

FinCap – General Terms & Conditions

General

FinCap Custodians Australia Pty Ltd (ACN 642 464 284) (**FinCap Custodians**) holds Australian Financial Services License number 540 419. FinCap Australia Pty Ltd (ACN 614 590 466) (**FinCap**) is a Corporate Authorised Representative of FinCap Custodians.

FinCap's terms and conditions, set out below (**Terms and Conditions**), govern your use of:

- the FinCap website located at www.fincap.com.au (**Website**).
- the FinCap Online Investment Platform (**OIP**) located at <https://www.registrydirect.com.au/>
- any investment offered on the OIP by FinCap Custodians (a **FinCap Fund**); and
- any investment offered by a third party and made available to you on the OIP (**Third Party Fund**).

The Terms and Conditions form a binding agreement between FinCap and you in relation to same.

The terms 'we', 'us' or 'our' refer to FinCap, and/or FinCap Custodians, in their personal capacity or as the trustee or manager of a FinCap Fund, either collectively or individually, as the context requires.

Each FinCap Fund and Third-Party Fund is a 'Fund'.

Please read the Terms and Conditions carefully before using the Website, signing up to the OIP or investing in a Fund. If you have any questions, please contact us. By using the Website, you acknowledge and agree that you have read and understand all of the Terms and Conditions, the Privacy Policy at www.fincap.com.au/privacy and any other documents referenced herein and that you agree to be bound by them. If you do not agree with the terms set out in the Terms and Conditions or the Privacy Policy, you should not access or use the Website, sign up to the OIP or invest in a Fund, and refrain from using any services offered by us.

FinCap may, from time to time and without notice, amend the Terms and Conditions (or any other documents referenced herein). Any such amendments will be posted on the Website and will take effect immediately after such posting. If you do not accept such amendments to the Terms and Conditions, you must stop using the Website and the OIP and refrain from using any services offered by us. By using the Website, the OIP and by investing in a Fund, you agree that the then-current version of the Terms and Conditions (including any amendments effective at that time) applies to you.

FinCap reserves the right to modify, discontinue or disable the Website or the OIP or any part of them (on a permanent or temporary basis) at any time. While FinCap will, where reasonably practicable and possible, endeavor to provide you with prior notice of such modifications, discontinuations or disabling, you agree and accept that it may not always be possible to provide you with such prior notification and that in such circumstances we are not liable to you for any resulting loss.

FinCap may assign its obligations under the Terms and Conditions provided that the relevant assignee undertakes to perform all of FinCap's obligations herein.

Electronic communications

To the extent possible we choose to carry out transactions by means of electronic communication in accordance with the *Electronic Transactions Act 1999* (Cth) and any regulations. You consent to using electronic means to form, or agree, or agree to, or bind you to, legal obligations in relation to the OIP, this Website and any relevant Fund (as applicable). Therefore, where you indicate through electronic means your agreement to, or acceptance of, terms and conditions, offers and other documents, you will be taken to have agreed to, or signed them.

Where we are required, by law or otherwise, to provide you with any documentation, you consent to the provision of that document electronically through the links on this Website or any other electronic means we choose to use. You must regularly check your email, the Website and the OIP for any documents. You may withdraw your consent to the giving of documents by electronic communication at any time by emailing us at info@fincap.com.au. We suggest that you print a copy of important documents, or file them electronically, for future reference.

The OIP

The OIP is provided to FinCap by Registry Direct Pty Ltd. (ACN 160 181 840) (**Registry Direct**) and FinCap provides the OIP to you. FinCap has engaged Registry Direct to provide certain administrative services in relation to the OIP.

These Terms and Conditions constitute an agreement by FinCap to provide the OIP to you. Registry Direct is not a party to this agreement.

Access to certain features and content on the Website require you to be signed up to the OIP.

FinCap will only provide the OIP to users who meet its eligibility criteria (refer to the section below headed 'Eligibility' in these Terms and Conditions). Investment in a Fund is only available to you once you have successfully signed up to the OIP.

Please be aware that whilst FinCap and its associates will not be bound to provide you with services prior to you signing up to the OIP, your use of the Website prior to that point (e.g. any browsing activity of the publicly accessible portions of the Website) will remain subject to these Terms and Conditions. For the sake of clarity, we note that successful access to the OIP does not guarantee your investment in a Fund will be accepted.

