Halal Money
by HEJAZ

Halal Money App Terms of Use

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1. Introducing the Halal Money App

Welcome to the Halal Money application (referred to as App or Halal Money App).

The App is designed for compatible mobile, Apple and/or Android devices. The "Halal Money App" or "App" refers to the Halal Money iOS App or Halal Money Android App downloaded from the official Apple App or Google Play stores and accessed on your device.

While some elements of the App are accessible without providing any information, registration is required for certain features and full use of the App (outlined in these Terms of Use) is enabled by submitting your email, name, and other necessary details.

These Terms of Use are part of the agreement that oversees your utilisation of the Halal Money App as detailed further below.

The services which are available to access on the App are referred to as the Halal Money Services, and include access to:

- Halal Money Account
- A trading account held by Openmarkets Nominees Pty Ltd ACN 603 716 089 (Openmarkets Nominees), which holds on your behalf as bare trustee, units in Exchange Trade Funds ("ETF"). The ETFs available through Halal Money are managed by Hejaz Asset Management Pty Ltd ABN 69 613 618 821.

Please refer to the relevant disclosure documents and terms of use for specific financial product information in respect of each of the Halal Money Account and each of the ETFs, which can be accessed at www.halalmoney.com.au Essential information you need to be aware of.

This App is distributed by Hejaz Pay Pty Ltd (ABN 89 601 295 112). The Halal Money Account is issued by Hejaz Pay. Trade execution is provided by Openmarkets Australia Limited (ABN 38 090 472 012, AFSL 246705). Payment infrastructure is provided by Monoova Payments Pty Ltd (ABN 38 126 015 227, AR 428863). Halal Money is not an authorised deposit-taking institution. The Halal Money Services accessible through the App include:

- Monoova: Monoova provides payment services and infrastructure supporting the Halal Money Account, including the processing of customer deposits and withdrawals.
- Openmarkets Nominees Pty Ltd, a related entity of Openmarkets Australia Limited ABN 38 090 472 012, AFSL 246705 (Openmarkets Australia), provides custodial services to eligible clients by holding on bare trust all units in ETFs acquired through the App. Openmarkets Nominees is exempt from the requirement to hold an Australian financial services licence in respect of this service pursuant to regulation 7.6.01(1)(v) of the *Corporations Regulations 2001* (Cth)

The financial products or services accessed through this App are governed by other terms and conditions between you and the issuer of the financial products (including the relevant financial product terms and conditions, PDS, FSG, and TMD) (Other Terms). Should there be any discrepancy between these Terms of Use and the Other Terms, the latter will take precedence concerning your financial product and service and will be applicable to you to the extent of such inconsistency.

As the operator and distributor of the App, Halal Money will display notices, display unit prices and receive instructions in respect of ETFs in accordance with the relevant Other Terms.

Any information offered through these Terms of Use or on our website does not take into account your goals, financial situation, or needs, and does not constitute financial product advice. Prior to acting on any information, you should evaluate its suitability for your situation. You are also encouraged to read and consider the Other Terms in respect of the Halal Money Account and ETF products before deciding whether to acquire or utilise the Halal Money Services. The Other Terms outline critical features you should be aware of before applying for and/or using the Halal Money Services.

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1.1 Your Agreement with Us

- By downloading the App, you consent to adhere to these Terms of Use. If you disagree with these Terms of Use, you should discontinue any use immediately, which includes uninstalling the App from your device.
- You acknowledge and consent to be bound by and comply with these Terms of Use upon accessing the Halal Money App.
- You accept all responsibility for any conduct or neglect in relation to your use of the App and the Halal Money Services, including any infringement of these Terms of Use, Other Terms, or any applicable governing document that you have agreed upon during the account opening process.

2. Accessing the App

To download this App, you will need to:

- be an individual person;
- be aged 18 years or older who is eligible to access our products and services;
- have valid Australian identification;
- have a valid Australian residential address.

Unless specifically stated otherwise in these Terms of Use, by utilising the App and/or applying for and using the Halal Money Services, you consent to the following:

- You will refrain from using another individual's email address, identity, or contact details.
- You will not sell, transfer, or assign any rights you have in respect of the App, which includes not disseminating your access to or data from the App to others.
- You will adhere to any service directives or guidelines issued by us or on our behalf.
- You are the sole party accountable for all actions conducted under your password (including instances where your fingerprint or facial recognition serves as your password) and login, irrespective of whether you authorise the activity.
- You are the sole party responsible for safeguarding the secrecy of your password and login and for limiting access to the device on which the App is installed.
- We will not be held liable for any loss or harm that you or any third party incur due to your non-compliance with your obligations outlined in these Terms of Use, to the extent that your non-compliance has resulted in the loss to you or a third party.
- We reserve the right to decline the use of your fingerprint or facial recognition to access the App, for any reason at our sole discretion including for security reasons.

3. Acceptable Use

You are prohibited from using the App in ways that we deem:

- Unlawful.
- Disruptive to another person's access to the App.
- Defamatory, harassing, or threatening towards any individual.
- Encouraging or causing physical or mental harm to any person.
- Advocating violence against any individual.
- Inciting or endorsing terrorism or money laundering.
- Abusing, exploiting, or taking advantage of any bugs, errors, or technical vulnerabilities in the App or its features. This includes, but is not limited to, any actions that may disrupt, interfere with, or compromise the integrity, functionality, or security of the App or its services.
- Engaging in any activities that undermine the intended operation or use of the App, including but not limited to submitting requests or utilising features in a manner that lacks a legitimate, good-faith purpose.



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Should you not adhere to the acceptable use conditions specified above, we reserve the right to, without prior notice and at any moment:

- decline to process or finalise any of your transactions or dealings;
- suspend or terminate your access to the App; and/or
- pursue legal action against you if your actions result in any loss, damage, or harm to us, our affiliates, partners, or any other third parties. This may include seeking compensation for any damages incurred, as well as injunctive relief or other equitable remedies as appropriate.

4. Provision of Halal Money App

Subject to your compliance with these Terms of Use, Halal Money will provide you with:

- access to the App; and
- the ability to apply for and, where accepted, receive the Halal Money Services in accordance with the applicable terms and conditions and other relevant disclosures.

