

Online Application Form Terms and Conditions

These Terms and Conditions apply to the Website where the Online Application Form is made available. These Terms and Conditions are legally binding once You accept them by clicking 'Apply' at the bottom of the 'Your Investment' page. Please read them carefully before accepting them.

Definitions

In these Terms and Conditions, unless the context requires otherwise, terms defined in the Corporations Act 2001 (Cth) (**Corporations Act**) have the same meaning given to those terms in the Corporations Act and the following terms have the meaning set out below.

Laws means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (Cth).

Iress Group means Iress Limited and its direct and indirect subsidiaries including OneVue Fund Services

Individual means a natural person.

Investment Amount means the amount(s) You are investing in the Product(s) chosen by You, as specified in this Online Application Form.

Investment Manager means any fund manager or financial product provider in respect of a Product.

Nominated Person means a Person who has been nominated and authorised by another Person (including beneficial owners), to apply for Products, and provide whatever information necessary, including Personal Information, on their behalf using the Online Application Form,

OneVue Fund Services or OneVue means OneVue Fund Services Pty Limited ABN 18 107 333 308 and registry services provider with respect to Products.

OneVue Privacy Policy means the Privacy Policy of OneVue which is available at <https://onevue.com.au/privacy-policy/>

Online Application Form means the online application form (which includes these Terms and Conditions) provided via the Website by which You (if eligible) may make an application to invest in the Product(s).

PDS means the product disclosure statement or any supplementary or replacement product disclosure statement or other disclosure document as defined in the Corporations Act issued for the relevant Product.

Person means a natural person (or natural persons in the case of a joint application), a body corporate or a trustee of an SMSF or trust.

Personal Information has the same meaning as defined in Privacy Laws, including but not limited to Your name, address, date of birth, email, telephone number, Tax File Number and other relevant contact details and personal information.

Privacy Laws means:

- (a) the Privacy Act 1988 (Cth);
- (b) the Australian Privacy Principles contained in Schedule 3 to the Privacy Act 1988 (Cth) or any approved privacy code (as defined in the Privacy Act) that applies to OneVue; and

- (c) any other statute, regulation, or law in Australia which relates to the protection of Personal Information and which OneVue must observe.

Product(s) means:

- (a) a unit trust or other pooled investment vehicle in respect of which interests are offered under a PDS issued from time to time by the relevant Responsible Entity; and
- (b) in respect of which an application may be made by completing and submitting this Online Application Form.

Responsible Entity means a responsible entity of a Product.

SMSF means a self-managed superannuation fund.

Trustee means the natural person or company whose information appears in this Online Application Form as a trustee of an SMSF or trust.

You or **Your** means a Person making an application to invest in Product(s) pursuant to the Online Application Form either in your personal capacity or in your capacity as a Nominated Person.

Website means the websites owned and operated by OneVue Fund Services

Regulatory Information

- You agree and acknowledge that you are accessing the Website within Australia.
- All information in relation to the Product(s) including PDSs (“Product Information”) are prepared by the relevant Investment Manager or Responsible Entity. Neither OneVue nor any of its affiliated or related bodies corporate takes responsibility or liability for any losses, damages or liabilities in connection with the Product Information available on the Website. For further information about your rights and the relevant Investment Manager or Responsible Entity’s responsibility and liability in relation to the Product Information, please refer to the applicable PDSs or contact them directly.
- PDSs for Products are available via the Website. You should obtain and consider the relevant PDS before deciding whether to acquire, continue to hold or dispose of interest in that Product.

Online Application Form

You acknowledge that:

- The Investment Manager provides the Online Application Form with respect to the Products; and
- OneVue Fund Services provides unit registry services to the Investment Manager which includes the provision of the Website where the Online Application Form with respect to the Products are made available. Should you invest in such Products, OneVue Fund Services will receive administration fees for providing unit registry services.

Completing the Online Application Form

By completing and submitting the Online Application Form You will be making an application to acquire interests in the Product(s) specified in the Online Application Form.

When completing the Online Application Form, You will be required to provide certain information either in Your personal capacity or in Your capacity as a Nominated Person, including:

- (a) information regarding whether You are an Individual or a Trustee or a representative of a company;
- (b) the Product(s) You are applying to invest in and the Investment Amount You would like to invest;
- (c) Your Personal Information or the Personal Information of another Person/s for which you are the Nominated Person; and
- (d) details of Your or a Nominated Person's nominated bank account.

