



**Webull**

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Webull Securities (Australia) Pty. Ltd.

## **Auto Investing – Terms and Conditions**

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## Contents

<b>1. Important Information</b> .....	3
<b>2. Definitions and Interpretations</b> .....	4
<b>3. The Webull Auto Investing Terms</b> .....	5
<b>3.1 The Auto Investing Service</b> .....	5
3.1.1 Type of orders permitted in this service.....	5
3.1.2 Funding source .....	5
3.1.3 Supported securities .....	5
3.1.4 How to setup Auto Investing .....	6
3.1.5 Pre-verification .....	6
3.1.6 Fees .....	7
3.1.7 Cancellation of Auto Investing .....	7
<b>3.2 Standing Authority for Auto Investing</b> .....	8
3.2.1 Funding your account via PayTo.....	8
<b>4. Indemnities</b> .....	9

## 1. Important Information

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Webull Securities (Australia) Pty Ltd (ABN: 51 654 849 457) is the holder of an Australian Financial Services Licence (AFSL Number 536980) provided to it by the Australian Securities and Investments Commission (“**ASIC**”) who regulate the *Corporations Act 2001* (“**Corporations Act**”).

The following information in this document is an agreement that sets out our Terms and Conditions (“**Terms**”) in relation to our Auto Investing Service (“**Auto Investing**”). These terms must be read in conjunction with our Financial Services Guide (“**FSG**”) and Standard Client Agreement which are located on our website at:

<https://www.webull.com.au/agreements>

In these Terms Webull Securities (Australia) Pty. Ltd. is referred to as “**Webull**”, “**us**”, “**we**” or “**our**”.

Additional functions and services in connection with the Auto Investing service may be provided by Webull to you from time to time, and as such, you agree to be bound by any relevant additional terms and conditions pertaining to such functions and services Webull may prescribe from time to time.

Please read these terms carefully and retain them for your future reference. You should consult your own independent legal, tax and financial or other professional advisers prior to entering into this agreement if you are in any doubt or have any questions about any part of these Terms.

## 2. Definitions and Interpretations

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For these Terms, the following definitions apply:

Term Used	Definition
<b>"Assessment Period"</b>	means the time at which Webull will process your Auto Investing Instruction. The specific time will be updated on the Webull Australia website from time to time.
<b>"Auto Investing Service"</b>	means the service of the auto investing product offered by Webull named Auto Investing.
<b>"Auto Investing Plans"</b>	means the amount selected by you to be deposited, frequency, the currency, and the securities you select to be in your bespoke Auto Investing.
<b>Auto Investing Task</b>	means each time Webull executes your Auto Investing Plan.
<b>"Monies"</b>	means money deposited by you with us held by us in one or more segregated account(s) on trust.
<b>"Australian Securities"</b>	means Australian Company shares listed on the Australian Securities Exchange ("ASX") and Cboe Australia Pty Ltd ("Cboe").
<b>"US Securities"</b>	means shares and fractional shares in US companies listed on US Exchanges, and Exchange Traded Funds ("ETFs").

## 3. The Webull Auto Investing Terms

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### 3.1 The Auto Investing Service

Auto Investing provides our clients who elect to participate in this service with the ability to set rules to invest in Australian and US securities using monies in the currencies of \$AUD or \$USD at set frequency intervals (**'Auto Investing Plans'**). Upon these Auto Investing Plans being successfully received by us all details of such instructions appear in your Webull account under the Assets page, inside the Auto Investing section.

#### 3.1.1 Type of orders permitted in this service

Please note that this service supports **buy** orders only. **No sell orders** are permitted.

#### 3.1.2 Funding source

No client funds are 'pooled' in relation to this service. Funds used are derived from monies that are contained in your PayTo authorised bank account or Webull trading account which is a requirement from us in our capacity as a funds up front model in order to trade in securities we offer.

By providing an Auto Investing Plan you are agreeing to Webull to debit sufficient funds in accordance with our Auto Investing process. Refer to section 3.2 – *Standing Authority for Auto Investing*.

You can select one of the following funding sources to setup Auto Investing:

#### Bank Account

- In order to participate in Auto Investing using a designated bank account, you **must** have a bank account setup with PayTo in the Webull app.
- The maximum deposit threshold to invest using this funding method is \$AUD10,000 per transaction.

#### Webull Trading Account

- In order to participate in Auto Investing using your Webull trading account, you **must** have the sufficient buying power in the currency for that market.

#### 3.1.3 Supported securities

Securities available for Auto Investing include Australian Shares, Australian ETFs, U.S. Shares, U.S. ETFs, and Smart Portfolio. These securities are subject to regulatory requirements such as market integrity.

To participate, you must meet the minimum investment amount specified in the Webull app, which may be larger than the regular trading requirements.

Webull holds the right to modify the available securities list at any time, which may result in the cancellation of your Auto Investing Plans.

