

Online Application Form Terms and Conditions

Issued by:

Uniting Ethical Investors Limited trading as U Ethical | ABN 46 102 469 821 | AFSL 29414

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This document is prepared by Uniting Ethical Investors Limited trading as U Ethical ABN 46 102 469 821 AFSL 294147 (U Ethical), in relation to the U Ethical Australian Equities Trust (ARSN 610 023 606), the U Ethical Cash Management Trust (ARSN 610 022 985), the U Ethical Cash Management Trust (Wholesale), U Ethical Enhanced Income Trust (Wholesale), U Ethical Diversified Income Trust (Wholesale), U Ethical Australian Equities Trust (Wholesale), U Ethical International Equities Trust (Wholesale), U Ethical Growth Portfolio and U Ethical Funeral Fund (collectively, U Ethical Funds).

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.

U Ethical reserves the right to change the terms and conditions at any time without providing prior notice to you.

1. 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).

Constitution in relation to a Product is the document or documents by which the Product is formed and which governs the operation of the Product.

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.

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.

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 as defined in the Corporations Act or other disclosure document issued for the relevant Product.

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 U Ethical; and
- (c) any other statute, regulation, or law in Australia which relates to the protection of Personal Information and which U Ethical 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 U Ethical; and
- (b) in respect of which an application may be made by completing and submitting this Online Application Form.

SMSF means a self-managed superannuation fund.

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

Website means the U Ethical website through which You access the Online Application Form.

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.

2. Regulatory information

- You agree and acknowledge that you are accessing the Website within Australia.
- All information in relation to the Product(s) including PDSs are prepared by U Ethical. To the best of U Ethical's knowledge, the information is accurate at the time of publication. Such information may subsequently change. U Ethical, its affiliates and associates accept no liability for any inaccurate, incomplete or omitted information of any kind, or any losses caused by using such information. All investments carry risks. There can be no assurance that a U Ethical Fund will achieve its targeted rate of return and no guarantee against the loss of some or all of an investment in any U Ethical Fund. Past U Ethical Fund performance is not indicative of future performance, which may be affected by a number of foreseeable and unforeseeable influences.
- Information about a Product on the Website or a PDS, is general advice and does not take into account Your specific objectives, situation or needs. Before acting on the information or deciding whether to acquire or hold a Product, You should consider the appropriateness of the information based on Your own objectives, financial situation or needs or consult a professional adviser. You should also read and understand the relevant PDS, Information Memorandum (IM) or Offer

Document available on the Website: <https://www.uethical.com/forms-and-documents> or by calling us on 1800 996 888.

3. 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, a Trustee or a representative of a body corporate;
- (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 for whom 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 declaration regarding the submission and verification of that Personal Information.

4. Incomplete Online Application Form

Under the Constitution of the Product, U Ethical can accept or reject any application and is not required to give any reason or ground for such a refusal. To ensure the Online Application Form is processed efficiently, you need to complete all relevant sections in the Online Application Form and provide all required client identity verification documents. If the Online Application Form is not completed to our satisfaction or accepted by us, we will not be able to proceed with your application and issue interests in the Product(s) to You pursuant to the Online Application Form.

5. Availability

U Ethical (through its service provider) will use all reasonable endeavours to provide the Online Application Form in an uninterrupted manner. However, we reserve 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). Neither U Ethical, nor any of its associates, affiliates or service providers, will be liable in the event that the Online Application Form or the Website is not provided in a continuous and uninterrupted manner.

6. Privacy

You are required to submit certain Personal Information 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 our Privacy Policy which is available on our Website:

<https://www.uethical.com/privacy-statement>.

7. Warranties, Confirmations & 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) warrant that all information provided by You is accurate and correct;
- (c) acknowledge and agree that U Ethical will not be held liable for any loss arising where it or its service provider, acts on instructions received via Your nominated email address, or that of Your Nominated Person;
- (d) indemnify U Ethical for any loss arising from any payment or action or inaction by U Ethical or its service providers, based on any instruction (even where not genuine) that U Ethical or one its service provider receives by an electronic communication which appears to indicate to U Ethical 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.

2. Where You provide Personal Information on behalf of another person, you acknowledge and agree that You will make that person aware of the contents of the U Ethical's Privacy Policy.

3. You agree that none of U Ethical or any of its associates, affiliates and service providers, including their respective directors, officers, agents, employees and contractors have any responsibility and are not liable for any loss arising in connection with 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. To the maximum extent permitted by law, U Ethical or any of its associates, affiliates and service providers, including 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, U Ethical, its associates, affiliates and service providers, including 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 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 or in a PDS (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 verifying or updating information which has been provided by You or for any loss suffered as a result of an error or delay in the information provided by You. You are responsible for reviewing the information for accuracy and completeness prior to submitting the Online Application Form.

6. You may make requests to access, update and/or correct Your Personal Information in accordance with U Ethical's Privacy Policy. If you are aware that Your Personal Information is incorrect, out-of-date or incomplete, please notify us as soon as possible.

8. 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 Victoria, Australia.

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 natural persons, 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.