FinCap Funds

If you choose to invest in a FinCap Fund, you will invest in an unregistered and unlisted unit trust established in Victoria. FinCap Custodians is the trustee of each FinCap Fund. FinCap's Funds invest in a range of assets and may invest through interposed unit trusts, as FinCap Custodians sees fit. Each FinCap Fund may have a separate investment strategy. You can select which FinCap Fund you would like to invest in by clicking on the appropriate links on the website. Each FinCap Fund will have a term sheet and that term sheet will contain specific terms applicable to the relevant FinCap Fund.

Third Party Funds

If you choose to invest in a Third Party Fund managed by FinCap (each a FinCap Fund), you will invest in an unregistered and unlisted unit trust established in Victoria, unless otherwise indicated in the applicable Fund Documents. Each Third Party Fund may invest in a range of assets and may do so through interposed unit trusts, as the issuer of the Third Party Fund sees fit. Certain Third Party Funds may have a trustee and investment manager that is not FinCap Custodians or FinCap, and this will be made clear to you in the Fund Documents relating to that Third Party Fund. Each Third Party Fund may have a separate investment strategy and make decisions as the trustee of the Third Party Fund sees fit. You can select which Third Party Fund you would like to invest in by clicking on the appropriate links on the website. Each Third Party Fund will have a term sheet and that term sheet will contain specific terms applicable to the relevant Third Party Fund.

Stapled Funds

A FinCap Fund or Third Party Fund may be stapled to one or more other Funds (Stapled Fund). Where a Fund is also a Stapled Fund, you will, by clicking on the appropriate links on the website, be deemed to give your consent to invest in each of the stapled vehicles indicated as forming part of the Stapled Fund in the Term Sheet and the Term Sheet will apply for Stapled Fund unless otherwise described. A reference in these Terms and Conditions to a Fund includes a reference to a Stapled Fund as applicable.

Investments on the OIP

The terms of your investment in any Fund on the OIP are governed by:

- these Terms and Conditions;
- the term sheet for the relevant Fund or Series (**Term Sheet**);
- any loan documents associated with an investment in a Fund referred to in a Term Sheet;
- the application form or other subscription document (if applicable) for the relevant Fund or Series (**Application Materials**); and
- the trust deed for the relevant Fund (**Trust Deed**),

(together the **Fund Documents**).

The Fund Documents must be read carefully before you make a decision to invest. Copies of the Fund Documents will be made available on the Website or on request. It is only after the point in time when you agree to the Application Materials, cleared funds and any relevant supporting documents are received by the trustee of the relevant Fund (the Trustee), and the Trustee, in its absolute discretion, accepts your offer to invest, that the Trustee will issue interests (being units, partnership interests or other interests in the Fund (as the case may be) in that Fund to you. If the Trustee rejects your offer to invest, your application will be returned to you without interest. Any investment in a Fund is subject to allocation which means that the Trustee reserves the right to return your funds or a portion of your funds. For specific details on the unit price of your investment in a Fund and fees associated with your investment, refer to the Term Sheet for the relevant Fund or Series. Any investment in a Fund is subject to the eligibility criteria (refer to the section below headed 'Eligibility' in these Terms and Conditions). Following investment, the Trustee will provide you an electronic confirmation of your units

and price paid. By clicking 'I agree', you agree to be bound by the Fund Documents and meet all obligations in those documents in a timely manner.

If there is any conflict or inconsistency between the provisions of the Term Sheet, the Trust Deed and these Terms and Conditions, the terms of the Trust Deed will prevail to the extent of the conflict or inconsistency.

By investing in a Fund on the OIP, you agree and acknowledge that:

