

## Welcome to ShareMeUp!

ShareMeUp is an online investing platform that helps users (“you”) to invest in different financial products. Using ShareMeUp, you can buy financial products of issuers listed on the NZX Main Board who have agreed to be featured in our ShareMeUp service.

ShareMeUp is an easy way to buy \$50 - \$500 worth of financial products on a weekly, fortnightly or monthly basis. On our ShareMeUp app you can select the companies or funds that you want to invest in (“Issuers”). ShareMeUp will then instruct a broker to buy the financial products on your behalf (the “Service”) and the financial products will be yours.

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

ShareMeUp is an investing platform provided by Pacific Custodians (New Zealand) Limited (“we”, “us” or “our”), a wholly owned subsidiary of Link Market Services Limited. Both companies are part of the Link Group.

## How does our Service work?

### 1. Download the ShareMeUp App

To invest through ShareMeUp, you’ll first need to download the ShareMeUp App from either the Apple AppStore or Google Play. You can also visit [www.sharemeup.app](http://www.sharemeup.app) and select either the Apple or Android version.

Please note from time to time we may ask you to install updates and upgrades to keep your app running smoothly.

### 2. Open an Account

The ShareMeUp app 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 holder;
- let us know if you are, or you later become, a Prescribed Person (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.

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 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 Centrix 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.**

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

### **3. Add a bank account that can be direct debited**

Once your Account has been set-up you will need to add a bank account before you can invest.

Direct debits will be made on a recurring basis (weekly, fortnightly, monthly) depending on your preference. The ShareMeUp Service makes direct debit withdrawals on a Monday or the following business day if the Monday is not a day on which banks are open for normal business banking.

In order to use the ShareMeUp Service, you must ensure that:

- your nominated New Zealand bank account allows direct debit transactions to be made. Some accounts (such as online savings accounts) do not allow direct debits;
- the bank account details that you give us are correct;
- your bank account has sufficient funds so that we can make the direct debit withdrawal on the day; and
- you have the authority to operate the account solely/jointly.

If you are not sure about any of the above, you should contact your bank or financial institution.

If you need a direct debit authority form, Pacific Custodians (New Zealand) Limited can provide you with one, just ask!

### **4. Select an investment**

Once you've set up the direct debit function, you're ready to start selecting your investments! Head to the "Browse Investments" section of the app. Selecting your investment requires you to first select the Issuer, then the financial product (if more than one financial product for that Issuer is offered through the Service) and then the amount you wish to invest.

You can select an investment amount of between \$50 and \$500 worth of financial products in any of the Issuers listed in the 'Browse Investments' section. However, if you do not already own financial products in an Issuer, your first investment ("initial investment") in that Issuer must be at least \$500. After your initial investment, you may reduce your investment to an amount between \$50 and \$500.

Please note that, while Issuers have agreed to feature on the Share Me Up service, 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.

Once your investments have been chosen, you must choose the frequency with which your chosen investments will recur – you can choose weekly, fortnightly or monthly. You are not able to select different frequencies for particular investments – the same frequency of recurrence will apply to all investments in your Account.

You cannot use the Service for one off investments, however, 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 direct debits are scheduled to be made (which is a Monday or the immediately following business day) may not be reflected until the next scheduled date on which your chosen investments are processed.

#### **5. We process your investment(s)**

Once your recurring investments have been set up as outlined above, we will direct debit the funds from your nominated bank account on the next available date for processing (which will be a Monday, or the immediately following business day). We will hold the funds that we take from your account on trust for you until we purchase the financial products.

On Thursday, the direct debited funds are cleared and your investment will be executed.

The following Monday (or immediately following business day) we will deliver the purchased financial products to you and you will receive an email confirming delivery.

**Please note that once funds have been debited from your Account, you cannot amend or cancel an investment.**

If your direct debit fails, your investment will not be processed. Once the reason for failure has been addressed, your investment will be processed the following Monday.

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 keep any leftover money in your Account (“residual amount”). We will put that residual amount towards your next investment in that financial product and will not direct debit you the full amount.

If you remove that investment from your chosen investments before the next direct debit is made, we will distribute any residual amount proportionately across your remaining recurring investments.