5. Electronic Document Receipt

If you apply for the Halal Money Services via the App, we will electronically deliver to you information relevant to your application and the associated financial products and services. By initiating an application, you consent to electronically receive all information regarding the Halal Money Services and the Halal Money App, including these Terms of Use and any Other Terms related to the products accessible on the App. We will transmit the information, statements, and notifications electronically by: (a) email to an email address you have provided for contact; (b) push notifications from the Halal Money App; and/or (c) notification that the information is accessible through our App or through our website.

Should you choose to proceed with the Halal Money Services, you will be prompted to electronically accept the relevant Other Terms. By applying for and using the Halal Money Services, you acknowledge that paper copies will not be supplied and that the current version of the relevant terms and conditions and other applicable disclosures will be made available electronically through the Halal Money website or App. Previous versions can be requested from us using the contact details in these Terms of Use.

If you do not agree to receiving documents information, statements and notifications by an electronic means, you should refrain from applying for or using the App and / or Halal Money Services.

Even though we typically provide electronic information, we reserve the right to send paper documents to your postal address instead and you agree to this form of delivery in this instance. Hence, it is crucial to keep your postal address current with us.

You bear responsibility for your actions and /or omissions when using the App. Subject to any exceptions specified in the applicable terms and conditions or other relevant disclosures for the financial product or service accessible via the App, all communications and acceptances, including electronically accepted documents received through the App from anyone logged in using your email address, are presumed to be authorised by you unless you can demonstrate that you did not authorise the individual to undertake such activity and that:

- your device was compromised by malware without your knowledge despite having up-to-date antivirus, antimalware, and firewall software;
- the individual accessed your account without your consent despite you taking all reasonable measures to prevent such access; and/or
- you promptly reported the compromise or loss of your device to us.

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6. Maintaining Sufficient Account Balance

To use our services, you are solely responsible for ensuring that your Halal Money Account has sufficient available funds to cover any transactions, charges, or Fees incurred through your use of the Halal Money App or its features. Any attempt to initiate a transaction that would result in a negative account balance will generally be declined.

However, in the event that your Halal Money Account balance becomes negative due to circumstances such as technical errors, processing delays, or other factors beyond our reasonable control, the negative balance becomes immediately due and payable.

Failure to restore your account balance to a positive amount may result in the following actions, at our sole discretion:

- allocation of additional fees or charges to cover the negative balance, as well as any associated costs incurred by us;
- temporary suspension or limitation of your access to certain features, functionalities, or services until the balance is appropriately restored; and / or
- termination of your Halal Money Account, in accordance with the provisions outlined in the termination clause of these Terms of Use.

We reserve the right to pursue any combination of the actions, or any other appropriate measures deemed necessary, including but not limited to selling down units in an ETF held on your behalf, to recover the outstanding negative balance and protect our legitimate business interests.

You acknowledge and agree that maintaining a positive account balance is your exclusive responsibility, and we shall not be liable for any consequences arising from your failure to comply with this obligation.

You acknowledge and agree that any negative balance of your Halal Money Account does not constitute a loan.

7. Dealing with ETFs

All dealings through the App are subject to, and you agree to comply with:

- all applicable laws, including the *Corporations Act 2001* (Cth) (Corporations Act), the Corporations Regulations and all applicable anti-money laundering laws;
- the ASIC Market Integrity Rules, the ASX Rules and any other relevant listing rules;
- the customs and usages of any exchange, and any applicable directions, decisions and requirements of any exchange;
- all obligations set out in the relevant disclosure documents; and
- any rules, requirements, guidelines or policies of our market participant (being Openmarkets Nominees) and any other relevant service providers.

8. Nominee Terms

The effect of you agreeing to these Terms of Use and the Retail Custody Nominee Terms with Openmarkets Nominees (Nominee Terms) means that, where you trade in units in an ETF:

- You instruct Openmarkets Nominees, a related entity of Openmarkets Australia, to act as bare trustee in respect of units in the ETFs which you trade through the App from time to time.
- You instruct Openmarkets Nominees to act as your agent to register the units in the ETFs in its name.
- Openmarkets Nominees will register the units in the ETFs so as to be recorded as holder of the legal title to the ETFs but you will retain all beneficial ownership and interest in the units.



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- Subject to the Nominee Terms:
  a. notwithstanding that Openmarkets Nominees holds legal title to the units in the ETFs it must not exercise any rights attached to the ownership of the units, dispose of or otherwise deal with the units unless otherwise directed to do so by you; and
  b. you can at any time direct Openmarkets Nominees in writing (through us) to transfer the legal ownership of all or some of the units beneficially owned by you, to you or at your direction and Openmarkets Nominees must transfer those units within ten (10) Business Days of receipt of your written instructions.
- You consent to the units in the ETFs being held on your behalf by Openmarkets Nominees in a common pool with other financial products held by Openmarkets Nominees on behalf of other clients in the manner prescribed in, and in accordance with, the Corporations Act.

9. Third Party Information and Trading Data

Halal Money App may contain market data or other information from third parties, including hyperlinks to other websites. Such data or information is not under our direct control and may not have been independently verified by us. Neither Halal Money, nor the relevant third party provider, makes any representation or warranty as to the accuracy, timeliness, reliability, appropriateness or completeness of any third party data or information.

You acknowledge that any such data or information is proprietary to us and/or the relevant third party provider, and you must not reproduce, adapt, modify, upload, link to, transmit, or distribute any such data or information to third parties, except as may be permitted by these Terms of Use, relevant Other Terms, or any applicable laws or regulations.

10. Utilising Fingerprint Access

If fingerprint functionality is enabled in the Halal Money App, and you have installed the App on a device equipped with fingerprint ID, you may activate fingerprint access for the Halal Money App. Enabling fingerprint access means you can open the App with your fingerprint rather than inputting a secure code. However, for certain sensitive information, we may still request that you enter your password or other details for added security.