- you will only obtain exposure to the investments held by the relevant Fund or, in the case of a Series, the interposed unit trust corresponding to, the Series you have invested in;
- the Trustee may act in the acquisition and disposal of any asset held by a Fund on behalf of other persons;
- you authorise the Trustee to deal with any asset and any other funds it manages as an undivided whole, to the extent necessary for the efficient management or administration of the asset, subject to the Trustee maintaining systems and records that distinguish the asset from the property of any other person;
- the Trustee may issue, buy, sell and otherwise deal in assets of a Fund as trustee or on its own behalf, and may be paid commissions or other payments in respect of such assets. Such dealings may affect the value of the asset that underlies the relevant Fund. You acknowledge that the Trustee may have a conflict of interest in these circumstances and accept that the Trustee will avoid conflicts where possible and will otherwise manage them appropriately as required by law;
- you undertake that your investment is not being made with funds that are the proceed of crime, money laundering or any other fraudulent activity;
- FinCap Custodians and its associates reserve the right to reject your application for the OIP in our sole discretion without having to give any reason;
- the Trustee reserves the right to reject your application for any investment in a Fund in its sole discretion without having to give any reason;
- you must pay all amounts due in relation to any investment in a Fund (including any fees if applicable) by the due date;
- any payments owing to us must be paid by BPAY, direct credit or direct debit;
- you are a Wholesale Client (as defined in the *Corporations Act 2001* (Cth) (**Corporations Act**));
- if you commit capital to a Fund (**Capital Commitment**) under the terms of the relevant Fund Documents:
 - your Capital Commitment will be called in instalments (**Capital Calls**) by notice from the Trustee in accordance with the Fund Documents and payments of amounts due will be in accordance with the Fund Documents;
 - you unconditionally and unequivocally commit to pay the full amount of the Capital Commitment;
 - if you fail to pay any Capital Calls when determined and requested by the Trustee, interest on the unpaid instalment will be charged to you and your units may be forfeited in which event monies paid up previously by you may be entirely forfeited in accordance with the Fund Documents; and
 - you have the financial capacity to hold the units for the term of the relevant Fund, bear associated risks and obligations and otherwise meet all Capital Calls;
- in respect of an investment in a Fund or Series:

- the investment is speculative and subject to material risk including loss of all invested capital and an obligation to pay any Capital Calls
- the investment may be illiquid – redemptions from a Fund or Series may not be permitted under the Fund Documents and there may be no established secondary market for units in a particular Fund or Series; and
- there can be no expectation of returns other than through the distribution of proceeds (if any) from the realisation of portfolio investments, and you have taken this into account before deciding to invest;
- you have relied in every respect on your own independent investigation, enquiries and appraisals in deciding to invest and you have had the opportunity to obtain independent financial, taxation, legal, and investment professional advice;
- neither FinCap nor any of its associates or their officers, directors, employees, advisers, nor the manager of any Fund (**Manager**) or their officers, directors, employees, advisers or associates (**Relevant Persons**) have provided any financial product advice in connection with any Fund or made any representations or warranties in connection with a Fund or the performance of a Fund or Series (or any investment made by a Fund) other than those (if any) contained in the Fund Documents; and
- you have not relied or acted on the contents of any representation (including investor presentation), statement, warranty, promise, undertaking, agreement or other information, whether made expressly or implied, by any Relevant Person or purported to have been given on behalf of the Trustee or Manager, except as expressly set forth (if at all) in the Fund Documents. You understand that no person has been authorised by FinCap, its associates or the Manager to furnish any such representations or other information.

The secondary market (only if made available)

If made available and to the extent permitted in the Fund Documents in respect of the relevant Fund or Series, you may give us an order to buy or sell your units by clicking the 'Buy' or 'Sell' buttons on the Website. In doing so, you agree and acknowledge that:

- you must provide us with any information that we reasonably request in order to place your order on the Website;
- you must ensure the accuracy and completeness for your orders and that we are not responsible for any loss resulting from inaccurate or incomplete orders;
- we may act on your orders (including any orders we believe to be from you or a person authorised to place such orders in our absolute discretion);
- we can act on incomplete or unclear orders if we reasonably believe we can correct the information without referring to you;
- we can act on conflicting orders and determine the order of acting if you place multiple orders with us;
- we may not act on any order if we are unable to verify it by contacting you;
- we may reject or refuse your order in our sole discretion without any explanation, but that where lawful, we will notify you of the refusal as soon as practicable;
- there may be a delay between when we receive your order and when we act on it;
- we are not responsible for any delays or errors in the execution of your orders;
- we are not responsible for prices quoted on the Website;

- we are not responsible for your order being fulfilled once it is placed and in circumstances where your order is not fulfilled, we are not liable to you for any resulting loss;
- we will not act on any order until and unless we have received any required cleared funds;
- we are not operating a financial market for the purposes of the Corporations Act and accept your sell and buy orders as principal;
- you will indemnify us against all costs incurred in relation to your order (unless that cost is incurred as a result of our gross negligence, fraud or wilful misconduct);
- you agree and acknowledge that we provide this feature on a reasonable endeavours basis only and have no liability to you whatsoever for your use of this feature, the price you obtain or any loss you may incur; and
- you agree and acknowledge that an order is not complete until cleared funds have been received in account and we have provided you with a final confirmation.

