shareme up

ShareMeUp Terms and Conditions

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MUFG Pension & Market Services
A member of MUFG, a global financial group

MUFG

Terms and Conditions

WHAT IS SHAREMEUP?

ShareMeUp is an online investment platform that helps users ("you") to invest in different financial products. Using ShareMeUp, you can invest in financial products of issuers listed on the NZX Main Board ("Issuer").

ShareMeUp enables purchases of financial products on a one-off or recurring basis. Through our website, you can select the financial products that you want to invest in and ShareMeUp will then instruct a broker to order those financial products on your behalf (the "Service") which will then be registered in your name.

This document sets out the terms and conditions which govern the Service. By using our Service, you agree to these terms and conditions. You also agree to comply with all applicable Laws when using the Service.

ShareMeUp is provided by Pacific Custodians (New Zealand) Limited (4580280) ("we", "us" or "our"), a wholly owned subsidiary of MUFG Pension & Market Services (NZ) Limited (1582925) ("MPMSNZ").

HOW DOES OUR SERVICE WORK?

1. Visit ShareMeUp

To invest through ShareMeUp, you'll first need to visit www.sharemeup.co.nz.

Please note from time to time we may schedule service outages to provide updates and upgrades to keep the Service running smoothly.

2. Open an Account

The ShareMeUp website will explain how to open an Account.

You must meet our criteria to open your Account and keep it open.

You must:

- be 18 years or older;
- live in New Zealand;
- hold investments individually, and not as a joint holding or company or trust;
- let us know if you are, or you later become, a Prescribed Person (in which case we may decide to not let you open an Account, or to suspend or close your Account);
- only use the Service for your own personal investments, and not for any business purpose; and
- comply with all applicable Laws when using our Service.

If you are an employee of an Issuer featured on ShareMeUp, or otherwise subject to an Issuer's Security Trading Policy (or equivalent), you agree not to use the Service in a way that will breach that policy.

Please note that at this time to set up a ShareMeUp Account you must be an individual holder and the beneficial owner of the financial products that will be acquired through the Service.

You must complete all parts of the application. You confirm that any information you give us is accurate and complete. If your information changes at any time, you agree to tell us immediately.

Anti-Money Laundering Requirements

Pacific Custodians (New Zealand) Limited is a reporting entity under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and so we have to identify you and verify your identity before we commence a business relationship with you. Where possible, we electronically cross check the NZTA database for driver licence holders and/or the DIA database for New Zealand passports and New Zealand

birth certificates to verify your identity. We also attempt to confirm your address using the NZTA Motor Vehicle Register, LINZ land registry database, Whitepages database, or Equifax credit bureau database.

By providing the identify information we request, you consent to our cross-checking these databases. If we cannot verify your information, for example because you have recently moved house, or do not have current documents, one of our investor service team will call or email you to assist with next steps.

Tax Information Reporting Requirements

Pacific Custodians (New Zealand) Limited is also required to identify if you are 'a tax resident' in any countries (other than New Zealand) under the OECD Common Reporting Standard (CRS) and/or the Foreign Account Tax Compliance Act (FATCA). If you are a tax resident in any other country, we may be legally obliged to report your information, along with information relating to your Account and wallet, to the New Zealand Inland Revenue who may share that information with tax authorities in the relevant country, including the United States Internal Revenue Service.

By providing the tax information we request, you consent to us reporting such information to the Inland Revenue which may exchange such information with tax authorities of another country/jurisdiction or countries/jurisdictions in which you may be tax resident pursuant to agreements to exchange financial account information.

We also need to ensure that we hold accurate and up to date information about your tax residency. Accordingly, you also agree to notify us immediately if there is any change in any information that you have given us, including any change in circumstances, which affects your tax residency status and agree to provide us with such details of the changes as we may request.

Please note we don't have to open an Account for you or provide any reasons for not doing so.

3. Top up your wallet

Once your Account has been set-up you will need to make funds available in your wallet before you can invest.

Where you use a BlinkPay payment service to transfer funds to your wallet, your payment instruction is an authorisation from you for us and/or Blink Pay NZ Limited ("BlinkPay") to act upon that instruction, to contact your bank account provider or card issuer to initiate that payment using the information provided in your instruction, to initiate the transit of the relevant funds and to receive information from your bank account provider or card issuer in relation to that payment. You acknowledge that we and BlinkPay will rely upon that instruction, and will use and disclose the information you provide to the extent necessary for that purpose. Neither we nor BlinkPay are required to query or confirm any instruction with you, but we or BlinkPay may choose to do so. Neither we nor BlinkPay are required to take any additional steps to verify an instruction you provide.

