

Terms & Conditions of Use

Acceptance of Terms and Conditions

By accessing the Investor Centre, you agree to the following terms and conditions that apply to your use of the Investor Centre provided by MUFG Corporate Markets (AU) Limited (“MUFG Corporate Markets”):

Authority to register security holder and amend security holder details

1. You warrant and represent that you are either:
 - the security holder or one of the joint security holders;
 - a duly authorised officer, representative or attorney of the security holder;
 - an investor (registered or beneficial holder of current securities); or
 - a person authorised by any of the above to access the investment details on the Investor Centre

and that you have the authority to register the security holder and their portfolio with the Investor Centre and/or access the security holder’s details through the Investor Centre.

2. If you cease to be any of the above, you warrant that you will immediately notify us in writing and not use or amend the login details.
3. If you add to, alter, amend or delete any of the security holder’s details contained in the Investor Centre, you warrant that you have the authority of the security holder to do so.
4. If your authority is under a power of attorney, you warrant that the relevant power of attorney or a certified copy of it has been previously noted by MUFG Corporate Markets or the applicable MUFG Pension & Market Services entity

Security of Login Details

5. You agree that you are responsible for the security of your login details and that you will keep your login details confidential.
6. You agree that the login details constitute your signature for the purpose of approving any amendments to your security holder details in the Investor Centre.
7. If you know or ought reasonably to know that some other person is aware of your login details, you agree to notify us immediately in writing.

8. You agree that you will be responsible, and we will not be responsible, for any loss or damage caused to any person or breach of any law arising from the unauthorised use of your login details if the unauthorised use occurs before, or within 24 hours after, you notify us.
9. If you deliberately disclose the login details or you fail to take reasonable measures to ensure the security of the login details you agree that you will be responsible for any unauthorised use regardless of when you notify us.
10. You agree that you are providing consent for your essential user account information to be shared with and used by any MUFG Pension & Market Services entity and/or third-party organisations in Australia or overseas in order for MUFG Pension & Market Services to provide you with services in relation to your account and to administer your portfolio in accordance with the **MUFG Pension & Market Services** [Privacy Policy](#).

Acknowledgement of no financial advice or offer of securities

11. The Investor Centre does not contain investment advice and you should consult an independent legal, financial or other adviser to help form your own opinion on any investment decision. You should also consult appropriate professional advisers about any legal, stamp duty, taxation and accounting implications of your investments or any changes you make to your security holder details in the Investor Centre.
12. No statement in this Investor Centre constitutes a recommendation, offer or invitation to invest in any investments, securities or financial products of any party.

Content and use of Investor Centre

13. The Investor Centre contains a summary of information collected from third parties or that information provided by you or your authorised representative(s). MUFG Corporate Markets makes no representation or warranty as to the accuracy or reliability of the information in the Investor Centre.
14. In submitting information to the Investor Centre you agree to the use of that information by MUFG Corporate Markets in accordance with MUFG Pension & Market Services' Privacy Policy and where necessary, the transfer of the information to the relevant issuer or broker or to the extent required by law, to any government department or authority or law enforcement agency.
15. The Investor Centre may contain links to web sites controlled by third parties. MUFG Corporate Markets does not endorse the content of any third-party web sites and disclaims any liability for any information, materials, products or services posted or offered on those web sites.
16. The information contained in the Investor Centre is for your personal use and may not be on-sold. You may not distribute any information in the Investor Centre other than to person(s) authorised to receive that information or to your professional advisers for the purpose of obtaining advice in relation to your security holdings. You may print or retain electronic copies of information contained within the Investor Centre to that extent necessary to maintain your own investment and taxation records. You are responsible for the security of any copies taken from the Investor Centre.
17. You must ensure that your access to the Investor Centre is not illegal or prohibited by laws which apply to you including the jurisdiction to which you reside. You must take your own precautions to ensure that the process which you employ for accessing the Investor Centre does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. MUFG Corporate Markets does not accept responsibility for any interference or damage to a computer system which arises in connection with your use of this web site or any linked web site, nor does MUFG Corporate Markets accept responsibility for any

losses you may incur arising from your use of the internet or any Wi-Fi network whether secured or unsecured, personal or private.

18. Unless indicated otherwise or requested, all amounts quoted in the Investor Centre are in Australian dollars.

Confirmation and Instructions

19. Any instruction to update static data will usually be processed promptly but should not be treated as processed until confirmed on Investor Centre. MUFG Corporate Markets may suspend the ability to update static data solely at our discretion (including during distribution periods).
20. We are not obliged to (but may at our discretion) verify any instructions or changes submitted via Investor Centre.
21. You will review the information on Investor Centre and notify us in writing if you believe the information to be incorrect or incomplete.

Non-Individual Investment

22. Where applicable, any investment not held by a single natural person, whether joint, corporate or otherwise, may only be transacted on or otherwise updated through Investor Centre after agreement and authorization by all applicable authorised signatories associated with the investment confirming that an individual Investor Centre user has authority to issue instructions to MUFG Corporate Markets via the Investor Centre account in respect of the investment.