You must not activate fingerprint access for the Halal Money App if your device stores fingerprints from individuals other than yourself. If you do permit someone else's fingerprints which allows access to your device and to the App (contrary to these Terms of Use):

- they may gain access to your Halal Money Account and be deemed authorised to do so; and
- to the extent allowed by law, you will bear responsibility for their acts or omission, including their transactions.

Should you or another person modify the fingerprint settings on your device, it may result in the deactivation of fingerprint access for the Halal Money App. Only reactivate fingerprint access if you are certain that you authorised the alterations to your device's fingerprint settings and that only you can access the App using fingerprint identification.

Fingerprint functionality is an optional technology that you may utilise if it is supported by your phone model and you have activated it on your device. This functionality is provided by third parties, and therefore, within the bounds of the law, we are not liable for:

- any malfunctions in fingerprint functionality; and/or
- any changes made by those third parties to their fingerprint technology that affect your access to the App.

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You will continue to have access to the Halal Money Services using your secure login and password. If you opt for fingerprint access for the Halal Money App, you will still require access to your email address and mobile phone number (under certain conditions) to receive messages. It is your duty to safeguard your email address and mobile phone number (where applicable) as described in these Terms of Use.

11. Facial Recognition Usage

If the Halal Money App is made available for download on your device and it supports facial recognition technology, you may have the option to activate facial recognition access for the Halal Money App. Enabling facial recognition means you can open the App using facial recognition technology instead of typing in a password or code.

You must not enable facial recognition access for the Halal Money App if the facial image stored on your device does not belong to you. If you have activated facial recognition on the App and permit others to have access to your device using facial recognition, you must not use facial recognition access for the Halal Money App. If you do allow someone else's facial image to be stored on your device such that they can access your device and the App (contrary to these Terms of Use):

- they will be authorised to access your Halal Money Account; and
- to the extent allowed by law, you will be responsible for their actions and omissions, including their transactions.

If the facial recognition settings on your device are altered by you or someone else, facial recognition may be disabled for the Halal Money App as a security precaution, and you might be prompted to enter your password or other details. Only reactivate facial recognition if you are certain that you authorised the changes to your device's facial recognition settings and that only you can access the App using facial recognition.

Facial recognition is a feature you can choose to use if it is supported by your phone model and you have enabled it on your device. This technology is provided by third parties, and to the extent permitted by law, we are not responsible for:

- any malfunctions in facial recognition technology; and/or
- any modifications made by those third parties to their facial recognition technology that affect how you access the App.

You will continue to have access to the Halal Money Services using your secure login and password. If you opt to use facial recognition access for the Halal Money App, you will still need access to your email address and mobile phone number (under certain conditions) to receive secure codes. It is your responsibility to protect your email address and mobile phone number (where applicable) as outlined in these Terms of Use.



12. ETF Orders

In addition to the obligations set out in the Other Terms for the ETF products which are accessible through the App, in order to apply for units in one or more ETFs through the App, you acknowledge and agree that:

- Placing Orders: You can apply for units in an ETF through the App by instructing Openmarkets Nominees. As set out in clause 8, we process your application through our partner, Openmarkets Nominees, as the Australian market participant. We reserve the right to decline applications if there are insufficient instructions or missing information, you do not have funds available in your Halal Money Account or for any other reason, including for us to be compliant with the law.
- Order Execution: We strive to process applications promptly, however we are not liable for delays beyond our reasonable control. If there are any discrepancies in your application, we will communicate with you. You are responsible for mitigating any losses we suffer from your application errors. We will confirm application details and send a confirmation to you.
- Disputes: If we suspect a dispute regarding an order, we may take action to close the position.
- Your Commitments: You must have the financial capacity to fulfill your order obligations. You must own or have access to the interests you want to sell. You must have sufficient funds in your Halal Money Account for buy orders, including to cover the Brokerage Fee.
- Order Cancellation: We may cancel your order if:
  a. our partners or the exchange have the right to do so and exercise that right; or
  b. you request a cancellation.

  You agree to cover any losses we incur due to such cancellations.
- Compliance: You agree not to use our platform for illegal activities, including insider trading or market manipulation.
- Investment Advice: We do not provide any personal advice or recommendations. You are responsible for assessing whether applying for units in an ETF is suitable for you.

13. Market Order

Market orders for units in an ETF offer a direct method for entering or exiting positions in the Australian Securities Exchange by targeting the prevailing market price.

Market orders are placed 'at market', which means:

- Immediate Execution: Market orders aim for instant execution at the best available ask price for buy orders and the highest available bid price for sell orders.
- Dynamic Pricing: If not filled immediately, the price adjusts automatically in increments:
  a. Buy orders: Increase until a seller is found.
  b. Sell orders: Decrease until a buyer is found.
- Partial Fills: Depending on market depth, your order may only partially fill, leaving an unfulfilled portion of your order.
- No Guarantees: Market orders do not guarantee a specific price or full execution. Limited supply/demand or regulatory restrictions can hinder complete execution.

Additional Considerations:

- Expiry: Market orders typically expire 30 days after placement, unless the unit has a specific exchange-determined expiry date.
- Cancellation: Market participants or the exchange may cancel or "purge" your order under certain circumstances.
- Best Execution Policy: Services provided by Openmarkets Australia through the App are subject to its Best Execution Policy, which is designed to assist in achieving the best possible execution of your orders within applicable market parameters. A copy of this policy will be accessible through the App.
- Trade Vetting Rules: Your order may be subject to the order vetting rules of Openmarkets Australia and / or Openmarkets Nominees (if applicable), preventing orders that violate regulations or pose risks.

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While market orders provide convenience for swift execution, they carry inherent uncertainty in terms of price and full execution. Carefully assess your risk tolerance and research the ETF before placing an order.

Further details are stipulated in the relevant Other Terms for the specific ETF product.

14. Order Settlement

Upon placing an order through the App for units in an ETF, you will receive an order confirmation email detailing the settlement amount (including fees) and settlement date.