Your bank account provider or card issuer may decline to act on a payment initiation instruction where they have good reason to do so or otherwise in accordance with their terms and conditions.

We and BlinkPay will not be liable for any loss or damage you incur where we or BlinkPay:

(a) act on an instruction made by you;
(b) act on an instruction that is unauthorised, forged or fraudulent; or
(c) decline to act or delay acting on an instruction for any reason.

Funds will be drawn down from your wallet by ShareMeUp according to any investment instructions you provide; this may be a one-off instruction or on a recurring basis depending on your preference.

4. Select an investment

Visit the "Investments" section of the website. Setting up an investment requires you to first select the financial product (if more than one financial product for that Issuer is offered through the Service) and then specify the amount you wish to invest.

You can select an investment amount equal to or greater than the last closing price the financial product up to a maximum value of $50,000 worth of financial products in any of the Issuers listed. However, if you do not already own financial products in an Issuer, your first investment ("initial investment") in that Issuer must be at least $250.

After your initial investment, you may reduce your investment to an amount equal to or greater than the last closing price the financial product up to a maximum value of $50,000.

Please note that Issuers do have the right to reject an investment where you will hold less than a Minimum Holding of $1,000. If this occurs, we will contact you.

For recurring investments, once your financial products have been chosen, you must choose the frequency with which your chosen investments will recur – you can choose weekly, fortnightly, four weekly or monthly.

You may adjust the frequency of your chosen investments or suspend them at any time. Changes to your investments made less than 1 business days before the date on which debits are scheduled to be made (which is the next scheduled recurring investment date or the immediately following business day where the investment is a one-off investment) may not be reflected until the next scheduled date on which your chosen investments are processed.

5. We process your investment(s)

Once your investments have been set up as outlined above, we will draw down the funds from your wallet immediately for one-off orders, and for recurring investment at 12pm New Zealand time on the next available date for processing. We will hold the funds in your wallet in trust for you until we purchase the financial products on your behalf.

On the third business day after the order being processed, we will deliver the purchased financial products to you, and you will receive an email confirming delivery.

Please note that once your order has been processed, you cannot amend or cancel an investment.

If your wallet does not have sufficient funds, your investment will not be processed. Once you have topped up your wallet with sufficient funds, your investment will be processed on the next available date for processing.

We will only buy whole financial products (for example a whole share or a whole unit in an Issuer).

Where there is a fraction of a financial product remaining after dividing the investment amount by the market price, the fraction will be rounded down, and we will return any leftover monies to your wallet ("residual amount").

You authorise us to instruct our broker to bring an order to the market for your chosen financial products at the market price at the time that the order is placed by the broker.

If other ShareMeUp users place orders for financial products of the same Issuer, you agree that we may bundle your orders together. This won't affect who owns the financial products – you will still own the financial products in which you wish to invest.

We may suspend our Service in part or in full if we consider it necessary, for example to maintain or upgrade our systems, in emergencies, in periods of exceptional trading activity, when we decide it is sensible for our or your protection, or for regulatory reasons.

6. Closing your Account

If you want to close your Account, you can request to do so through the website. It takes up to 14 Business Days to close your Account once your request is received by us.

We can close your Account with immediate effect, at any time, by giving written notice to you, if:

- you fail to pay any amount due under our terms on the due date for payment and remain in default for more than 7 days after being notified in writing to make payment;

- you breach any of our terms which can't be remedied or (if such a breach can be remedied) you fail to remedy that breach within 7 days of being notified in writing to do so;
- we have reasonable grounds for believing you have committed or are about to commit a crime; or
- we are obliged to close your Account as a matter of Law.

You will pay us any costs and expenses associated with closing your Account. We will not be liable to you for any loss you suffer as a consequence of us closing your Account.

We may also close your Account or the Service for any other reason by giving you at least 14 days' written notice via email.

If your Account is closed for any reason, we will complete any outstanding investments provided that you pay us all outstanding amounts owing to us.

If your wallet balance is less than $20 when you close your Account, we will keep the balance and apply it to the cost of closing your Account and operating the Service.

IMPORTANT THINGS TO KNOW ABOUT USING OUR SERVICE

1. We do not give financial advice

We do not give financial advice. Any information we give you is of a general nature and is prepared without taking account of your objectives, financial situation or needs. You should consider the appropriateness of the information, having regard to your objectives, financial situation and needs. If you're unsure whether or not this Service and/or a particular investment is right for you, you should get advice from a suitably qualified financial adviser.

We don't provide any discretionary investment management service for your investments. We act as your agent on your instructions under our terms.

