

Website Terms and Conditions

Your application for, and use of, your password to access the Secured Site, and your access to and use of, the Website, indicates acceptance of these terms and conditions in relation to the Website. The Company agrees to allow you to access and use the Website, and you agree to such access and use, on the following terms and conditions.

You should carefully read these terms and conditions before using the Website.

1. Your password and security

Access to the Secured Site is password protected and you cannot access the Secured Site until your registration has been approved. Once your registration has been approved, the Company will issue you with a username/login ID and, if applicable, a password.

You must:

- a. keep your password and username/login ID secure and confidential;
- b. immediately notify the Company if you become aware or suspect that another person knows or has used your password or username/login ID or that your password or username/login ID is lost or stolen;
- c. not disclose your password or username/login ID to any other person or record your password or username/login ID in a way that would allow another person to identify your password or username/login ID;
- d. not permit any other person to use your password or username/login ID; and
- e. only access the Secured Site by using the password and the username/login ID and you must not access or attempt to access the Secured Site by using another password or username/login ID.

You release the Company from any actions, claims, damages, losses, costs and expenses arising out of or otherwise in connection with your failure to ensure that the password is kept secure and confidential or any misuse of the password.

2. Risks to you

You acknowledge that:

- a. your failure to keep your password and your username/login ID, secure and confidential may result in unauthorised access and use of the Secured Site;
- b. the Company does not warrant that the Internet is a secure and confidential method of communication and you agree that you transmit Messages using the Website at your own risk; and
- c. the Company is entitled to act on any Message validated by a password and username/login ID allocated to you or your organisation by the Company and to assume that such Messages originated from the person to whom the password and username/login ID have been issued, whether or not that Message in fact originated from you or your organisation.

3. Content and availability of Website

- a. the Company reserves the right, in its absolute discretion, to delete, alter or move the type and content of the Material posted and/or made available on the Website from time to time and the Company does not guarantee that the Material will be continuously available or that it will be error free.

- b. Without limitation to any of the Company's rights under these terms and conditions, or any law, any use of the Website or the Material other than in accordance with these terms and conditions will result in the automatic termination of your right to access the Website.
- c. You are responsible for providing and maintaining all your telephone lines, modems, computer hardware, software and all other equipment necessary for you to access and use the Website.
- d. The Company will not provide you with any support services for your use of the Website, or any maintenance or development services.

4. Material on the Website

The Material on the Website, or any material on any other site on the Internet accessed via the Website or otherwise, may not necessarily be accurate, correct or up-to-date. No person should act or fail to act on the basis of these materials. To the maximum extent permitted by law, the Company disclaims any liability to any person arising out of any action or failure to act, in accessing, downloading, uploading, using or relying on or dealing in any way with any Material from the Website or any material from any other website on the Internet. You accept all risks and responsibility for losses, damages, costs and other consequences resulting directly or indirectly (including any direct or indirect economic loss) from using the Website or any other website on the Internet and in relation to any information or material available from those websites.

Where liability cannot be excluded by law, then to the full extent permitted by law, any liability incurred in relation to any materials on the Website is limited to the resupply of the material or the reasonable cost of having the material resupplied. Under no circumstances will the Company be liable for any incidental, special or consequential damages, including damages for loss of business, capital or other profit arising from, or in relation to, the use of material on the Website.

The information on the Website is prepared only for Australian residents. Any currency references are to Australian dollars unless otherwise specified.

5. Your conduct

You:

- a. must not act on or through the Website so as to interfere with or disrupt Internet users, service providers, or their computers, software or hardware. Such actions include, but are not limited to, the circulation of any unsolicited publicity or advertising material, propagation or computer worms or viruses, using the Website to gain unauthorised access to any other computer, sending, harassing, obscene, indecent, offensive or threatening electronic mail, forgery (or attempted forgery) of electronic mail messages and the replacement, transmission or storage of any defamatory material on the Internet;
- b. must not access, or permit any other party to access the Website for any purpose or activity of an illegal, fraudulent or defamatory nature;
- c. agree not to reproduce, frame, transmit, broadcast, adapt, modify, reverse assemble or reverse compile the Website, or any of their component parts;
- d. must comply strictly with these terms and conditions and all other directions issued from time to time by the Company relating to your access and use of the Website; and
- e. warrant that in accessing and using the Website, you will not breach any law, including without limitation, any copyrights, patents, trade secrets, confidential information or other intellectual property rights of any other person and any law for the collection, use, disclosure and protection of Personal Information. You will keep and maintain appropriate systems and

controls to ensure your compliance with this warranty.

