Investogain Pty Limited

Terms & Conditions

The use of our websites is subject to you agreeing to our Terms & Conditions. These websites are operated by Investogain Pty Limited (InvestoGain) under the primary domain names delisted.com.au, investogain.com.au, delisted.co.nz, investogain.co.nz (the "websites").

Content means any text, graphics, software, recommendations, newsletters, reports or any other form of information or advice made available to persons through the websites.

Your use of the content on the websites is governed by these Terms & Conditions and our Financial Services Guide, Product Disclosure Statements and Privacy Policy.

These websites Terms & Conditions are subject to change and InvestoGain may at any time, in its sole discretion amend, vary or modify them. We will notify you of these changes by posting notices on our websites.

Unauthorised use of the Websites and systems, including but not limited to unauthorised entry, misuse of passwords, or misuse of any information posted is strictly prohibited.

Contents

Access to the service

Content and materials

Membership and user conduct

Links to other sites

Worthless shares

Potential disruptions to service

Limitation of liability

Access to the service

- InvestoGain takes all reasonable steps to ensure its systems, including hardware and software is up to date.
- You agree to be solely responsible for the installation, operation and maintenance of the
 hardware and software necessary to access the Websites. We take no responsibility for the
 setup, compatibility or use of your own personal computer system and software.

- You alone are responsible for maintaining the secrecy and confidentiality of all identification and log-in information required to access the Websites. You agree to immediately notify InvestoGain if you become aware of any loss or theft or unauthorised use of your identification and log-in information.
- When you open any attachments to emails or download files from our Websites you should take normal precautions to protect your system against viral infection.
- InvestoGain has taken reasonable steps to ensure that the integrity of our computer networks is maintained, and that viruses are detected and eliminated. We maintain firewalls for those networks to which there is any external access and deploy current versions of virus detection software.
- Despite up-to-date virus detection software and other defensive measures, we are unable to guarantee that files and attachments are free from contamination or other defects. You should take your own precautions to protect your system against viral infection.
- InvestoGain reserves the right to terminate your access to the Websites without notice at its sole discretion for any reason whatsoever, including but not limited to the unauthorised use of your identification or log-in information or for a breach of these terms of use. In the event of a termination by us you agree that we shall have no liability to you.
- All disclaimers and limitations of liability by InvestoGain will survive termination, however, you will no longer be authorised to access the Websites.

Content and materials

- The Content on these Websites is provided for information purposes only and is provided "as is", "as available". While it is based on sources which InvestoGain considers reliable, its timeliness, accuracy and completeness cannot be guaranteed. InvestoGain, its directors, officers, employees, contractors and agents do not represent, warrant or guarantee, expressly or impliedly, that the content contained on these Websites is complete, adequate or accurate and expressly disclaim liability for errors or omissions in the content.
- InvestoGain does not accept any responsibility to inform you of any matter that subsequently comes to its notice which may affect any of the content contained on these Websites.
- Any dated information is published as of its date only, and InvestoGain does not undertake
 any obligation or responsibility to amend or update any such information.
- In agreeing to these terms of use you agree to use the content on these Websites in relation
 to your individual personal investment activities and not to modify, copy, forward, sell,
 reproduce, disseminate, distribute, republish, frame, upload to a third party, broadcast,
 post, circulate, transmit or otherwise distribute content from these websites to any other
 persons or use the content for any unlawful purpose.
- The content on these Websites has not been prepared by taking into account your specific investment objectives, financial situation and particular needs. It is a general information service only and is not intended as a substitute for financial advice. You should assess whether it is appropriate in the light of your own individual investment objectives, financial

- situation and particular needs. If you act or fail to act upon the basis of such content, you do so entirely at your own risk.
- Content on these websites does not constitute a recommendation to deal in any securities or other financial products.
- Copyright in the content on these Websites is owned or licensed by InvestoGain.

Membership and user conduct

- Free, prepaid and full membership constitutes your agreement to be bound by these terms
 of use and by accepting the Terms you agree that you may not rely on any content
 downloaded from our sites.
- Prepaid members are able to purchase credits and utilise those credits by downloading
 historical share prices and various reports. Our company policy is not to make refunds and
 the balance of your prepaid amount and its equivalent credit will always be valid for 24
 months from the most recent movement in your prepaid credit account.
- Members and users of these Websites agree not to post any comments to any section of
 these Websites that violate local, state, federal or international law, defame or abuse any
 third party or distribute copyrighted material. Specifically, you agree not to post indecent
 language or any expressions of discrimination, whether racial, religious, sexual or political.
 We have the right to remove any content whatsoever at our absolute discretion and need
 not provide a reason for so doing.
- Members and users of these Websites may view our sites and their contents using web browsers and electronically copy and print hard copies of parts of this site solely for personal, non-commercial use. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content of our site is strictly prohibited except insofar as it reproduced, modified, distributed, transmitted, republished or displayed in aggregated form only and with our express written authority. That authority may be sought by emailing admin@delisted.com.au. If published in aggregate form, attribution is to be given to Investogain Pty Limited.
- Members of these Websites and users who complete online forms, to dispose of securities
 or trace shares/find unclaimed entitlements, are taken to have consented to use of their
 contact email address for the purposes of providing information about products and services
 which we expect may be of interest to them. (If you don't want to receive such
 communications you can tell us by emailing admin@delisted.com.au).
- Members and users of these Websites agree that InvestoGain may, under certain
 circumstances and without prior notice, immediately terminate your access to these
 Websites. Cause for such termination shall include, but not be limited to breaches of
 applicable law, these terms of use or other incorporated conditions, agreements or
 guidelines.