Once You have completed and submitted the Online Application Form, an email notification with a link to the details of your application will be sent to:

- (a) the email address You have provided in the Online Application Form; and
- (b) Any person for whom you act as a Nominated Person, and for whom you have submitted the Online Application Form on behalf of.

As part of completing this Online Application Form, Your and/or a Nominated Person's identity will be verified pursuant to AML/CTF Laws.

If you submit Personal Information on behalf of another Person for whom you act as a Nominated Person for the purpose of verification pursuant to the AML/CTF Laws, You will be required to make a separate declarations regarding the submission and verification of that Personal Information.

The relevant Responsible Entity of the Product will not issue interests in the Product(s) to You pursuant to the Online Application Form unless:

- (a) it has received the completed Online Application Form;
- (b) it has received payment of the Investment Amount for investment in the Product(s); and
- (c) it has decided to accept Your application.

The Responsible Entity of a Product may decide to decline Your application.

Availability

OneVue will use its reasonable endeavours to provide the Online Application Form in an uninterrupted manner. However, OneVue reserves the right without notice to You to make any technical changes to the Online Application Form or the Website which it considers to be necessary or desirable, and will not be responsible in the event that any upgrade to the Online Application Form or the Website means that You are temporarily unable to access the Online Application Form via the Website.

In addition, it is possible that the Online Application Form may be unavailable at any time without notice to You (for example, due to technological disruptions). OneVue nor any of its affiliated or related bodies corporate will be liable in the event that the Online Application Form or the Website is not provided in a continuous and uninterrupted manner.

Privacy

You are required to submit certain Personal Information to OneVue in order for You to complete the Online Application Form and subsequently, invest in the Product(s). The Personal Information collected via the Website will be used, disclosed and handled in accordance with OneVue Privacy Policy. To process your application to invest in the Product(s) of Your choice, the relevant Responsible Entity and the Investment Manager shall use, disclose and handle the Personal Information in accordance with their privacy policy. For further information, please refer to the applicable PDS.

Warranties, Confirmations and Undertakings

By accepting these Terms and Conditions, You also agree to the following warranties, confirmations and undertakings.

1. You:

- (a) accept all risks associated with making and submitting the Online Application Form electronically, including the risk that an email sent to You may be infected with viruses or corrupted in any other manner;
- (b) acknowledge and agree that OneVue, the relevant Investment Manager(s) and Responsible Entities will not be held liable for any loss arising where they or their respective service providers, act on instructions received via Your nominated email address;
- (c) indemnify OneVue and each relevant Investment Manager and Responsible Entity for any loss arising from any payment or action or inaction by such persons based on any instruction (even where it is not genuine) that the Investment Manager, Responsible Entity or OneVue receives by an electronic communication which appears to indicate to OneVue, any relevant Investment Manager or Responsible Entity (as applicable) that the electronic communication has been provided by You; and
- (d) acknowledge that electronic communication may be intercepted, copied, adapted or imitated by third parties and may not always be safe, reliable or timely.

2. Where You are providing Personal Information on behalf of another Person, you acknowledge and agree that You will make that Person aware of the contents of the OneVue Privacy Policy.

3. You agree that none of OneVue or any of its related companies, and their respective directors, officers, agents, employees and contractors have any responsibility and are not liable for any loss arising in connection with the information being sent electronically via the Online Application Form, including if You do not receive any information, where there is a delay in You receiving any information, or the fact that the email may be corrupted or infected with viruses.

4. You acknowledge that all intellectual property rights in the Online Application Form, including copyright, database rights and trademarks are the property of OneVue or its related bodies corporate.

5. The information on the Website (including the Online Application Form) may contain material provided by third parties, or links to third party sites ("Linked Sites"). Linked Sites are not under the control of the Iress Group, and no member of the Iress Group is responsible for any content of any Linked Site or any hyperlink contained in a Linked Site. While material provided by third parties is published with necessary permission, neither OneVue nor any of their related companies, and their respective directors, officers, agents, employees and contractors

give any representation or warranty as to the reliability, accuracy or completeness of, or recommends or endorses any such material, including the PDSs.

