

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.

AML/CTF 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).

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 and Product Guides** for Products are available via the Website. You should obtain and consider the relevant PDS and Product Guide 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 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) declare that all information You provide on the Online Application Form and in any verification information are true and correct.
- (b) 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;
- (c) 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;
- (d) 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
- (e) acknowledge that electronic communication may be intercepted, copied, adapted or imitated by third parties and may not always be safe, reliable or timely.
- (f) authorise OneVue to apply information provided by You on the Online Application Form to be applied to all further application and redemptions in respect of any other Products available on the Website.

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, any relevant Investment Manager, Responsible Entity nor any of their 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 OneVue or its related bodies corporate, and neither OneVue nor its related bodies corporate 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, OneVue 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;
 - (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); and
 - (f) Are not responsible for any losses incurred by delays or failure to process application on the Website.
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.