

The financial information, news and research that you ("the Member") may receive as a member of Theta Trading Pty Ltd (collectively, the "Information") may have been prepared by information providers that are independent of Jon Cox, Theta Trading and its affiliates. The sources are believed to be reliable, however we do not guarantee the accuracy, adequacy, timeliness or completeness of the Information. Access to electronic services may be limited or unavailable during periods of peak demand, market volatility, systems upgrade, maintenance, or other reasons beyond the control of Theta Trading Pty Ltd. While reasonable attempts have been made to verify the accuracy of the Information, Theta Trading accepts no responsibility for any errors in the Information and draws the Member's attention to the important warnings below in respect of the need to obtain personal financial advice prior to making any investment decisions or such other decisions in relation to the financial products referred to in the Information.

The information contained in the Derivative Index Daily Report ("the Report") is for general information and educational purposes only and should not be considered an individual recommendation or personalised investment advice. Equally, the financial product advice provided by Jon Cox as an authorised representative of Halifax Investment Services Pty Ltd is General Advice only, not Personal Advice. Accordingly, neither the General Advice nor the Report have been given or prepared taking into account the Member's particular investment objectives, financial situation and particular needs. The financial products referred to in the Information are not suitable for everyone. DO NOT base an investment decision solely on the Information. You should seek your own investment advice before making any decision based on the Information from a licensed broker or financial planner who will consider the Member's personal objectives and circumstances. Moreover, the Member is warned that:

- (a) the General Advice will be prepared without taking into account the Member's objectives, financial situation or needs; and
- (b) because of that, the Member should, before acting on the advice, consider the appropriateness of the advice and have regard to your objectives, financial situation and needs; and
- (c) if the advice relates to the acquisition or possible acquisition of a particular financial product, the Member should obtain a Product Disclosure Statement relating to the product and consider the Statement before making any decision about whether to acquire the product.

The Member acknowledges that:

- (a) Theta Trading Pty Ltd is not:
 - (i) a qualified or practising accountant;
 - (ii) a qualified or practising finance professional;
 - (iii) a licensed investment advisor or planner;
 - (iv) a licensed financial planner or advisor;

Jon Cox (authorised representative number 268694) is an authorised representative of Halifax Investment Services Limited. ABN 52 096980 522. Jon Cox is the Director of Theta Trading. Theta Trading, amongst other things, provides information services. Theta Trading does not offer financial product advice. All financial product advice is made by representation of Halifax Investment Services Limited.

- (b) The Information:
 - (i) may require further research to identify its application to the specific requirements of the Member; and
 - (ii) may be dependant on the further research to be undertaken as referred to in sub-paragraph (1) above, require modification to appropriately apply to the specific requirements of the Member; and
 - (iii) is referred to or provided by way of example only and is not intended to be nor is it excepted as specific investment recommendation or advice for the Member.
- (c) whilst all care is taken in the formulation, presentation and dissemination of the Information, Theta Trading does not warrant the accuracy, appropriateness or usefulness of the Information for the Members specific investment requirements, which have not been considered.
- (d) the Information is only intended to be research and information to assist the Member in his or her trading in the financial products referred to in the Information. Accordingly, no investment decision should be made by the Member based solely on the Information and the Member should obtain independent financial and legal advice in respect of specific investments contemplated by the Member.
- (e) Copyright and intellectual property rights in and to the Information is owned and controlled by Theta Trading;
- (f) the Member is not authorised to photograph and/or record the seminar in which he is participating. If the Member is found to be recording the seminar, the recording media (which includes audio tapes, videos, CDs, digital files, and any other recording formats) will be confiscated and become the sole property of Theta Trading, and Theta Trading reserves the right to exclude the Member from the remaining portion of the seminar and any future seminars.
- (g) The Member shall not distribute, copy, reproduce, disseminate or otherwise duplicate by any means any of the Information.
- (h) Any times quoted for performance or delivery of the Information are estimates only and Theta Trading shall not be liable for failure to perform or deliver, or for delay in performance or delivery. The Member shall not be relieved of any obligation to accept or pay for services, by reason of any delay in delivery or performance.
- (i) The Member shall not use or seek to use the Information in connection with any matter of an illegal or fraudulent nature.
- (j) The Member shall not do any act that may jeopardise the security or integrity of any part of Theta Trading's system or platforms. The Member shall comply with any instructions concerning access to the Information that may be given by Theta Trading from time to time.
- (k) There has been no reliance by the Member on Theta Trading's skill or judgment or written or oral representations, including any catalogues or publicity material, in deciding whether the Information is fit for a particular purpose or meets particular criteria.
- (l) The internet is not an inherently secure system and undertakes responsibility for the protection of its information and data.
- (m) The internet may contain viruses (including other destructive programs) which may, if not eliminated, destroy parts or all of the data contained within its system, and that Theta Trading has no control over these viruses. The Member agrees to provide its own mechanism for checking its system for viruses, and to hold Theta Trading harmless from any damage caused by viruses obtained through the Information.
- (n) Theta Trading gives no warranties whether expressed or implied as to the performance levels or operation of the Theta Trading system or the Information.
- (o) During the course of the Subscription, the Member may be introduced to third parties, separate from Theta Trading, who offer to provide a financial service to Members. The financial services provided by such third parties may include General Advice and/or Personal Advice. The Member acknowledges and agrees that:
 - (i) Theta Trading will merely inform the Member that a third party is able to provide the applicable financial service;
 - (ii) The third parties are not in any way affiliated with, and do not represent, Theta Trading or Jon Cox;
 - (iii) Theta Trading does not warrant the third parties are licensed or authorised to provide the financial service that is represented;
 - (iv) Theta Trading does not endorse, warrant, guarantee or recommend the financial advice provided by such third parties;
 - (v) Theta Trading does not receive any financial benefit from the third parties providing the financial service to Members;
 - (vi) Before acting on any financial service provided by the third party, the Member should consider the appropriateness of the advice in regard to the Member's objectives, financial situation and needs.