You authorise us to put your investment onto the market by instructing our broker to bring an order to the market for your chosen investments at the market price at the time that the order is placed by the broker.

If other ShareMeUp users place investments in the same Issuer, you agree that we may bundle your investments 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 app. 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 Account balance is less than \$20 when you close it, 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 personalised advice

We do not give personalised 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 owe as a result of using the Service.

### **4. We do not help you to sell shares**

Our Service helps you to buy financial products. You cannot use the ShareMeUp app to sell financial products. If you would like to sell financial products, you will need to use a broker to do so.

### **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](mailto: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 the Link Group.

## **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 brokerage fee each time we make an investment on your behalf and also a third party merchant fee. The brokerage fee is capped at 1.98% 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 residual amounts, 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](mailto: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 the Financial Service Complaints Limited Service at FSCL, PO Box 5967, Wellington 6145, or call 0800 347 257 or email [complaints@fscl.org.nz](mailto:complaints@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

“Link Group” mean Link Administration Holdings Limited, an ASX listed company, and/or its subsidiaries

“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

### [Privacy Policy](#)

Link Market Services Limited and its wholly owned subsidiary Pacific Custodians (New Zealand) Limited which manages ShareMeUp (collectively referred to as “Link”) understands that privacy is important to you. Link has developed this policy (“Privacy Policy”) which, along with the Privacy Act 1993 governs how Link handles your personal information.

Our Privacy Policy answers the following questions:

- 1) What personal information does Link collect and how?
- 2) How is personal information used?
- 3) Will personal information be given to anyone else?
- 4) What security precautions are taken to safeguard my personal information?
- 5) How can you access and correct your personal information?

By using this website / app, you agree to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not provide us with your personal information.

#### 1. What personal information does Link collect and how?

Personal information means information or an opinion from which an individual's identity may be ascertained.

Link collects information in three ways:

- a) directly from holders of securities in listed and unlisted organisations (‘you’), including when you set up an account with us;

- b) from your visits to our Internet site [www.linkmarketservices.com](http://www.linkmarketservices.com); and
- c) from publicly available sources, for example a public register of a listed organisation ('Issuer').

The Personal information we collect may include your name, email address, phone number, photo identification, other demographic information, contact address(es) and CSN/ FIN details, your tax details and information concerning your nominated financial institution, including your bank account and credit card information.

If part or all of the information is not provided, then Link may not be able to supply its services to the Issuers and you.

How Link collects personal information from you depends on how you interact with Link or the services you require. Link may collect personal information about you from an application or a registration form or verbally if you call our call centre or speak directly with our staff.

### **Cookies**

If you access your information on-line through our Internet site [www.linkmarketservices.com](http://www.linkmarketservices.com) we may collect personal information relating to your holding during your visit to the website. The personal information is maintained on our servers, and a reference to this information is sent to the application you are using to access the Internet, in the form of a non-persistent "cookie". A "cookie" is a method employed to maintain a link between the application you are using and the website you are visiting. It is also used for security purposes.

Non-persistent cookies exist only in the application's memory and are destroyed when the application is shut down. This behaviour is different to persistent cookies, which are stored on your computer and which may remain there for an extended period of time. Link specifically and exclusively uses a non-persistent (or session) cookie, which means once you exit your application the cookie and the reference to the data it contains is destroyed.

This information does not personally identify you, however, Link or its agents or contractors may analyse this non-personal information to identify certain trends and statistics, such as which parts of the Share Me Up website or app users are visiting and how long they spend there, among other possible uses.

Link will not try to identify you or your browsing activities except, in the event of an investigation, where a law enforcement agency may exercise a warrant to inspect the service provider's logs or if your usage is causing technical issues for the Share Me Up website or app which may need to be resolved. Link may, in these circumstances, identify your IP address to enable Link to contact you.