6. Superannuation contributions

- a. If you are a member of a Company superannuation product, or an employer of such a member, and the relevant Company superannuation product permits you to issue Messages in relation to superannuation contributions via the Website, then you acknowledge that the Company cannot, and does not, control the content or form of Messages issued via the Website and the Company does not bear any responsibility for acting in reliance on such Messages
- b. If you are an employer of a member of a Company superannuation product and you use the access codes for your old plan prior to being cancelled this will be treated by NULIS Nominees (Australia) Limited as Trustee of the MLCS Superannuation Trust, as conduct consistent with an arrangement between yourself as employer of your employee-members and the Trustee, for your contributions to Super Solutions Employer Plan.

7. Intellectual property

Unless labelled to the contrary, the Company owns copyright and intellectual property rights in all works and Material located at the Website. You must not remove or modify any notices of attribution or copyright.

8. No investment or legal advice

The Material on the Website is of a general nature only and is not intended to be general or personal financial product advice or recommendations. The information has not been prepared taking into account the particular investment objectives, financial situation and needs of any particular investor. Accordingly, you should assess whether the Material is appropriate in light of your individual circumstances, and/or the individual circumstances of your employee, before acting or advising on the Material. We recommend that you discuss any specific matters with your financial adviser.

The Website may also contain Material relating to legal matters. Such information is of a general nature only and is not intended to be, and is not, a complete or definitive statement of the matters described in it. Accordingly, you should not rely or act upon the Material as legal advice.

9. No warranties

The Material may incorporate information obtained from third parties (including but not limited to unit prices) the accuracy of which may not have been established by the Company.

Except so far as liability under any state or federal law of Australia is incapable of being excluded, the Company gives no warranty as to the accuracy, adequacy, completeness, reliability, merchantability or suitability for any particular purpose of the Material, and accepts no responsibility for any errors or omissions in the Material however arising (including but not limited to errors or omissions arising as a result of the negligence of the Company, its directors, employees, agents or representatives).

The Company does not guarantee the repayment of capital or any particular rate of return from, or any increase in, the value of any product or investment referred to in the Material or in any links to the Website.

10. Personal information

If you are an employer, you:

- a. acknowledge that, in the process of accessing and using the Secured Site, you may access Personal Information regarding or relating to your employees;
- b. are responsible for obtaining all necessary consents from your employees to enable the Company to provide and view and manipulate, any Personal Information in accordance with these terms and conditions and to ensure that such use does not infringe the Privacy Laws;
- c. will keep and maintain appropriate systems and controls to ensure that only your authorised personnel will have access to Personal Information;
- d. will observe all Privacy Laws governing the collection, use, disclosure and protection of Personal Information in respect of all Personal Information provided by the Company to you, or to which you have access, in the course of accessing the Secured Site;
- e. will promptly follow any reasonable direction of the Company in relation to Personal Information; and
- f. indemnify and hold the Company and its directors, employees and agents indemnified against any action or claim relating to or otherwise in connection with the provision of Personal Information to or by the Company or in connection with any breach of the Privacy Laws by you, your employees or agents.

11. Confidential information

You acknowledge that:

- a. in accessing the Website or the Material, you may acquire Confidential Information from the Company;
- b. the Confidential Information comprises information that is valuable and may cause serious damage and loss (including to third parties) if it is improperly disclosed or used.

You must hold all Confidential Information in confidence and may not make any use of it except for the purposes of, or as authorised under, these terms and conditions (or as otherwise approved by the Company), and may not disclose or permit or cause the Confidential Information to be disclosed to any person except a person authorised by the Company to receive it or where the disclose is authorised under these terms and conditions. You are liable for any misuse of the Confidential Information by you or your employees, agents or contractors.

