the cost of having the relevant services supplied again.

For New Zealand Individuals

Nothing in these Terms is intended to limit or exclude any of liability which cannot, by law, be limited or excluded. If You are a 'consumer' for the purposes of the Consumer Guarantees Act 1993, our liability to You for a breach of any guarantee under that Act is limited to the statutory remedies (if any) available for our breach or failure to comply with that guarantee.

For all users

If You do not access this Website and the Content as a consumer (as defined under the Australian Consumer Law or the Consumer Guarantees Act 1993 as applicable to You), then to the maximum extent permitted by law, we, any member of the Group or any of our officers, directors, agents, representatives, employees, service providers and contractors exclude all liability for any loss incurred by You, however caused (including by our negligence), in connection with Your access to and use of the Website and the Content. This clause applies even if we knew or ought to have known that the relevant loss would be suffered.

Subject to the above, and to the maximum extent permitted by law, Moomoo AU and any member of the Group or any of our officers, directors, agents, representatives, employees, service providers or contractors:

(a) do not make any representations, warranties or endorsements (express or implied) as to the accuracy, completeness, legality, suitability or reliability of the information contained on the Website and in the Content; and

(b) will not be liable in any way (including but not limited to liability for negligence) for any loss that You or others may suffer arising out of or in connection with Your use or access of the Website or the Content, or any omissions from the Content.

14 Indemnity

You agree to indemnify and hold us, the Group and our directors, officers, agents, representatives and employees harmless against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses (including without limitation legal costs on a solicitor-client basis) paid, suffered or incurred by use directly or indirectly as a result of us undertaking Your instructions in respect of any transaction, any failure by You to comply with these terms, any third-party claim against us caused by You. You do not have to indemnify us to the extent that the losses, costs, expenses, demands or liability were our own fault.

The indemnity in this clause 14 is a continuing obligation, which is independent of and separate from your other obligations, and survives termination of these Terms.

15 Force Majeure

We will not be liable for a failure in the performance of obligations under these Terms by reason of strikes, riots, fire, explosions, acts of God, epidemics or pandemics, war, governmental action or direction, telecommunications or internet outages or any other cause which is beyond our reasonable control.

16 Overseas access

The Website may be accessed throughout Australia, New Zealand and overseas, but it is intended to be used by individuals in Australia and New Zealand only. If You access the Website from outside Australia (for Australian individuals) and/or New Zealand (for New Zealand individuals), You do so at Your own risk. You are responsible for complying with the laws in the place where You access the Website.

17 Severability

If all or part of any one or more provisions of these Terms are judged void, invalid or unenforceable in all the circumstances, that portion will be severed to the minimum extent required and will not affect the validity or enforceability of the remaining provisions.

18 Recording of telephone calls

You authorise us to record any telephone conversation(s) between You and us, with or without an audible tone warning device. You acknowledge that any recording is our property and we reserve the right to charge you a cost recovery fee for access to a recording (subject to that fee being permitted under applicable law). You agree to record all relevant details of any conversation that You have with us, including the name of the operator and the date and time of the call, and You acknowledge that we will ask You for this information when You seek access to a recording.

19 Confidentiality

All information you receive from us or become aware of during any interaction with us in connection with the products and services contemplated under these Terms is confidential.

You must take reasonable steps to protect such confidential information from being accessed by unauthorised individuals or being used for any purpose other than the purpose of accessing our products and/or services stipulated under these Terms.

20 Dispute

If You believe that a Dispute has arisen, You must provide a written notice to us setting out full details of the Dispute to the contact details set out in clause 21.

You and we agree that any Dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceedings.

For Australian Individuals

If we have not resolved any Dispute with You, You and we agree to resolve such Dispute through binding arbitration in accordance with, and subject to, the Resolution Institute Arbitration Rules, with the arbitrator nominated by the Chair of Resolution Institute unless You and we agree upon the arbitrator.

For New Zealand Individuals

If we have not resolved any Dispute with You, or if You are dissatisfied with our response to the Dispute, You may refer the matter to Financial Services Complaints Limited (FSCL) by emailing complaints@fscl.org.nz or calling 0800 347 257. Full details on how to access the FSCL scheme can be obtained on their website https://fscl.org.nz/. There is no cost to You to use their services.

21 Notice

If You have a question, complaint or Dispute regarding the Website or the provision of our products or services, please contact us at:

Email: support@nz.moomoo.com

Post: Suite 5.01, Level 5, 570 George Street, Sydney, NSW 2000, Australia

22 General

(a) You may not assign Your rights or obligations under these Terms.

(b) All terms implied by law, except those that cannot be lawfully excluded, are excluded.

(c) No provision of these Terms will be construed to the disadvantage of us merely because we were responsible for the preparation of the Terms or the inclusion of the provision in the Terms.

(d) You must ensure that Your use of this Website complies with all applicable laws and regulations.

(e) These Terms are governed by, construed and enforced in accordance with the laws of New South Wales, Australia. Subject to clause 20, You may submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

23 Definitions

In these Terms, unless the context requires otherwise:

Content means any information, material and content on the Website, including information, guidelines, handbooks, data, text, designs, images, graphics, materials and audio visual material.

Dispute means a dispute arising out of or relating to the Website, any mobile applications and associated sites.

Group means the associated or affiliated entities of Moomoo AU.

Non PDH Goods or Services means goods or services which, for the purposes of the Australian Consumer Law, are not of a kind ordinarily acquired for personal, domestic or household use or consumption.

Terms mean these terms of use (as varied or updated by us from time to time).

Third Party Provider means a product or service supplied by a third party service provider which is not associated or affiliated with Moomoo AU or the Group.

Unacceptable Content means:

(a) content which is obscene, offensive, upsetting, defamatory, illegal or inappropriate, infringes or appears to infringe the intellectual property rights of any person or contravenes or appears to contravene any applicable laws, regulations or codes of conduct;

(b) content which is incorrect, false, misleading or defamatory; or

(c) files with any viruses, malicious code or other conditions which could damage or interfere

with data, hardware or software.

You or Your means any person who accesses the Website.