## **2. How is personal information used?**

Link only uses your personal information to offer and provide Link's products and services to you, and to comply with Link's obligations under the Companies Act 1993 and the Anti-Money Laundering and Counter Finance of Terrorism Act 2009, and any other applicable law. For example, the personal information collected from you by Link may be used to:

- administer your security holdings and set up, manage and monitor your Link account;

- provide the relevant Issuers and you with registry and related services, or with other information you have requested;
- develop Link's products and services;
- verify your identity and manage and protect the security of your account, and our systems;
- prevent or detect fraud or any other unlawful activity; and/or
- provide you with market information that is connected to the services we are providing you, such as pricing information, news, data, calculations, product disclosure statements, and other investor information.

Where you have given us your express consent, we may also use your personal information to send you marketing messages.

If at any time you no longer wish to receive marketing messages about Issuers or Link services, please let us know by contacting us using the details in this policy below or clicking the "unsubscribe" button in the marketing email or message.

### **Companies Act 1993**

As agent for Issuers, Link collects personal information about you (including your name, address and details of the securities you hold/ held) on behalf of Issuers in which you hold securities in accordance with the requirements of the Companies Act 1993 ("Companies Act"). This information is included in the public register of the Issuer in which you hold securities for a period of 10 years after you cease to be a security holder and may be required to be publicly disclosed by Link pursuant to the requirements of the Companies Act and the Financial Markets Conduct Act 2013 ("FMCA"). The personal information that must be included in the public register of the entity in which you hold securities includes:

- your name;
- your address; and
- details of the securities you hold.

### **Anti- Money Laundering and Countering Finance of Terrorism Act 2009**

Link may also collect personal information about you including, but not limited to, your legal name, other names you may be known by, your residential street address and your date of birth, for the purpose of identifying you to meet Link's obligations under the Anti- Money Laundering and Countering Finance of Terrorism Act 2009 ("AML/CFT Act").

This information may be collected on behalf of Issuers, and on behalf of Link for its 'Share Sale Centre'. The AML/CFT Act requires a designated reporting entity to collect this information where a 'customer' (investor) is conducting a transaction covered by the AML/CFT Act.

This information will not generally be included in the public register. Access to information collected under the AML/CFT Act is restricted to authorised Link employees, the Issuer for which we collected the information, the AML/CFT regulator and law enforcement agencies.

Link will not use or disclose your personal information for any other purpose without first obtaining your express or implied consent.

### **3. Will personal information be given to anyone else?**

Link will seek to maintain the confidentiality of all personal information provided and will take all reasonable steps in order to protect your personal information from misuse and loss, and from unauthorised access, modification or disclosure.

Your personal information may be disclosed to related companies of the Issuer or Link, but only for the purposes of providing you with the services you have requested. Further:

- a. Disclosures may be required or authorised by or under law (for example, in accordance with the Companies Act, where a person requests a copy of an Issuer's register of security holders).
- b. Personal information collected by Link may be disclosed to third parties to which Link contracts out specialised functions (including mailing houses and printing companies). If so, we take reasonable steps to ensure that those contractors comply with the Privacy Act 1993, and are authorised only to use personal information in order to perform the functions required by Link.
- c. Personal information may be disclosed to third parties in accordance with the Issuer's direction where this is related to the Issuer's administration of security holdings.

Link does not sell, rent or trade personal information to, or with, third parties.

### **4. What security precautions are taken to safeguard my personal information?**

Your personal information is stored securely by us and/or in offshore facilities within the Link Group, or with any supplier with whom we have a contractual arrangement. We have taken all reasonable steps to protect your personal information from any loss, unauthorised access or other misuse.

Link employs appropriate technical security measures to protect your personal information and to ensure that it is not accessed by unauthorised persons. Information is held on secure servers and is encrypted wherever this is possible. This is the same encryption used to transmit credit card details over the Internet when buying merchandise online.

For on-line access to information about your security holding, you will be required to authenticate your identity through a 'knowledge' process. This means that you must identify all of the following three fields adequately to gain and protect your access on-line:

- a. Holder Identifier (i.e. your Common Shareholder Number (CSN) or HolderNumber)
- b. Faster Identification Number (FIN)
- c. Surname/Company Name

Multiple incorrect attempts or invalidation result in a lockout from the information. We undergo periodic reviews of our security policies and procedures to ensure that our systems are secure and protected. You should never divulge your identification numbers, username or password