Copyright and Trademarks

23. Copyright in this web site (including text, graphics, logos, icons, sound recordings and software, other than issuer's trademarks or publications) is owned or licensed by MUFG Corporate Markets (AU) Limited (ABN 54 083 214 537). Other than as expressly provided for in these terms and conditions, you may not in any form or by any means:
 - a. adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Investor Centre or its software; or
 - b. commercialise any information, products, software or services obtained from any part of the Investor Centre without our express written permission.
 - c. you must not attempt to access the software or computer systems supporting the Investor Centre.
24. We and/or our licensors are the owners or licensors of all intellectual property in Investor Centre. All intellectual property rights in Investor Centre, and the content, which appears on Investor Centre belongs, or is licensed, to us
25. Nothing displayed in the Investor Centre should be interpreted as granting you any right to use or distribute any names, logos, trademarks or service marks.

Privacy Policy

26. Nothing in these terms and conditions varies or amends MUFG Pension & Market Services' [Privacy Policy](#) available in the Investor Centre.

Security of Information

27. MUFG Corporate Markets does not warrant and cannot ensure the security of any information which you transmit to the Investor Centre. Any information which you transmit is transmitted at your own risk. Once your transmission is received, the information it contains will be recorded and maintained in accordance with MUFG Pension & Market Services' [Privacy Policy](#).
28. MUFG Corporate Markets will take all reasonable measures to ensure the security of the Website is not compromised. However, there are inherent risks in using an online system. We cannot guarantee Investor Centre will be free from:
 - a. technical failure or corruption;
 - b. error or delay; or
 - c. misuse, fraudulent use or access by unauthorised persons.
29. You accept that, from time to time, sending information through Investor Centre may be unavailable, interrupted or restricted whether due to circumstances beyond our reasonable control including, for example, a lack of availability or interruption of the internet or other telecommunication system or otherwise.
30. We will make reasonable efforts to make sure that Investor Centre is available, but cannot ensure that you will always be able to access Investor Centre. In particular, we may from time to time, have to suspend Investor Centre to maintain or upgrade it, or you may not be able to access Investor Centre because of problems with telephone networks or because you are in an area that does not have mobile telephone coverage. We will not be liable to you if Investor Centre is unavailable.
31. We may change, modify, amend or remove some or all of the functionality or content of Investor Centre at any time, including adding access to new or additional services.
32. By creating a Investor Centre account, you are accepting Investor Centre as a means of information provision and transaction processing (where offered) in respect of your investments, including, but not limited to transaction confirmations/contract notes and the provision of periodic statements. You should ensure you review your Investor Centre account [and the information regarding your Investment(s)] regularly and at least once per quarter. We may also communicate with you online regarding your Investor Centre account using the most recent email address, telephone number or other contact details that you have given us.
33. Any document or communication made available by MUFG Corporate Markets to you via Investor Centre will be deemed to have been received by you once uploaded to Investor Centre by us.

Amendment and Termination

34. MUFG Corporate Markets may, in its sole discretion, amend these terms and conditions from time to time. Amendments will be effective immediately upon their publication in the Investor Centre. Your use of the Investor Centre or continuation of your registration with the Investor Centre following the publication will constitute an agreement by you to be bound by the terms and conditions, as amended.
35. Your access to the Investor Centre may be terminated at any time by MUFG Corporate Markets, or by you. These terms and conditions continue to apply despite termination of your access to the Investor Centre.
 - a. You may delete your Investor Centre Portfolio by contacting us from the 'Contact Us' section of Investor Centre, by phone to 1300 554 474 (Monday-Friday 8.30am-8.00pm, Sydney time) or by email to support@cm.mpms.mufg.com.
 - b. MUFG Corporate Markets may delete inactive or empty Portfolios at any time. We note that any deletion will not change or amend your underlying security holdings.
 - c. MUFG Corporate Markets will be entitled to end your use of the Investor Centre immediately in respect of any security included in your Portfolio which you hold jointly with others, if any joint holder objects to that holding being included in your Portfolio.

Disclaimer and Limitation of Liability

36. Except for warranties that cannot be excluded by law, no warranty either express or implied is given by MUFG Corporate Markets in respect to the Investor Centre or any service provided in the Investor Centre.
37. To the extent permitted by law, in no event will MUFG Corporate Markets be liable for any loss or damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with the Investor Centre or your use of or inability to use the Investor Centre, including without limitation any errors or omissions in information in the Investor Centre, any delays or errors in the processing of information you submit to the Investor Centre or from computer viruses, even if MUFG Corporate Markets is advised of the possibility of, or could reasonably expect, such damages, losses or expenses. To the extent permitted by law, any liability under any condition or warranty that cannot be excluded is limited at MUFG Corporate Markets's option, to the re-supply of the services or payment for the same to a client of MUFG Corporate Markets.
38. MUFG Corporate Markets accepts no responsibility for any damage, loss or liability to individuals or entities in respect of an investment when it is acting on a proper instruction received from a user authorized to act in respect of such investment.

Indemnity

39. You indemnify MUFG Corporate Markets and its directors, officers, employees and contractors from any loss or damages including without limitation direct or indirect, special, incidental or consequential damages and legal costs on a full indemnity basis arising from your breach of these terms and conditions. If you are not a natural person, this indemnity is limited to the extent that you are permitted at law, or if applicable, by your constituent documents, to give this indemnity.

Governing Law and Interpretation

40. These terms and conditions are governed by the laws in force in New South Wales, Australia and you irrevocably submit to the exclusive jurisdiction of the Courts of New South Wales.
41. These terms and conditions shall be interpreted so as to comply with all applicable unfair contract laws.

MUFG Corporate Markets includes its related bodies corporate as defined under the *Corporations Act 2001(Cth)*.