Links to other sites

- The Websites contain many links to other websites operated by third parties ("Third-Party Websites").
- Any links to Third Party Websites are provided only as a convenience to you for the sole
 purpose of directing you to sites which may contain information on topics that may be
 useful to you.
- You acknowledge that such Third-Party Websites are not under the control of InvestoGain.
 We make no representations or warranties, either express or implied, concerning the content of Third-Party Websites including the accuracy, timeliness, reliability, completeness or suitability of the content on these sites. Access to any link is entirely at your own risk.
- InvestoGain does not warrant that Third-Party Websites or content are devoid of viruses, defects or other contamination or are free from any claims of copyright, trademark, or other infringement of the rights of third parties.
- Links to Third-Party Websites do not imply any endorsement of or responsibility for the products, services, opinions, ideas or information offered at such sites, or any representation regarding the content at such sites.

Worthless shares

- InvestoGain, trading as deListed, provides a service of acquiring securities from clients that
 are unable to otherwise be disposed of on a stock exchange. In utilising that service, you
 consent to the provision of transaction details in paper form or at online website pages
 operated by InvestoGain.
- You confirm that you have the capacity to sign as seller(s) or on behalf of the seller(s) of the securities specified in the paper form or at online website pages operated by InvestoGain.
- You warrant that the securities are fully paid and not subject to any encumbrances or restrictions on transfer, such as pre-emptive rights in favour of a third party.
- When signing at online website pages operated by InvestoGain you consent to the provision
 of your signature in electronic form by typing it into the online web page and you
 understand and agree that your electronic signature is the equivalent of a manual written
 signature.
- You agree to hold the securities on trust for InvestoGain until InvestoGain obtains
 registration of the transfer of the securities and if for any reason registration of the transfer
 is not obtained, you acknowledge the right of InvestoGain to receive any return of capital or
 revenue distribution or dividend attaching to the securities whether the transfer has been
 registered or not.
- You agree that in the event the CHESS subregister is closed, InvestoGain may use the previous HIN as a proper reference for identification purposes.

- You agree that in the event the Issuer's name changes or its code changes or the securities are consolidated prior to registration of the transfer, InvestoGain may add the new details to the transfer, and they shall be valid for the purposes of registration.
- You agree that InvestoGain may make non-substantive changes to the transfer including to the registered name or to the registered address of the seller.
- You agree to provide upon request whatever transfer details are required to give effect to registration of the transfer including corrections to or changes to a HIN, SRN, registered name, registered address or number of securities.
- You agree to providing InvestoGain with the equivalent signed documents and certified ID originals within two weeks, if they are subsequently requested.

Potential disruptions to service

- InvestoGain does not warrant or guarantee that your access to our Websites or Third-Party Websites will be uninterrupted or error-free.
- InvestoGain will not be liable for any damage, liability, claim, expense or loss whatsoever
 resulting from any delay or limitation in operation or transmission, virus, malicious code,
 defect, communications failure, Internet access difficulties or malfunction in equipment or
 software.
- Access to our Websites may from time to time be limited, delayed, unavailable or slow due to factors beyond our control.

Limitation of liability

- To the extent permitted by law, InvestoGain and its respective directors, officers, employees, contractors and agents disclaim all responsibility to you for any loss, liability, claim, expense (including but not limited to legal costs and defence or settlement costs) or damage whatsoever, whether consequential, special, incidental or indirect (including but not limited to loss of profits, trading losses and damages that result from delay, loss or inconvenience) arising out of or in connection with the Content on the Websites and/or any omissions from the Content whether in contract, tort (including negligence), statute or otherwise and even if InvestoGain has been advised of the possibility of such damage or loss.
- Liability of InvestoGain and its respective directors, officers, employees, contractors and
 agents for a breach of a condition or warranty implied by law or otherwise, and which
 cannot be excluded, is limited to the extent possible, at InvestoGain's option, to the supply
 of the services again or the payment of the cost of having the goods or services supplied
 again.