2. Not all investments are good investments

Be aware that investing is not without risk. All investments can go down in value as well as up. We are not responsible if you lose money; for example, if the value of your investments goes down. We are not the Issuer or manager of any of the investments available through the Service and we don't accept any responsibility for the performance of any investments.

3. You need to pay your own tax

We are not responsible for any tax that you may owe as a result of using the Service.

HOW DO WE KEEP YOUR INVESTMENTS AND MONEY SAFE?

We will keep detailed records of your investments in your Account. If at any time you would like more information on your investments, please get in contact with our investor service team by email at hello@sharemeup.co.nz.

When you access and use our Service, we collect information about you. You agree that we can use your information under the terms of our Privacy Policy contained on the ShareMeUp website.

WHAT YOU NEED TO DO TO USE OUR SERVICE?

1. Comply with the law

By using our Service, you agree to the terms and conditions contained in this document. You also agree to comply with all applicable Laws when using our Service. In particular, using our Service will not relieve you of your obligation to comply with the insider trading provisions in the New Zealand Financial Markets Conduct Act 2013. You must not use our Service in a way that breaches the prohibition on insider trading in New Zealand or any other applicable jurisdiction.

2. Maintain responsibility for the use of your Account

You are responsible for any activity that occurs on your Account. We assume that any instruction we receive through your Account is a valid instruction from you rely on that instruction in providing our Service. We are not required to verify your instructions.

When we receive an instruction from your Account, our record of that instruction is conclusive evidence of the contents of your instruction.

You can't assign your rights to your Account (including any money or investments) or use of the Service to anyone else without our prior written consent.

3. Keep your Account information secure

You must take all reasonable steps to keep your Account secure. To keep your Account information secure, you should:

- change your password regularly;
- ensure that no one sees you enter your security details; and
- keep the details we hold about you current.

You must immediately report any information loss, suspected theft, or misuse of your Account to us.

4. Respect our Intellectual Property Rights

You accept that:

- we own (or license) the Intellectual Property Rights in our name, software, associated technology, the Service, and all related materials;
- except as expressly set out in our terms, you have no right, title, or interest in or to these Intellectual Property Rights or in any improvements or variations that may be made to the Service or any related materials;
- except as expressly provided for your personal use of the Service, nothing in our terms is to be read as giving you any right to use these Intellectual Property Rights without the prior written consent of us or our licensors;
- you won't reverse engineer, decompile, disassemble, modify, or create derivative works of the Service or any part of it; and
- if you provide feedback on the Service, you assign ownership to that feedback to us (including any Intellectual Property Rights) without charge.

You agree that you won't use unauthorised automated means to access the Service or information on it for any purpose.

You agree that you won't extract material from our Service without our express permission.

5. You are responsible for your Account and your access to and use of the Service.

To the maximum extent permitted by Law, you agree that:

- you are fully responsible for your investment choices, and we are not responsible for how your investments perform;
- you have not relied on any representation by us (other than set out in our terms) and we have no responsibility of any kind to you if you have;
- any information we provide to you is general only, and we have no responsibility of any kind to you for any investment decisions you make that rely on this information; and
- you assume full responsibility for any cost, loss, damage, expenses, taxes or fines in any way related to your Account or your access to or use of the Service.

To the maximum extent permitted by Law, you indemnify us (for all costs, loss, damage, and fines) and hold us harmless for any claim that you or anyone else makes that is in any way related to your Account or your access to or use of the Service. An indemnity means a promise to pay someone to make up for a loss they have suffered. The indemnity you provide to us does not apply to the extent of any claim for direct loss shown to be the direct result of our fraud, or wilful default on obligations to you under our terms. The indemnity is given to us and our directors, officers, employees, agents, and third party suppliers.

WHAT WILL WE DO WHEN WE PROVIDE OUR SERVICE TO YOU?

1. Provide you with Market Information

Under the Service we may provide you with pricing information, news, data, calculations, product disclosure statements, and other investor information ("Market Information"). The Market Information is either from us or from third parties. The information remains our property or the property of the third party that has supplied it to us.

You understand that the information is only for your personal use and you won't provide it to anyone else, copy it, or reproduce it.

We do not verify the information provided by third parties. We do not make any representation or warranty as to the timeliness, reliability, accuracy or completeness of the material, nor do we accept any responsibility for errors in, or omissions, from that material.

Subject to any terms implied by Law and which cannot be excluded, neither we nor any third party supplier takes responsibility for, or guarantees the availability, timeliness, reliability, accuracy, or completeness of, the information we may provide to you, including any data that the information is based on.