- Buy Orders:
  When your buy order is accepted, your Halal Money Account balance will be "restricted" for the order value (in the respective unit currency), being the relevant settlement amount, until settlement. Upon settlement, the settlement amount will be debited from your Halal Money Account, and the corresponding units will be credited to your investment holdings.
- Sell Orders:
  When your sell order is accepted, the number of units in the ETF(s) is "restricted" in your account. This restriction changes to the "unsettled amount" (equal to the settlement amount) until settlement. Upon settlement, the settlement amount will be credited to your Halal Money Account, and the corresponding ETF units will be debited from your account. The settlement amount typically takes up to 3 Business Days to reach your Halal Money Account. This timeframe is an estimate and not a guarantee. We shall endeavour to expedite the settlement process where possible, but we shall not be liable for any losses or damages arising from reliance on the settlement amount being credited within the 3 Business Day period or any delay in the settlement process.
- Failure to Settle:
  You authorise Halal Money, upon a demand, to buy back or sell on your behalf any unsettled ETFs. You agree to indemnify Halal Money for any costs, expenses, or losses resulting from unsettled trades due to reasons not attributable to Halal Money.

15. Methods of Payment

You will be able to deposit and withdraw funds from your Halal Money Account through the App using NPP and PayID, subject to the applicable terms and other relevant disclosures.

You agree to us disclosing to the recipients of transfers nominated by you your personal information as necessary to effect the transfer and/or your transactional information as necessary to effect the transfer. You agree to notify us of any changes to such information.

PayID

You will be able to receive funds into your Halal Money Account using PayID and make outgoing payments via the New Payments Platform (NPP) through the App, subject to the applicable terms and other relevant disclosures.

Confirmation of Payee

Halal Money may use Confirmation of Payee (CoP) to assist in verifying payment details before a transaction is processed. You acknowledge that the information provided through CoP may be subject to the availability and functionality of the relevant payment service.

NPP

Payments to and from your Halal Money Account may be processed through the New Payments Platform (NPP), subject to the applicable terms, transaction requirements and limits.
Please refer to the applicable terms and conditions and other relevant disclosures for further information regarding payments, deposits and withdrawals.

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16. Mistaken Payments

You must take care when selecting or entering payment details when making a payment using the Halal Money Services.

If a Mistaken Payment is made, the following process will be followed:

- You should report the Mistaken Payment immediately by contacting us at ausupport@halalmoney.com.
- We will investigate the reported Mistaken Payment.
- You will be informed of the outcome of the investigation.

You acknowledge that:

- If a Mistaken Payment is made, it may not be possible to recover these funds from the unintended recipient.
- You are responsible for providing us with sufficient details of the transaction to enable us to investigate and seek the Mistaken Payment.
- If the Mistaken Payment unable to be recovered you will be liable for the losses in relation to the Mistaken Payment.

Mistaken Payments may be subject to the applicable payment rules and requirements relating to the relevant payment method.

17. Safeguarding Your Account

It's crucial to exercise caution in securing your account and password. Here are the measures you should take:

- Maintain the security and confidentiality of all passwords, account names, or login credentials required to access the App, including locking your device when possible and refraining from sharing your passwords, account details, or login information with anyone else.
- Commit your password to memory as soon as you can, then eliminate or erase any record of it.
- If you need to keep some 'prompts' to help you remember your password, disguise them so that they are indecipherable to others.
- Immediately inform us if your device is lost or stolen, or if your Halal Money Account has been accessed or is accessible by someone else.
- Avoid copying, disabling, interfering with, or making unauthorised use of any security device or protocol provided by Halal Money.
- Change your password regularly.
- Follow our reasonable instructions and guidelines related to security requirements as they arise.
- Ensure that all devices used to access the App have up-to-date anti-virus software installed and operational.
- Only install approved applications on your device from known and reputable app store providers.

We suggest that you never take the following actions:

- Do not bypass the software lockdown on your device (i.e., do not jailbreak or root your device).
- Do not leave your device unattended.
- Do not store a copy of your password on your device.
- Do not disclose your password to anyone – not even family or friends.
- Do not use a password that is easily guessable, such as your birth date, a numeric version of part of your name, or a number or word that someone can easily guess.
- Do not use the App with a device that is incompatible with the App.
- Do not let anyone see your password when you are using it.
- Do not reuse an existing password that you have for a debit or credit card.

If you suspect that your password or account details have been compromised, notify us immediately by submitting a support request in the App, or by emailing us at ausupport@halalmoney.com.

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18. App Availability and Updates

We reserve the right to modify or update the Halal Money App at any time. Whenever feasible, we will provide you with advance notice, giving as much detail as is reasonably possible under the circumstances, regarding any impending changes that we plan to implement, replace, or discontinue, along with the expected timeline for their introduction, replacement, or discontinuation, if known. To maintain your use of the App following such changes or updates, you may be required to download and install an updated version.

Should you encounter any issues concerning the functionality, availability, or security of the data within or associated with the App, please reach out to us at ausupport@halalmoney.com for assistance.

19. Your Responsibilities

You acknowledge and agree to the following:

- You will utilise the Halal Money App solely for the purpose of receiving the Halal Money Services, and not for any other purpose.
- It is your duty to assess notifications or alerts from us, including those via the App, and to take suitable measures.
- The Halal Money Services accessible through the App are governed by the Other Terms.
- You agree to notify us of any changes to your information that are relevant to your Halal Money Account or any dealing or proposed dealing via the App. You also agree to provide us with any further information we may require from time to time to verify any changes to your information or to meet our regulatory obligations. Relevant information which may be requested includes your personal information.