Disclosure

Theta Trading, its officers and their associates may have an interest in, or hold investments in the financial products listed.

Risk Definition

The colour coded risk categorisations contained in the Report are the product of an objectively verifiable formula or formulae, but are a general assessment only. Such categorisations are provided to Theta Trading members by Jon Cox as authorised representative of Halifax. The elements which make up the calculation of the formula and that the product of that formula is always described in shorthand as "Risk" and described as such, should not be construed as suggesting that a stated financial product should be acquired or sold. Refer to the above comments regarding obtaining appropriate investment advice and to the comments in the Financial Services Guide regarding risk associated with all types of investments including of the financial products described in the Information. Theta Trading gives no warranty as to the accuracy, usefulness or appropriateness of the risk categorisations and the Member releases Theta Trading from any liability for any loss or damages that may be suffered by the Member due to reliance by the Member upon the risk categorisations.

Release

The Member releases absolutely and holds harmless Theta Trading, its agents, employees, officers and assigns from all and any responsibility or liability for the losses claims or demands (including any loss or damage, consequential or incidental loss of profit or anticipated savings or as a result of the Member not achieving investment results or performance at the level anticipated by the Member upon joining Theta Trading) that may be incurred as a result of the Member using the Information for investment or other purposes. No warranties except those implied and which cannot be excluded by law are given by Theta Trading in respect of the Information and the services it provides. Where it is lawful to do so, the liability of Theta Trading for a breach of a condition or warranty is limited to the supplying of the Information again or the payment of the cost of having the Information supplied again, as determined by Theta Trading.

Authority

The Member acknowledges that Theta Trading may photograph and/or record the seminar in which the Member is participating and authorises Theta Trading to utilise any such photographs and/or recording in any manner whatsoever without the need to obtain any further consent or approval and without any claim for consideration.

Restraint

The Member hereby agrees that it may not (whether expressly or impliedly) represent or hold out to any person that the Member is a representative, agent, employee, partner or in any way connected with Theta Trading.

Confidentiality

The Member hereby agrees that the proposals, documents, concepts, ideas, calculations, formulae, intellectual property and any other materials or information (whether written or oral) given to the Member are strictly confidential and remains the property of Theta Trading. It may only be used by the Member for the purpose which it has been given, and may not be adopted or used for any other purpose, without the prior written consent of Theta Trading.

Credit Card Fees Notice

Australian Securities & Investment Commissions Notice: 02/457 Credit Card Fees Charged By Merchants. Dated: Wednesday 18th Dec 2002
From 1 January 2003 merchants can charge you extra for paying by credit card. The change is a result of recent reforms introduced by the Reserve Bank.

Why has the change happened?

The change which allows merchants to charge extra for credit card payments is part of a package of reforms introduced by the Reserve Bank of Australia that aims to promote greater efficiency, transparency and competition within the credit card network, for the benefit of all Australians.

Credit card transactions cost merchants more than other forms of payment, because of the fee merchants have to pay their bank for each credit card payment they receive. Rules imposed by credit and charge card companies currently prevent merchants from recovering the cost of card acceptance directly from consumers who pay by way of credit card.

The Reserve Bank's reforms will allow merchants who accept payment by credit card to choose between incorporating the cost of credit card transactions in their general pricing, as occurs now, or charging consumers who pay by credit card a fee to cover those costs from 1 January 2003.

Refund Policy

The Member acknowledges and agrees that at the conclusion of Day 1 of the Induction Workshop, if I am not completely satisfied, I will be entitled to a full refund of all monies paid to date. The 100% money back guarantee is only available on Day 1 of the Induction Workshop and the Member's investment in the Workshop is for attendance to the Workshop only.

