

**LINK FUND SOLUTIONS PTY LIMITED ABN 44 114 914 215**

## **SECURITY HOLDER ACCESS TERMS**

Link Fund Solutions Pty Ltd is a specialist provider of outsourced middle and back office administration and accounting services to a range of fund managers. This includes maintenance of unit registers.

If you are an investor in one of the Managed Investments Schemes or Wholesale Investment Trusts that we look after, you can access Link Fund Solutions Online to see the value of your investments and details regarding your unit holding (**Account Information**).

By accessing Link Fund Solutions Online, you agree to be subject to these terms. We may update these terms from time to time by replacing the existing terms with new one. The terms that will apply are the terms that are available on the web site when you access Link Fund Solutions Online.

### **1. YOUR ACKNOWLEDGEMENTS**

You acknowledge that:

1.1 Your Account Information may not be complete, accurate or current and Link Fund Solutions is not be liable for any loss or damage arising out of your use or reliance on your Account Information.

1.2 It is your sole responsibility to review the Account Information accessed by you to ensure its accuracy and proper application. You will review the Account Information and give Link Fund Solutions written notice of any suspected error or omission.

1.3 If you use Link Fund Solutions Online to give an instruction regarding your unit holding, you confirm and warrant to us that the instruction is a valid and proper instruction from you.

### **2. ACCESSING LINK FUND SOLUTIONS ONLINE**

2.1 Access to Link Fund Solutions Online is password protected. We will provide you with a username and password once you have registered with us to use Link Fund Solutions Online.

2.2 If you would like to have additional users, we will provide you with additional usernames and passwords subject to you providing us with the users' names and those users agreeing to our terms of use which will be consistent with this agreement (**Authorised Users**). You warrant that you are entitled to provide the personal information of those users. You will be responsible for the actions of your Authorised Users.

2.3 You understand that you are responsible for maintaining the confidentiality of your password and agree not disclose or provide it to other people. If you become aware of any unauthorized use of your password or of your account, or the password or account of any of your Authorised Users, you agree to notify us immediately at [lfs\\_registry@linkgroup.com](mailto:lfs_registry@linkgroup.com). You must also notify us immediately if any of your Authorised Users no longer work for you so that we can terminate their access.

2.4 You are responsible for all use of your password or of your account, and all use of the passwords and accounts of your Authorised Users.

### **3. YOUR WARRANTIES AND INDEMNITIES**

3.1 When you use Link Fund Solutions Online in respect of a security holding, you warrant that you are either the security holder or that you have been duly authorised by the security holder to act on their behalf in using Link Fund Solutions Online and in performing any action or transaction on Link Fund Solutions Online.

3.2 You also agree to indemnify Link Fund Solutions from all liabilities (whether actual, contingent or prospective and whether liquidated or sounding only in damages), losses, damages, costs and expenses (including legal expenses on a full indemnity basis) of whatever description which Link Fund Solutions suffers or incurs by reason of a breach of the above warranty.

3.3 When you use Link Fund Solutions Online in respect of a security holding that is in joint names, you warrant that you are:

(a) one of the named joint holders and that you have obtained the consent of all of the other joint holders to act on their behalf in respect of the security holding in using Link Fund Solutions Online and in performing any action or transaction on Link Fund Solutions Online; or

(b) not one of the named joint holders, but you have been authorised by all of the joint holders to act on their behalf in respect of the security holding in using Link Fund Solutions Online and in performing any action or transaction on Link Fund Solutions Online.

3.4 You also agree to indemnify Link Fund Solutions from all liabilities (whether actual, contingent or prospective and whether liquidated or sounding only in damages), losses, damages, costs and expenses (including legal expenses on a full indemnity basis) of whatever description which Link Fund Solutions suffers or incurs by reason of a breach of the above warranty.