### 3.1.4 How to setup Auto Investing

The Webull Auto Investing process comprises of the following tasks referred to as the Auto Investing Tasks:

- Select the securities or portfolios you wish to invest in.
- Enter the amount you wish to invest and select the frequency you require (e.g. daily, weekly, fortnightly, or monthly).
- Select a funding source.
- Attest to our Auto Investing Terms of Business and relevant risk disclosures.
- Submit the Auto Investing Plan and receive Webull's confirmation.
- Once the plan is confirmed, Webull start to execute the Auto Investing Tasks according to your plan.

**\*\*\*Failure to attest to these Terms during the Auto Investing process will result in the system blocking your request.**

### 3.1.5 Pre-verification

Upon receipt of your Auto Investing Plan Webull will start to execute accordingly. Before executing on your behalf in relation to your Auto Investing Task, Webull will conduct a pre-verification process to ensure the task can be executed successfully.

Once the relevant pre-verification process has been completed, Webull will start auto investing on your behalf in accordance with the following schedule:

#### **U.S.**

- Full Day Market: 10:30AM - 3:30PM EST
- Half Day Market: 10:30AM - 12:30PM EST

#### **Australia**

- 11:00AM - 3:30PM Local Sydney Time

Any Auto Investing Task *set outside of this time* will be performed on the next trading day.

### 3.1.6 Fees

Whereas there are no upfront fees applied for participating in Auto Investing please be aware that commissions, FX transfer fees, and other regulatory fees may apply. Please refer to our pricing schedule below:

<https://www.webull.com.au/pricing>

### 3.1.7 Cancellation of Auto Investing

You can cancel your Auto Investing Plan(s) at any time without any costs or restrictions. Upon receiving your cancellation request, we will immediately halt any unprocessed Auto Investing Task(s). Please note that any ***in-progress*** Auto Investing Task(s) will be executed as per the original plan.

You acknowledge and agree to the following:

- If the frequency stipulated in your plan falls on a non-trading or non-dealing day, the transaction will be automatically executed on the next trading day
- If Auto Investing Task fails due to the below reason, the transaction will be automatically executed on the next trading day:
  - The frequency stipulated in your plan fall on a non-trading or non-dealing day.
  - The PayTo payment instruction process is not completed or fails due to pending funds, insufficient bank account funds, or operational and system delays.
  - The Securities and/or Units in your instruction involve conversion between currencies and the currency conversion is not completed.
- If Auto Investing Task fails due to the below reason, the transaction will be automatically cancelled:
  - Your order cannot be fully executed, the remaining order will be cancelled.
  - your buying power does not meet the investing amount set on your Auto Investing Plans.
  - Your recurring investment amount in the plan does not meet the minimum order requirement.
  - The Securities and/or Units in your Auto Investing Plans cannot be ordered due to any trading limitation in the market.
  - Your bank account is not linked to a valid PayTo agreement.
  - Your transaction has been retried three times.
  - Your trading account encounters any of the following scenarios:
    - Has a trading restriction in place.
    - On a margin call.
    - Trading product not yet activated.

- If any specific Auto Investing Task has been cancelled for a consecutive number of **3 times due** to any clause above contained in this section, the corresponding Auto Investing Plan will be cancelled.

## 3.2 Standing Authority for Auto Investing

Upon attesting to these Terms you consent to providing Webull with a standing authority that authorises Webull to:

- (a) transfer and apply all or any sum of Monies as directed by you to purchase and/or subscribe for the relevant Securities and/or Unit(s) on your behalf as per the investment amount and frequency stipulated in your instructions.

### 3.2.1 Funding your account via PayTo

If you have opted to fund your Auto Investing via PayTo, you acknowledge that:

- (a) you authorise Webull to initiate a PayTo payment instruction on your behalf as per the deposit amount and frequency from the bank account stipulated in your Auto Investing Investment Plan and
- (b) in the event the Securities and/or Units in your Auto Investing Plan involves conversion between currencies, you authorise Webull to convert your Monies to the currency which the Securities and/or Units are denominated in.

### 3.2.2 Your acknowledgement of this Standing Authority

This Standing Authority is given to Webull:

- in consideration of Webull agreeing to continue to maintain your Webull trading account for you and provide the Auto Investing services.
- without prejudice to other authorities or rights which Webull may have in relation to dealing with Monies in the segregated account.

In addition, this standing authority will continue to be valid until such time you either cancel your Auto Investing Plans or close your Webull trading account.

In the event of currency conversion, please be aware of the FX fee in place for each Auto Investing Task.

## **4. Indemnities**

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Webull shall have no responsibility nor liability for any losses which you may suffer or incur as a result of the direct or indirect use of our Auto Investing services unless any such loss, damage or expense is directly and reasonably foreseeable and caused directly and exclusively by the gross negligence or wilful misconduct of Webull's Directors, Officers, employee, or agent.