General Advice Only

The Website and the OIP have been prepared by FinCap for general promotional purposes only and do not constitute an offer to sell or solicitation to buy any financial product. While all reasonable efforts have been made to ensure that the information and content contained on the Website and OIP is accurate and up to date, it has been prepared without taking account of your objectives, financial situation or needs. Consequently, before acting on the information on this Website or the OIP, you should consider the appropriateness of the information in view of your own objectives, financial situation and needs.

Neither FinCap nor any of its associates makes any representation or gives any advice in respect of any financial, investment, tax, legal or accounting matters in any jurisdiction including in relation to the suitability of any financial product to investors. Neither FinCap nor any of its associates, agents or subcontractors shall be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits arising in any way from, including but not limited to:

- (i) the information provided on the Website or the OIP;
- (ii) the modification or misuse of information on the Website or the OIP; or
- (iii) claims of third parties in connection with the use of the Website or the OIP.

You must not use the Website or OIP:

- to collect any personal information on other individuals or to upload personal information of other individuals, including their names, address, phone number or any other identifying information; or
- for any unlawful purpose.

You and your associates must not violate, attempt or procure another person to violate the security of the Website or the OIP. You must not hack into the Website, FinCap or its associate's computer systems or the computer systems of other users of the Website or OIP.

'Hacking' means unauthorised access, malicious damage and/or interference and includes, without limitation, spamming, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website.

If you breach the terms of these Terms and Conditions, FinCap or its associates may (in their discretion, and without limiting the remedies available to FinCap or its associates in any way) terminate its agreement with you, terminate your subscription to the OIP or bar you from accessing the Website on a temporary or permanent basis.

Neither FinCap nor its associates takes any responsibility for the accuracy of information contained in the virtual data room.

Eligibility

Unless stated otherwise, the OIP and any investment in a Fund are only available to investors who:

- are Australian residents; and
- are Wholesale Clients; and
- who are fully registered with FinCap.

A Wholesale Client is a person who falls within that meaning under section 761G of the Corporations Act.

Full registration includes verification of your identity and confirmation of your Wholesale Client status being completed to our satisfaction.

Username and passwords

You can play an important role in keeping your personal information secure by setting an appropriately complex password and maintaining the confidentiality of any password used on the Website or OIP. Please notify FinCap immediately if there is any unauthorised use of your OIP access by any other internet user or any other breach of security.

You are responsible for the security of your username and password (or other log-in information) and you take responsibility to ensure the confidentiality of this information.

Intellectual Property Rights

The Website and OIP and all content contained on the Website and OIP (including without limitation all text, graphics, icons, advertisements, photographs, databases, trade marks and other information contained on the Website (other than Third Party Content)) (**FinCap Content**) and all intellectual property and similar rights that subsist in the Website and FinCap Content are owned and operated by FinCap or its third party licensors and suppliers. Nothing in these Terms and Conditions constitutes a transfer of any intellectual property rights.

Subject to these Terms and Conditions and all applicable laws and regulations, FinCap grants you a non-exclusive, non-transferable, personal, limited licence to download, access, view, use and display the FinCap Content which FinCap makes available to you from time to time on the terms and conditions set out in these Terms and Conditions.

You must not do anything which breaches or otherwise interferes with FinCap's intellectual property rights or the intellectual property rights of any of FinCap's third party licensors. You may not distribute, reproduce, publish, alter, modify or create derivative works from any

FinCap Content without the prior written permission of FinCap or the relevant third party licensor or exploit such contents for commercial benefit.

All rights not expressly granted are reserved by FinCap and its associates.

Privacy

By using the Website, you agree to provide true, accurate, current and complete information about yourself, and your accounts maintained at third party websites and you agree to not misrepresent your identity or your account information held with third party account providers. You also represent that, if you are acting on behalf of a company or other body, that you are authorised to provide information about that body to FinCap, that the information you provide is true, accurate, current and complete and that you are authorised to bind that body to these Terms and Conditions and, if applicable, the Fund Documents.

By using, and continuing to use the Website, you authorise FinCap and its service providers (**Service Providers**) to access third party websites designated by you, on your behalf, to retrieve information requested by you in order to facilitate the provision of services by FinCap. For that sole purpose only, you hereby appoint FinCap and each Service Provider as your agent, with full power of substitution and resubstitution, to access third party websites, servers or documents, retrieve information, and use your information, all as described in this clause, with the full authority to do and perform anything necessary to be done in connection with such activities, as fully to all intents and purposes as you may or could do in person.

You acknowledge and agree that when FinCap or a service provider accesses and retrieves information from third party websites, FinCap and any service provider are acting as your agent.