The individual hereby agrees that the Workshop payment does not entitle them to access the member restricted area of the Theta Trading website. Such access forms part of the monthly Subscription fee.

Subscription & Membership Payment Policy

The Member agrees that beyond Day 1 of the introduction workshop it is mutually agreed that they will abide by the payment terms, including as to payment of the Subscription for a minimum of twelve (12) months from the date of joining. An administration fee of A\$20.00 per month will be incurred for late payments.

The member will gain full access to the Theta Services web site and the information and member services contained within it for from the date of joining, provided their subscription remains current. The subscription fees are due only after completion of the Induction Workshop and that this subscription requires an ongoing monthly investment of A\$195.00 (inclusive of GST) which will be automatically debited by Theta Trading Pty Ltd on or about the first day of each month. This subscription amount will be payment in advance for that month's access to information services.

The member clearly understands that if they terminate their Membership within 12 months of joining, the outstanding balance of their Subscription is payable.

After 12 months the member may suspend or cancel their subscription at any time by advising Theta Trading, in writing, of their desire to do so.

Theta Trading will make every effort to deliver the product and services advertised, however, to the extent permitted by law, reserves the right to amend conditions without prior notice.

Theta Trading may suspend or terminate the provision of the Subscription or other Information if the Member fails or delays in payment of any amounts owing by the Member to Theta Trading from time to time.

Legal Construction

These Terms shall be governed and interpreted according to the laws of Victoria and Theta Trading and the Member consent and submit to the jurisdiction of the Courts of Victoria. Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

Force Majeure

Theta Trading shall be released from its obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders provision of the Information impossible, where all money due to Theta Trading shall be paid immediately and unless prohibited by law Theta Trading may elect to terminate the Agreement.

Privacy Policy

1. Collecting your personal information

When you become a member, you supply us with the following information:

- Your name;
- Your email address; and
- Your credit card number and expiry date.

We collect this information ("personal information") to allow us to fulfil your request for our services. If you do not supply us with your personal information, we cannot process your membership and consequently you cannot receive the information we supply to our members.

2. Our use and disclosure of your personal information

The primary purpose of collecting your personal information is to facilitate the supply of the financial information to you.

We may disclose your personal information without your consent in the following circumstances:

- If we are required to do so by law;
- We believe it is necessary to do so in order to provide you with a service which you have requested;
- To implement our terms and conditions of use;
- To protect the rights or property of Theta Trading, any subscriber of Theta Trading, or any member of the public; or
- To lessen a serious threat to a person's health or safety.

Additionally, we may use and/or disclose your personal information, with your consent, in the following circumstances:

- We may notify you of events and information which we consider, in good faith, you may find valuable;
- We may notify you of important changes to our website; or
- We may disclose your personal information to third parties for the purposes of notifying you of events and other information.

For the purposes of the above, we shall assume that you have provided your consent to such disclosure, unless you advise us you wish to withdraw your consent, in the manner set out below.

You may withdraw your consent at any time simply by emailing us at admin@thetatrading.com. Please allow 2 business days for your request to be processed. Your withdrawal will not in any way prejudice your membership or your subscription to Theta Trading information and reports.

Please note that in the above situations, we will ensure that such use and/or disclosure is strictly for the purposes set out above, and we will take all reasonable steps to ensure that the third parties will keep your personal information private and confidential. If you decide to withdraw your consent, we will take all reasonable steps necessary to recover your personal information from these third parties.

3. Storage and security of your personal information

Theta Trading will take all reasonable steps to secure and keep secure your personal information, and to ensure that your personal information is accurate and up-to-date. Further, Theta Trading requires its employees, agents and contractors to maintain the confidentiality of any personal information disclosed to them in the course of carrying out their tasks.

Please maintain the confidentiality of your account details and please notify us immediately you become aware that your account has been accessed without your authorisation, or of any other breach of security. This will assist us in maintaining the privacy of your personal information.

4. Your access to your personal information

You may request access to your personal information that Theta Trading holds. Subject to the following exceptions, we will grant your request within 2 business days.

We reserve the right to deny your access for the reasons listed in National Privacy Policy 6, including the following:

- Providing access would pose a serious and imminent threat to the life or health of any individual;
- Providing access would have an unreasonable impact upon the privacy of other individuals;
- The request for access is frivolous or vexatious;
- Providing access would be unlawful;
- Denying access is required or authorised by or under law;
- Providing access would be likely to prejudice an investigation of possible unlawful activity; or
- Providing access would be likely to prejudice the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction, or breaches of a prescribed law by or on behalf of an enforcement body.

5. Changes to this privacy policy

We reserve the right to change this privacy policy as and when our business requirements change and/or amendments to the law in Australia require us to do so. Any changes to this privacy policy will be posted to the Theta Trading web page, so we urge you to visit this page regularly to ensure you are made aware of the most up-to-date privacy policy.