3.5 When you use Link Fund Solutions Online in respect of a security holding that is in the name of an entity you warrant that you have been duly authorised by that entity to act on its behalf and you also agree to indemnify Link Fund Solutions from all liabilities (whether actual, contingent or prospective and whether liquidated or sounding only in damages), losses, damages, costs and expenses (including legal expenses on a full indemnity basis) of whatever description which Link Fund Solutions suffers or incurs by reason of a breach of the above warranty.

### **4. AVAILABILITY OF LINK FUND SOLUTIONS ONLINE**

4.1 We will endeavour to ensure Link Fund Solutions Online is available when you need it. However, we do not guarantee that Link Fund Solutions Online will be available 24/7.

4.2 If you have any difficulties using Link Fund Solutions Online, please contact us at [lfs\\_registry@linkgroup.com](mailto:lfs_registry@linkgroup.com)

### **5. PRIVACY**

5.1 Personal information may be collected through Link Fund Solutions Online. Such information may include your address, e-mail address, tax file number and bank account details.

5.2 In accepting these terms, you warrant that you accept the terms of the Link Fund Solutions Privacy Policy available on our website at [www.linkfundsolutions.com](http://www.linkfundsolutions.com), setting out,

amongst other things, the basis on which the personal information is collected, the primary purposes for which the information collected will be used, the parties to which the personal information may be disclosed and the manner in which you can gain access to the personal information held.

## **6. OUR LIABILITY**

6.1 Nothing in these terms operates to exclude, restrict or modify the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* or any other applicable statute, where to do so would contravene that statute, or cause any part of these terms to be void (**Non-excludable Conditions**).

6.2 Subject to any Non-excludable Conditions, we exclude all other representations, guarantees, warranties and terms, either express or implied.

6.3 Link Fund Solutions as well as each of its directors, officers and employees expressly disclaim all liability (including liability in negligence) and responsibility to any person (whether a reader of these terms and conditions or not) in respect of anything and of the consequences of anything done or omitted to be done by any such person arising out of or in reliance (whether wholly or partly) on any use of the facilities made available through Link Fund Solutions Online service including liability for loss or damage, which you or anyone else might suffer as a result of any incorrect, inaccurate or incomplete provision or recording of any information.

6.4 Our total aggregate liability under or related to these terms for all loss, damage, and cause of action (whether in contract, tort (including negligence) or otherwise) is limited to \$100. We do not accept any liability for lost profits, revenue or data or any indirect or consequential expenses, losses, damages or costs that arise directly or indirectly as a result of your use of Link Fund Solutions Online.

6.5 We are not liable to the extent that something was caused or contributed to by your negligence or by the negligence of any third party. We will not be liable for delay or failure to deliver resulting from acts of God, strikes or any other cause beyond our reasonable control.

## **7. TERMINATION AND SUSPENSION**

If you breach any of these terms, we may:

(a) suspend provision of Link Fund Solutions Online to you until the breach is remedied; or

(b) terminate this agreement by notice to you immediately.

## **8. GENERAL**

### **Definitions**

8.1 In these terms the following definitions apply:

"**Issuer**" means an entity in respect of which Link Fund Solutions is providing registry services;

"**securities**" means shares, units or other financial products as that term is defined in the Corporations Act as the case may be;

"**you**" and "**your**" means the person accessing Link Fund Solutions Online;

"**Link Fund Solutions**" means Link Fund Solutions Pty Limited ABN 44 114 914 215;

### **Interpretation**

8.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

8.2.1 an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;

8.2.2 where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

8.2.3 a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular and a reference to any gender also indicates the other genders;

8.2.4 a reference to the word 'include' or 'including' is to be interpreted without limitation;

8.2.5 headings are inserted for convenience only and do not affect the interpretation of this agreement; and

8.2.6 a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

### **Severability**

8.3 In the event that any part of these terms is not legally enforceable, the remaining terms shall not be affected and shall remain valid and enforceable.

### **Governing law**

These terms shall be governed by and construed in accordance with the law applicable in New South Wales. You agree that in the event of a dispute the courts of new South Wales shall have jurisdiction.