6. To the maximum extent permitted by law, OneVue, and their affiliates and related bodies corporate, and their respective officers, directors, employees, professional advisers and agents expressly disclaim all liability (including liability for negligence) and responsibility to You and any person whatsoever in respect of anything, and in respect of the consequences of anything, done or omitted to be done by You or any such person arising out of or in reliance (whether wholly or partly) on any use of or submission of the Online Application Form, including liability for any loss or damage which You or any other person might suffer as a result of any incorrect, inaccurate or incomplete provision or recording of any information. Without limiting the foregoing, the Iress Group and their affiliates and related bodies corporate, and their respective officers, directors, employees, professional advisers and agents
 - (a) to the maximum extent permitted by law, do not accept any liability in relation to the accuracy or completeness of information on the Website (including that provided by third parties) or for any loss arising from its use;
 - (b) do not represent or warrant the achievement or reasonableness of any future projections, forecasts, targeted returns or illustrative returns that may be included in the information made available on the Website (and You acknowledge past performance is not an indicator of future performance);
 - (c) are not responsible for providing updated information to You;
 - (d) are not responsible for the accuracy of information provided by any Investment Manager, Responsible Entity or other third party, including the accuracy of information in any applicable PDS issued by the Responsible Entity; and
 - (e) are not responsible for verifying or updating information which has been provided by You. It is Your sole responsibility to review the information You intend to submit to ensure its accuracy and proper application prior to submitting Your Online Application Form to invest in the Product(s).
7. You may make requests to access or correct Your Personal Information in accordance with OneVue Privacy Policy.

Other Matters

Validity

In the event that any part of the Online Application Form (or these Terms and Conditions) is not legally enforceable, the remaining provisions will not be affected and will remain valid and enforceable.

Governing Law

The Online Application Form (and these Terms and Conditions) will be governed by and construed in accordance with the law applicable in the State of New South Wales, Australia. You submit, in the event of a dispute, to the non-exclusive jurisdiction of the courts of the State of New South Wales.

Interpretation

Unless the context requires otherwise, in these Terms and Conditions:

- headings are for convenience only and do not affect interpretation;
 - a reference to legislation or to a provision of legislation includes any modification or substitution for it, and a regulation or statutory instrument issued under it;
 - the singular includes the plural and vice versa;
 - other grammatical forms of defined words or expressions have corresponding meanings;
 - a reference to a 'person' includes partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies; and
 - a reference to the word 'including' or 'includes' is to be construed without limitation to the preceding words.
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Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with OneVue Fund Services Pty Ltd ABN 18 107 333 308 (User ID 411595). It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider. **Definitions**

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by you to us is due.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the direct debit request between us and you as generated by selecting the direct debit option in the online application form.

Us or We means OneVue Fund Services Pty Ltd ABN 18 107 333 308 (User ID 411595) which you have authorised by requesting a direct debit request.

You means the customer who has signed or authorised by other means the direct debit request.

Your financial institution means the financial institution nominated by you on the direct debit request at which the account is maintained.

Debiting your account

1.1 By selecting the direct debit option and completing the direct debit request, or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this Agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.

1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

Changes by us

2.1 We may vary any details of this Agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.

Changes by you

3.1 You may change*, stop or defer a debit payment, or terminate this Agreement by providing us with at least fourteen (14) days notification by writing to:

Australian Unity

GPO BOX 804 Melbourne VIC 3001 or by telephoning us on 1300 997 774 during business hours; or arranging it through your own financial institution, which is required by act promptly on your instructions.

* Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us your new account details.

Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may also incur fees or charges imposed or incurred by us; and
- (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

4.4 If Australian Unity is liable to pay goods and services tax (**GST**) on a supply made in connection with this Agreement, you agree to pay Australian Unity on demand an amount equal to the consideration payable to the supply multiplied by the prevailing GST rate.

Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 997 774 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

Accounts

You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the direct debit request if you have any queries about the direct debit request.

Confidentiality

7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Notice

8.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to:

Australian Unity

GPO BOX 804

Melbourne VIC 3001

8.2 We will notify you by sending a notice in the ordinary post to the address we have recorded for you in our registry.

8.3 Any notice will be deemed to have been received on the third banking day after posting.