You must not personally, or through any agent or third party on your behalf:

- Replicate any part of the App and the Halal Money Services, except as part of the normal operation, use, marketing, or promotion of this App or the Halal Money Services under these Terms of Use or Other Terms as applicable.
- Unless permitted by law, decompile, disassemble, reverse engineer any part of the App or its associated services, or determine any source code, algorithms, methods, or techniques embodied in the App.
- Without our prior written consent, modify, translate, adapt, or create derivative works based on the App or associated Halal Money Services.
- Copy ideas, features, functions, or graphics of the App for use in another product or service.
- Use the App directly or indirectly for any activity, or upload, store, or transmit any data, information, or material unlawfully, or in a manner that prevents any other customer from accessing, using, or enjoying the App.
- Attempt unauthorised access to the App and associated Halal Money Services or any part thereof, or use another person's name, registration account, login identification, or password.
- Introduce or transmit any malicious code or disabling feature to or from the App.
- Remove, disable, or modify any security, anti-virus, or other software on the App.
- Attempt to access any data or information within or through the App, other than your own data.
- Use the App and/or Halal Money Services in whole or in part to provide any third party, including an App service provider, with data obtained in connection with these Terms of Use, unless expressly agreed in writing by Halal Money.
- Remove any intellectual property ownership or management information appearing in any part of the App and associated Halal Money Services.

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20. Appointment of Authorised Representatives

In exceptional circumstances where you are unable to manage your Halal Money Account or transactions through the App due to mental incapacity, physical disability, or death, you may appoint an authorised representative to access the App and relevant features on your behalf. However, we will only consider such appointments under strict conditions and upon submission of appropriate legal documentation.

To appoint an authorised representative, you must provide us with a valid and legally binding instrument, such as a Power of Attorney, a court order, or a legally executed will or trust document. These instruments must explicitly grant the appointed individual the authority to act on your behalf concerning your account and transactions with us.

We reserve the right to request additional supporting documentation, such as proof of identity, proof of relationship, or any other relevant information that we deem necessary to verify the legitimacy and validity of the appointment.

Please note that we will only consider appointments of authorised representatives in exceptional circumstances where you are unable to manage your Halal Money Account or transactions through the App due to incapacitation, death, or other grave circumstances as determined by us in our sole discretion.

Upon our satisfaction with the provided documentation and the exceptional circumstances, we will grant the duly appointed authorised representative access to your Halal Money Account and the ability to perform transactions on your behalf for a period of 12 months, subject to any limitations or conditions specified in the relevant legal instrument or as determined by us.

You acknowledge and agree that we shall not be liable for any losses, damages, or expenses resulting from our acceptance or rejection of an authorised representative appointment, provided that we have acted in good faith and in accordance with the legal documentation provided to us.

It is your responsibility to ensure that the appointment of an authorised representative complies with all applicable laws, regulations, and your personal circumstances. We strongly recommend consulting with legal professionals to ensure that the appropriate legal instruments are in place before attempting to appoint an authorised representative.

21. Monitoring and Reporting Usage

In conjunction with the monitoring rights granted to us and Apple or Google under the respective Apple Store and Google Play Store terms and conditions (as applicable), you acknowledge and consent to our monitoring and measurement of access and usage of the Halal Money App and Halal Money Services by you. This is done to ensure:

- adherence to these Terms of Use; and
- the technical efficiency and security of the App, and Halal Money Services.



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22. Inactive Accounts

An account shall be deemed inactive ("Inactive Account") if all of the following criteria are met for a consecutive period of twelve (12) months:

- The Halal Money Account holds no units in any ETFs.
- No transactions have been processed through the Halal Money Account.
- The Halal Money Account maintains a zero (0) balance.

We reserve the right to terminate any Inactive Account pursuant to the termination clause contained herein. Prior to such termination, we shall make reasonable efforts to provide notice to the email address associated with the Inactive Account. The account holder shall then have thirty (30) calendar days from the date of such notice to log in and restore activity, thereby preventing termination.

Upon termination of an Inactive Account, we reserve the right to permanently delete all associated account data from its systems. We shall not be liable for any losses or damages arising out of or relating to the termination of an Inactive Account.

23. Liability

We may be liable for losses incurred by you under applicable laws, including the Competition and Consumer Act 2010 (Cth) and the Australian Securities and Investments Commission Act 2001 (Cth). You will not be liable for any losses which:

- Are caused by fraudulent or negligent conduct of the relevant service provider in relation to the Halal Money Services, or Openmarkets Nominees in relation to the services provided through the App.
- Arise due to a password being forged, expired or cancelled.
- Arise due to unauthorised transactions, where it can be proven that you have not contributed to such losses.

Our liability is limited (to the extent allowed by law) and does not cover:

- Your misuse of the platform or non-compliance with these terms, including where you contributed to losses in relation to this misuse and non-compliance.
- Any corruption of data or breakdown, interruption or errors caused to the Halal Money Services caused directly or indirectly by you.
- Our reliance on third-party information or services.
- Errors in your instructions or outages beyond our control.
- Market risks, exchange issues, or regulatory actions.
- Any insider trading or market manipulation which you may engage in, or tax implications based on your information.
- Any force majeure event or other cause beyond our reasonable control, the effect of which is beyond our reasonable control to avoid.

This applies even if we were aware of any potential issues in respect of the above.

You acknowledge and agree that the use of the platform and third-party information is at your own risk.



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24. Fees and Charges

For fees and charges related to the Halal Money Account and other Halal Money Services, please refer to the applicable product terms, fee schedule and other relevant disclosures for details.

For fees and charges related to transactions through the App, for each buy or sell transaction of units in ETFs executed through the App, you will be charged a brokerage fee of A$10 per transaction ("Brokerage Fee"), payable to Hejaz Pay. This A$10 fee applies irrespective of the number of ETF units bought or sold in that single transaction. The brokerage fee is non-negotiable and will be deducted from your Halal Money Account balance at the time the buy or sell order is executed. In the event the balance in your Halal Money Account is insufficient to cover the brokerage fee, we reserve the right to cancel or reject the transaction. We may modify the brokerage fee amount from time to time at our sole discretion. You will be notified of any fee changes through the App and/or other communication channels we deem appropriate. The revised fee will apply to any transactions executed after the effective date of the fee change.

For fees and charges related to holding a sufficient account balance as detailed in clause 6, any applicable fee will be charged on a reasonable basis to cover our costs and will be communicated to you prior to deduction.