You agree that third party account providers are entitled to rely on the foregoing authorisation and agency granted by you solely for the purpose set out in this clause.

Any personal information collected by FinCap through the Website, or otherwise collected by or on behalf of FinCap, will be dealt with in accordance with the FinCap Privacy Policy.

Third Party Activities

The Website may contain links to third party websites where content is not controlled by FinCap (**Linked Sites**).

Links to Linked Sites are provided for convenience only. The appearance of a link to a Linked Site does not imply FinCap's endorsement of that Linked Site or any content created or uploaded by a party other than FinCap, including all text, graphics, icons, advertisements, photographs, databases, trade marks and other information created and/or uploaded by such a party (**Third Party Content**). FinCap has no control over and is not responsible for any Linked Site or any Third Party Content.

You access Linked Sites at your own risk and, to the full extent permitted by law, FinCap disclaims all guarantees and warranties, express and implied, as to the accuracy, value, legality or otherwise of any materials or information contained on such Linked Sites and in Third Party Content.

Your use of Third Party Content (including, without limitation, that featured on Linked Websites) may be subject to a third party's terms and conditions of use. It is your responsibility to check and comply with such terms.

Liability

To the full extent permitted by law, FinCap and its associates exclude all representations, warranties, guarantees, terms and conditions, whether express or implied (and including, without limitation, those implied by statute, custom, law or otherwise), except as expressly set out in these Terms and Conditions.

To the full extent permitted by law, the Website, the OIP and the FinCap Content is provided to you 'as is' and on an 'as available' basis, without any representation or endorsement made and without warranty or guarantee of any kind (whether express or implied). This means that FinCap does not guarantee continuous, uninterrupted or secure access to the Website or OIP or that its servers are free of computer viruses, bugs or other harmful components or that defects will be corrected. As a result, you may at times experience disruption or other difficulties in using the Website. You should consider the potential for disruption or other difficulties in planning your use of the Website. To the extent permitted by law, FinCap has no liability to you whatsoever for loss or costs of any kind you suffer as a result of or in connection with any disruption or other difficulties in using the Website or OIP.

To the full extent permitted by law, and except where the relevant liability arises from FinCap's unlawful actions, neither FinCap nor any party involved in creating, producing or delivering the Website or OIP accepts any liability for the accuracy, timeliness or completeness of the information contained on the Website (including information included in the virtual data room) or OIP or any responsibility for any errors or omissions in the content on the Website or OIP.

To the full extent permitted by law, and except where the relevant liability arises from FinCap's unlawful actions, FinCap excludes all liability to you for any damages or loss (including without limitation direct, incidental, indirect, consequential, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue, profit, or loss or corruption of data) arising out of your access to, or use of, or inability to use or access the Website or otherwise in connection with:

- your use of, or reliance on, the Website or OIP (or any of the FinCap Content, Linked Site or Third Party Content) however caused (including, without limitation, damage or loss arising in contract, tort (including, without limitation, negligence), statute or otherwise));
- the accuracy, timeliness, credibility, quality, utility or completeness of the information contained on the Website or OIP; and/or any errors or omissions in the content on the Website or OIP, whether or not FinCap is aware of such errors or omissions.

Certain legislation including the Australian Consumer Law, may imply warranties or conditions or impose obligations, remedies or guarantees which cannot be excluded, restricted or modified except to a limited extent. Such legislation may, for example, impose non-excludable guarantees that goods are of acceptable quality or that services will be rendered with due care and skill (with certain remedies available to consumers for certain breaches of such guarantees). To the extent that such legislation applies, these Terms and Conditions must be

read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of these Terms and Conditions, to the extent that FinCap is entitled to do so, FinCap limits its liability pursuant to such provisions for any goods to the replacement, repair or refund of the cost of goods, or for services, to the re-supply or the payment of the cost of having the services supplied again.

You agree to fully compensate FinCap, its associates and their officers, employees and agents from and against reasonable liability, loss, damage, costs and expense (including, without limitation, reasonable legal expenses on a reasonable basis) and penalties incurred or suffered by any of them arising out of:

- your material breach of the Fund Documents (noting that a material breach will include, without limitation, a breach of a representation, obligation or warranty);
- any misuse or use of FinCap Content in breach of the Fund Documents; and
- any act of fraud or wilful misconduct by or on behalf of you.

The obligations to compensate for losses incurred by FinCap, its associates and their officers, employees and agents in these Terms and Conditions are continuing obligations of the parties, separate and independent from their other obligations and survive termination of these Terms and Conditions and absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party that is obliged to provide the compensation.