Neither we nor any third party supplier accepts any responsibility of any kind for any loss or damage in any way related to any unavailability, delay, inaccuracy, error, or incompleteness of any information we may provide to you including any data that the information is based on.

We can change or stop providing all or any part of the Market Information to you at any time, without giving you notice.

Methodology Disclaimer: The information provided represents the output of the methodologies adopted and does not necessarily reflect the views of MPMSNZ.

2. No warranty

We don't guarantee that our Service will be wholly secure or error-free. To the maximum extent permitted by Law, we provide our Service without any warranty of any kind. That means you use our Service at your own risk. It also means that we exclude and disclaim all implied warranties, to the extent that we legally can.

To the maximum extent permitted by Law:

- we are only responsible to you for your direct loss to the extent shown to be the direct result of our fraud, or our wilful default on our obligations to you under these terms;
- we are not responsible to you or anyone else for anything in any way related to the Service, whether for breach of contract, tort, or other cause;
- we are not responsible for anything that is outside of our reasonable control or the reasonable control of our directors, officers, employees, agents, or third party suppliers;
- if we are responsible to you, we are not responsible for any indirect, special, or consequential loss or damage; failure to avoid loss; any loss of profits, business opportunity, or anticipated savings (whether direct or indirect in each of these cases); or incidental loss; and
- if we are responsible to you for any cause, our total responsibility, is capped for any event or series of related events to an amount equal to the total brokerage fees paid by you to us for your Account in the last 12 months.

These exclusions, the limitation, and cap on responsibility applies to us, our directors, officers, employees, agents, and third party suppliers for our and their acts and omissions.

3. You may have additional rights under consumer law

Nothing in our terms will limit any rights or remedies that you may have under the Fair Trading Act 1986 or the Consumer Guarantees Act 1993 to the extent those rights cannot be limited by Law.

HOW DO WE MAKE MONEY?

We charge a fee each time we make an investment on your behalf and also a third party merchant fee. The fee is capped at 1.25% of the amount of the investment. When you use our Service, you agree to pay us these fees. We may change our fees from time to time by giving you notice, and if you do not agree to the fee, you may cancel your Account by giving us 14 Business Days' notice.

Money received from you, including amounts in your wallet, may, before it's invested, earn interest from our bank where it is deposited. You agree that we can keep that interest as part of the fees for using the Service.

OTHER GENERAL INFORMATION

1. Complaints

Please let us know if something has gone wrong and we will try and fix it straight away. You can contact us by emailing hello@sharemeup.co.nz.

If we do not resolve your complaint to your satisfaction or if we fail to do so within 40 Business Days of receiving your complaint, you can also direct your complaint to Financial Service Complaints Limited at FSCL, PO Box 5967, Wellington 6145, or call 0800 347 257 or email info@fscl.org.nz.

2. We can make changes to our terms

From time to time, we may update or change these terms. If we do so, we will give you 14 days' notice via email. However, we may give less notice in special circumstances; for example, if we're required to make a change for legal reasons.

If it turns out that part of these terms can't be enforced, then that part will be removed or edited as little as possible, and the rest of the terms will continue to apply.

3. Our right to delegate or assign

We can appoint any person who we are satisfied is competent to perform any of our responsibilities.

We may transfer any of our rights and obligations under these terms in whole or in part to anyone.

4. Rights ongoing

If we do not enforce our rights under these terms, or we delay in doing so, it doesn't mean we've given up those rights.

Our rights under this Agreement continue even when your Account is closed or you've stopped using the Service.

5. Application of the Law

Our terms are governed by New Zealand Law, and the Courts of New Zealand have exclusive jurisdiction if there is a dispute.

If any of our terms are inconsistent with any Law, then the Law will apply. Other terms may also be implied by Law.

6. Interpretation of these terms

Headings are provided only to make these terms easier to read and understand.

Some words have a special meaning:

"Account" means your account with us that permits you to use our Service

"Business Days" means a day when banks in New Zealand are open and excludes Saturdays, Sundays, New Zealand (national) public holidays, and all days between Boxing Day and the day after New Year's Day

"Intellectual Property Rights" means any and all vested, contingent, and future intellectual property rights, including but not limited to copyrights, patents, trademarks, service marks, design rights (whether registered or not), moral rights, know-how, trade secrets, inventions, set-up, and any applications for the protection or registration of these rights anywhere in the world

"Law" means any applicable New Zealand law and/or regulation and the NZX Rules

"Minimum Holding" has the meaning given to the term in the NZX Listing Rules

"NZX" means NZX Limited, the operator of the New Zealand Stock Exchange

"Prescribed Person" has the meaning given to the term in the NZX Participant Rules