25. System Malfunction and Availability

While we strive to maintain the continuous availability and proper functioning of our Halal Money App and its features, you acknowledge and agree that we cannot guarantee uninterrupted or error-free operation. The performance of the App may be impacted by circumstances beyond our reasonable control, including but not limited to:

- Network or internet connectivity disruptions.
- Hardware or software failures, bugs, or errors.
- Cyber-attacks, security breaches, or unauthorised access attempts.
- Natural disasters, force majeure events, or other extraordinary occurrences.
- Outages, disruptions, or performance issues affecting third-party service providers.
- Scheduled or unscheduled maintenance activities.

In the event of any malfunction, disruption, or unavailability of the Halal Money App or its features, whether temporary or prolonged, subject to clause 29, we shall not be liable for any damages, losses, or expenses incurred by you or any third party, whether direct, indirect, incidental, consequential, or punitive in nature. This includes, without limitation, lost profits, data loss, trading losses, or any other financial or commercial damages resulting from your inability to access or use the Halal Money App or its services during such periods.

We shall endeavour to resolve any malfunctions, disruptions, or unavailability issues promptly and restore the full functionality of the Halal Money App. Subject to clause 29, we make no representations or warranties regarding the timeliness or successful resolution of such incidents.

Subject to clause 29, you acknowledge and agree that your use of the Halal Money App and its services is at your sole risk, and you assume full responsibility for any losses or damages arising from any malfunction, disruption, or unavailability of the Halal Money App or its features, irrespective of the underlying cause.

26. Warranties for Halal Money App

No terms within these Terms of Use exclude, restrict, or modify any guarantee, term, condition, warranty, right, or remedy implied or imposed by any law or legislation that cannot be lawfully excluded or limited, including the Australian Consumer Law within the *Competition and Consumer Act 2010* (Cth), which provides certain guarantees for the purchasers of goods and services.

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To the extent permitted by law, Halal Money does not guarantee that the Halal Money App or Halal Money Services will meet all requirements, operate without errors, or that all defects can be corrected or improved. Subject to any implied term, condition, or warranty imposed by the Australian Consumer Law or similar state legislation, all other warranties, including any implied warranties of merchantability, satisfactory quality, fitness for purpose, or ability to achieve a particular result, are excluded.

Warranties and related rights for the Halal Money Services are outlined in the relevant Other Terms.

27. Confidential and Up to Date Information

Subject to our legal obligations and as set out in the Other Terms, we will take reasonable steps to ensure that the information available through the App is accurate and regularly updated. Please refer to our Privacy Policy for details on how we protect your Halal Money App account information.

28. Intellectual Property

You agree that you:

- do not possess any rights, title, or interest in or to any proprietary rights related to the information contained in the App or Halal Money Services; and
- will not reproduce information obtained by using the App or Halal Money Services, except where such reproduction is for your personal non-commercial use in accordance with these Terms of Use.

29. Limitations Related to the Halal Money App

Nothing in these Terms of Use excludes, restricts, or modifies any guarantee, term, condition, warranty, right, or remedy implied or imposed by any law or legislation that cannot be lawfully excluded or limited. Subject to such implied or imposed matters and to your rights of termination outlined in clause 32 (Limitation, Suspension or Termination), to the fullest extent permitted by law:

- our liability to you for any claims related to a defect in the App or any unavailability of the Halal Money Services through the use of the App is limited to the re-supply of the associated Halal Money Services; and
- we are not liable under these Terms of Use for any indirect, special, or consequential losses (including loss of profits, actual or anticipated revenue by you).

We will not be held responsible, liable, or considered in breach of these Terms of Use for any failure to perform our obligations if such failure is due to:

- your failure to comply with your obligations under these Terms of Use (including compliance with any law);
- negligence, errors, fraud, or other misconduct by you;
- a third party (other than any third party under our control); and/or
- any event or matter beyond our reasonable control.

Please be aware that the App requires internet access to operate. If internet connectivity is lost, the features may be downgraded or become unavailable.



30. License

Subject to these Terms of Use, as a registered user of the App, we grant you a personal, non-exclusive, non-transferable, limited, and revocable license to use the App for personal and/or non-commercial purposes solely to access and receive the Halal Money Services. Any use of the App (in whole or part) in any other manner, including but not limited to resale, transfer, modification, or distribution of the App, is prohibited.

To the extent that you have any proprietary rights in the data captured in connection with your use of the Halal Money App, you grant to Halal Money a non-exclusive, worldwide, royalty-free license to:

- collect, host, copy, transmit, display, and store; and
- disclose and provide access to,

such data as necessary for Halal Money to provide, and make available in accordance with these Terms of Use, the Halal Money Services.

31. Making a complaint about the App

To make a complaint in respect of the App, you can contact us directly through the App by navigating to the "contact CS" feature and sending an email to us.

To make a complaint in respect of the Halal Money Account, please refer to the complaint section outlined in the relevant other terms for details.

32. Limitation, Suspension or Termination

In accordance with our commitment to adhere to United Nations Security Council sanctions, as Australia is a member state of the United Nations, we may be required to cease dealings with certain individuals or entities. If it is determined that you are or appear to be a Proscribed Person, we may immediately halt any transactions or dealings with you and/or suspend or terminate your access to the Halal Money App or Halal Money Services.

We, or Openmarkets Nominees in respect of the services provided through the App, may also suspend or terminate access to the Halal Money App or refuse to process a transaction as outlined in the relevant Other Terms if:

- We suspect you are using the Halal Money App or Halal Money Services for unlawful activities, including fraudulent actions or activities that could result in financial loss to you, us, or others.
- We deem it necessary for compliance management with laws in Australia or abroad, or to manage regulatory risk.
- We detect or suspect unusual activity that may be due to malware, a virus, ID takeover, or phishing. In such cases, we reserve the right to restrict access to the App if malware or a virus continues to be detected, or if you do not follow our recommendations to remove malware and/or viruses from your computer or device.
- You are accessing the App from sanctioned countries. (A list of sanctioned countries can be found at the Australian Government Department of Foreign Affairs and Trade website).
- In the scenarios mentioned above, we may, for security or legitimate business reasons (including legal requirements), suspend or terminate access without notice where reasonably necessary.