Anti-Money Laundering

In accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (**AML/CTF Act**), we are required to identify, and verify the identity of, new investors (and in certain circumstances, existing investors) in a Fund. In order to do this, we must collect certain information (and documentation) from each investor. If you do not provide this information to us, we will not process your application and in these circumstances, will not be liable to you for any resulting loss. We may be required to collect further information from you in accordance with our ongoing customer due diligence obligations under the AML/CTF Act.

We are obliged under the AML/CTF Act to take and maintain copies of any information/documentation collected from you and, in certain circumstances, may be required to disclose said information to the Australian Transaction Reports and Analysis Centre (**AUSTRAC**) or other government bodies. We may be prohibited from informing you of such disclosure. Aside from disclosures permitted or required under the AML/CTF Act, we will keep your information confidential in accordance with relevant legislation.

By investing in a Fund, you are acknowledging that we may, in our absolute discretion, not issue units to you, cancel any units previously issued to you, delay, block or freeze any transaction or redeem any units issued to you if we believe it necessary in order to comply with our AML/CTF legislative obligations. In these circumstances, we will not be liable to for any resulting loss. It is an offence to provide false or misleading information to us.

General Acknowledgements

By applying for the OIP and/or investing in a Fund:

- You undertake that you are a Wholesale Client and you agree to provide all documents and information we reasonably request for the purposes of verifying your status as a Wholesale Client.
- You undertake that you are authorised to provide the information made available to us, and that if you are providing information on behalf of a corporation or other body, that you are authorised to bind that body to these Terms and Conditions and, if applicable, the Fund Documents.
- You undertake that you have read and understood all relevant Fund Documents.
- You consent to receive any and all advice, documents, information, or other communications from us electronically through text message, the Website, email or otherwise over the internet.
- You agree that you will use the Website for all transactions in respect of the OIP or a Fund (unless we require otherwise).
- You agree and acknowledge that we will use your personal information to send you messages containing important information about the OIP. These messages are an important part of the service that we provide to you, and will be sent to you as long as you are signed up to the OIP. You cannot opt-out of receiving these messages.
- You warrant that:
 - if you are acting as a trustee, you have authority to enter into these Terms and Conditions, apply for the OIP and invest in the Fund;
 - if you are acting as a corporation, you are validly constituted and your principal place of business is in Australia;
 - if you are a natural person, you are an Australian Wholesale Client resident in Australia;
 - it is not unlawful for you to enter into these Terms and Conditions, apply for the OIP or invest in the Fund;
- You acknowledge and agree that the Trust Deed will prevail in the case of any inconsistency between it and these Terms and Conditions.
- You acknowledge that you may only terminate your access to the OIP by contacting us by email.
- You acknowledge and agree that any person listed as a certified investor in relation to your OIP access can provide binding instructions and that we can act on the instructions of any of those persons.
- You acknowledge that all of your dealings on the OIP and in relation to a Fund are subject to our obligations under the Corporations Act and AML/CTF Act and any other applicable legislation.
- You agree and acknowledge that we may pay referral fees to related bodies corporate or third-party entities in relation to your investment in any Fund.
- You acknowledge and agree that you must review as soon as possible any and all confirmations of transactions sent to you. Confirmations shall be binding upon you, unless you inform us electronically or in writing within 2 business days of receipt that there is an error or discrepancy.
- You acknowledge and agree that we make no guarantee that your investment will be successful - we will use our best endeavours to ensure that your investment is made in a proper and efficient manner.

Risk Warning

By accessing the Website and investing in a Fund on the Website or OIP, you acknowledge that you understand and accept the risks involved in any investment.

FinCap, its associates and their officers, employees and agents make no representation about, nor give any guarantee of, future performance, future profitability, payment of dividends or return of capital in respect of any Fund on the Website or OIP.

Any statements, opinions, projections, forecasts and other material (forward looking statements) are based on various assumptions. Those assumptions may or may not prove to be correct. None of FinCap, its associates, their officers, employees, agents, advisers or any other person named in on the Website or OIP make any representation as to the accuracy or likelihood of fulfilment of any forward looking statements or any of the assumptions upon which they are based.

We recommend that you assess your appetite for risk independently and consult with your tax, legal and/or financial planning advisors before making a decision to invest through the Website.

Governing law

These Terms and Conditions are governed by the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Contact us

If you would like to know more about our services, or have any queries, please contact us.

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