Additionally, we may suspend or terminate the provision of the Halal Money App or Halal Money Services if:

- We believe you have breached any of these Terms of Use, including suspected engagement in fraud or illegal activities, or if you attempt to use the App for activities that are illegal in Australia.
- You provide false or inaccurate information when interacting with the App or applying for or using the Halal Money Services.
- You include or use inappropriate content on the Halal Money App or in relation to the Halal Money Services.
- You engage in abusive, bullying, or anti-religious behaviour on the Halal Money App or in relation to the Halal Money Services.

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- You attempt to abuse, exploit, or take advantage of bugs, errors, or technical vulnerabilities in the Halal Money App, its features, or its services, including the Halal Money Services.
- You attempt to market manipulation or any other activities that may undermine the integrity, fairness, or proper functioning of the Halal Money App, its services including the Halal Money Services, or the markets in which we are involved.
- You attempt to engage in, or engage in, any unlawful activities, including but not limited to fraud, money laundering, or any other actions that violate applicable laws, regulations, or industry standards.
- You attempt to engage in, or engage in, conduct or activities that may damage, tarnish, or negatively impact our reputation, goodwill, or public image.
- For security, technical, maintenance, or operational reasons, we consider it necessary or appropriate to do so in line with our legitimate business purposes.
- We believe such action protects our legitimate business or security interests.

When exercising this discretion, we will:
- Provide you with as much prior notice as is reasonable under the circumstances.
- Act fairly and reasonably towards you in a consistent and ethical manner.
- Consider your conduct, our conduct, and the products and/or services being used.
- If you wish to terminate the use of the Halal Money App, you may do so by deleting the App or using any relevant close account function within the App.
- The termination provisions for Halal Money Services are detailed in the relevant Other Terms.

If the App is terminated or suspended by us:
- These Terms of Use will remain effective to the extent they are intended to survive, and both parties will remain bound by them, except that your right to access or use the App and Halal Money Services will be terminated or suspended.
- For the Halal Money Services, the termination or suspension process outlined in the relevant Other Terms will apply.

You acknowledge that upon termination or withdrawal of access to the App or any of its features, your personal settings and other saved data may be lost, and we are not responsible for any such loss.

Alternatively, should you choose to close your Halal Money Account:
- Upon Termination:
  a. Your Halal Money Account will be closed.
  b. Any remaining funds or investments will be dealt with in accordance with the applicable terms and relevant termination procedures.
- Shortfall Risk:
  a. You acknowledge that selling units in an ETF (including as accessible via the App) may result in a shortfall between your investment and the received amount following the sale. You are solely responsible for any such shortfall.

33. Communications With You

We may communicate with you through various channels, including push notifications, email, or SMS.

Push notifications or alerts will be sent to any compatible Apple or Android device where you have installed the Halal Money App, enabled notifications, and the device is linked to your mobile number. For Compatible Apple Devices, you can manage notifications in the "notifications" section of your device's "settings" section. For Compatible Google Devices, you can adjust notifications within the App's "settings" section.

Please be aware that depending on your device settings, notifications may be visible to others who can see your device or any connected devices, such as a smartwatch. It's important to review the notification settings on all your devices to ensure they are set according to your privacy preferences.

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Notifications may include:

- account alerts (e.g., balance updates, payment due dates, incoming payments, transaction notifications);
- security and service alerts;
- updates about new versions or upgrades;
- special offers and information about products and services; or
- transaction details and spending summaries.

By using the App, you agree to receive notifications, understanding that their delivery depends on your connection quality and the accuracy of the contact details you've provided. It's your responsibility to verify notification information before taking action. All general notifications will be sent through the App's notification function.

We reserve the right to modify, suspend, or discontinue notifications at any time for legitimate business reasons, including security concerns or if our notifications do not align with our operational requirements for the App. Receiving notifications does not impact your obligation to comply with the terms applicable to the App and any related account services.

Occasionally, we may send you messages that include commercial electronic messages promoting new or existing products and services. When we send messages with a commercial component, we will provide information on how to unsubscribe from future similar messages.

34. Privacy and Security

We collect your information when you download, install, and use the App. By using the App, you acknowledge and consent to our Privacy Policy. Please refer to the Privacy Policy for details of our collection and use of your personal information.

You are responsible for protecting your privacy when using the Halal Money App by maintaining the confidentiality of your login details and restricting third party access to your account in accordance with the distinct terms and conditions. You should refrain from accessing the Halal Money App from public or shared computers or mobile devices.

35. Miscellaneous

Changes to the Terms of Use

Subject to unfair contract terms, we reserve the right to modify these Terms of Use whenever necessary to align with our legitimate business interests, including for security reasons or when adjusting the functionality or services accessible by the App. We will endeavour to give you as much advance notice as possible and will inform you of any significant changes (those that go beyond minor corrections or updates to functionalities and/or associated terms and conditions) through electronic communication, either via email or in-app notification. If you disagree with any of the changes, you have the option to terminate your use of this App and the related services. However, if you continue to use the App and related services after such changes, it will be considered as your acceptance of the new terms. We may also require you to explicitly accept the changes to continue using the App or related services.

If a change is made that you are not satisfied with, you should:

- immediately cease using and uninstall the App; and
- refer to clause 35 of these Terms of Use, which will apply in such cases.

Please note that any changes to the Halal Money Services will be governed by the specific Other Terms.

36. Using Your Location Data

If you allow the Halal Money App to access your device's location information, we may log this data for security purposes and to enable other functionalities within the Halal Money App that require location data.

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37. General Advice Warning

Our website and the Halal Money App are intended for general informational purposes only and do not constitute personalised financial advice, recommendations, or endorsements of any interests, products, or services. Our website and the Halal Money App do not take into account your specific financial situation, investment objectives, or risk tolerance. Before making any investment decisions or engaging the Halal Money Services, you should seek independent and qualified advice from professional tax, legal, and financial advisors to ensure that any actions are appropriate for your individual circumstances.

38. Information Subject to Change

All information displayed on our website and the Halal Money App, including but not limited to product and service descriptions, pricing data, and security quotes, is subject to change without prior notice. We do not guarantee the accuracy, completeness, or timeliness of any information provided, and we shall not be held liable for any reliance placed on such information. It is your responsibility to verify the current information before making any decisions or taking any actions based on the content presented on our digital platforms.

39. Investment Guide Disclaimer

The "Investment Guide" accessible within the Halal Money App is intended solely for informational and educational purposes and does not constitute financial product advice. It does not constitute an offer, solicitation, or recommendation to buy, sell, or hold any particular investment product, security, or service.

The information, analyses, and opinions presented in the Investment Guide are general in nature and should not be construed as personalised investment advice tailored to your specific financial situation, investment objectives, or risk tolerance. The content is based on publicly available data and research, which may be incomplete, inaccurate, or subject to change without notice.

You should not rely solely on the Investment Guide when making any investment decisions. Instead, you should consider the relevant PDS, TMD, and conduct your own research, consult with qualified financial advisors, and carefully consider your individual circumstances before investing.

We assume no responsibility or liability for any losses, damages, or expenses that may arise from the use of the Investment Guide or from any investment decisions made based on the information provided therein. The final decision to invest, and the associated risks, remain solely your responsibility.

By using the Investment Guide feature, you acknowledge and agree to this disclaimer and the limitations of the information provided. If you do not agree with these Terms of Use, please refrain from relying on the Investment Guide or using any features of the App for investment purposes.

40. Messages from Our Staff

When you have a query, please email us at ausupport@halalmoney.com. Our staff will respond via email. It is your responsibility to ensure that notifications are enabled on your device or account to receive our responses promptly.

41. Brand Marks

Apple, the Apple logo, Apple Pay, Apple Watch, MacBook Pro, iPad, and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.

Google, Google Play, and the Google and Google Play logos are trademarks of Google registered in the U.S. and other countries.

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42. Severability

If any part of these Terms of Use is found to be invalid, it will not affect the validity of the remaining provisions, which will continue to be in full force and effect.

43. Waiver

Any failure by Halal Money to enforce a right under these Terms of Use does not waive that right or any other rights.

44. Assignment

Halal Money may assign or transfer its rights under these Terms of Use at any time, provided we give you reasonable notice. If you disagree with our assignment, you may cancel your use of the Halal Money App and delete the App. If you continue to use the App after 30 days of our notice, you are considered to have accepted the assignment.

45. Links

Links to third-party sites in the App are provided for convenience only. Accessing third-party sites through these links is at your own risk.

46. Applicable Law

These Terms of Use are governed by the laws of the State of Victoria. By using the App and associated Halal Money Services, you submit to the jurisdiction of the Courts of Victoria and the courts competent to determine appeals from those courts.

47. Software Licenses

We use software from various vendors to provide the Halal Money App and associated services. We will display the related license terms and conditions as required either through these Terms of Use or through the App as notified to you.

48. Accessing the App from Multiple Devices

For security purposes, we may restrict the number of devices that can install and register the Halal Money App. This may include limiting the number of devices that can use the Halal Money App simultaneously. When adding a new device, you will need to complete certain security verifications as part of the device registration process, which will be accessible through the App. If you wish to de-register the App from a device, you should delete the App.

49. Collecting Device and Network Information

By using the Halal Money App, you consent to our collection of information about your device and network connectivity for security reasons, which includes:

- device characteristics and unique identifiers;
- cellular and WiFi network names and encryption levels; and
- IP addresses.

50. Contact Us

If you have any questions, feedback, or comments related to the App or these Terms of Use, please feel free to contact us by submitting a support request in the App, or by emailing us at ausupport@halalmoney.com. We're happy to help!

51. Meaning of words for these Terms of Use

"App" or "Halal Money App"
means the Halal Money mobile device application through which Halal Money Services are accessible.

Brokerage Fee
is the fee payable by you to us for facilitating your ETFs transactions.

Business Day
means a day on which banks are open for general banking in Victoria.

Compatible Apple Devices or **Compatible Google Devices**
means either iPhones that meet the requirements listed in the Apple App Store, or Android devices that meet the requirements listed on Google Play (as appropriate).

Corporations Regulations
means the *Corporations Regulations 2001* (Cth).

ETF
has the meaning given in clause 1.

Fees
means the fees payable by you to Halal Money in relation to your use of the Halal Money Services as set out in these Terms of Use or applicable Other Terms.

FSG
means the financial services guide prepared by the relevant services provider, which is to assist you in understanding the financial services provided through the Halal Money Services.

"Halal Money", "we", "us" and **"our"**
means Hejaz Pay Pty Ltd ABN 89 601 295 112, trading as Halal Money, located at Suite 1106, 2 Queen Street, Melbourne VIC 3000. We are not an authorised deposit taking institution for the purposes of the Banking Act 1959 (Cth).

Halal Money Account
means the digital transaction account accessible via the Halal Money App.

Halal Money Services
mean the services you can access through the App as set out in clause 1.

Inactive Account
has the meaning given in clause 22.

Mistaken Payment
means a payment made by a user of the Halal Money Services, whereby that user transacts through the Halal Money Services and mistakenly pays funds into the account of an unintended recipient, due to the user entering or selecting incorrect payment details

Nominee Terms
has the meaning given in clause 8.

Openmarkets Australia
means Openmarkets Australia Limited ABN 38 090 472 012, AFSL 246705.

Openmarkets Nominees
means Openmarkets Nominees Pty Ltd ACN 603 716 089.

PDS
means the product disclosure statement in respect of the relevant Halal Money Service.

Privacy Policy
means our policy on how we collect and use your personal information, which is available at www.halalmoney.com.au.

Proscribed Person
is a person who reasonably appears to us to:

- be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; and/or
- act on behalf, or for the benefit of, a person referred to above.

Receiving Entity
means entity whose customer received a Mistaken Payment and is outlined at clause 15.

Terms of Use
means these terms and conditions.

TMD
means the document required to be produced under section 994B of the Corporations Act, which describes certain attributes of a "financial product" for the purpose of Part 7.8A of the Corporations Act.

"you" or "your"
means, as applicable, the person who downloads the App and/or applies for and has access to Halal Money Services.

Other Terms
has the meaning given in clause 1.1.

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