12. Integrity of Messages

- a. You must ensure that all Messages sent by you to the Company are complete and accurate. The Company will not be liable for any consequences of any failure by you to perform your obligations under this clause.
- b. Both parties agree that all Messages will have the same status that would apply if they were sent in writing, unless it can be shown that a Message has been corrupted as a result of a technical failure caused by the Company.
- c. If there is evidence that a Message has been corrupted by the Company or if any Message is identified or capable of being identified as being incorrect, you must re-transmit that Message as soon as practicable after becoming aware that the Message has been corrupted or is, or is capable of being, incorrect, together with a clear indication that it is a corrected Message.

13. Liability

- a. You acknowledge and agree that, in using the Website, you have not relied in any way upon any representation or statement made by or on behalf of the Company, its employees or agents, or any descriptions, illustrations, specifications, skill or judgment of the Company, its employees or agents, and that you have satisfied yourself as to the condition and suitability of the Website for your purposes.
- b. Unless stated to the contrary in these terms and conditions and to the extent permitted by law:
 - i. all express and implied conditions, warranties or terms regarding the Website are hereby negated and excluded; and
 - ii. the Company gives no warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality of or title to the Website (including any data contained in or supplied in relation to the Website or reports generated or produced by or with the aid of the Website).
- c. To the full extent permitted by law, the Company has no liability for any direct or indirect loss or damage, suffered as a result of the use, misuse or non use of the Website by you or anyone else (including any loss or damage arising through the Company's negligence or which is suffered as a result of any malfunction, breakdown or error in the Website, howsoever caused).
- d. Where the Company is, despite the preceding sub-clauses, liable to you in connection with these terms and conditions, the Company's liability is, to the full extent permitted by law, limited, at the Company's option, to:
 - i. if the breach relates to goods:
 - A. the replacement of the goods or the supply of equivalent goods; or
 - B. the repair of such goods; or
 - ii. if the breach relates to services, the supply of the services again
- e. You must indemnify the Company, its directors, employees and agents and hold them indemnified, against:
 - i. all actions, claims, suits, proceedings, causes of action and demands that are made by any person in connection with your use (or misuse) of the Website or the Material; and
 - ii. all losses, costs, expenses and damages incurred by the Company in connection with a breach by you of any provision of these terms and conditions.
- f. Without limiting the preceding clauses, the Company is not liable in any way for any direct, indirect or consequential loss or damage arising out of the use of the Website in ways that cannot be controlled or supervised by the Company, including but not limited to You reproducing, distributing, transferring, transmitting, copying or modifying any Material or information accessed through or received from the Website.

14. Intermediaries

You are liable to the Company for any acts, failures or omissions (including negligence and any changes in the data comprising any Message) by any intermediary used by you to transmit, log or process Messages as if they were your own acts, failures or omissions. For the purposes of these terms and conditions, any intermediary (and intermediary will include any adviser appointed or engaged by you) used by you in this manner will be deemed to be your agent.

15. No endorsement

The Company makes no express or implied endorsement of any third party,

including any service or product of that third party that may be referred to in the Website or any hypertext links to or from the Website.

The licensed dealers and financial advisers included in the Website (including but not limited to the financial advisers included in the Adviser Lookup facility on the MLC website) are not, nor can they be construed as, representatives, agents or employees of the Company.

The Company has no control over any sites linked or referred to in the Website or the Adviser Lookup facility. Information regarding licensed dealers or financial advisers is provided by them and the Company has no responsibility for ensuring that information provided is accurate, complete or not misleading. The Company makes no representations or warranties as to the accuracy or reliability of any information about or provided from the licensed dealers or financial advisers contained in the Website or the Adviser Lookup facility. The Company does not in any way endorse, recommend or guarantee the competence, experience, probity, suitability, performance, value, quality or level of service of any licensed dealer or financial adviser referred to in the Website or the Adviser Lookup facility, and we recommend that you conduct your own enquiries to satisfy your self as to the accuracy of any information in respect of a licensed dealer or financial adviser.

The Company reserves the right to remove from the Website information relating to a particular licensed dealer or financial adviser at any time, with or without cause. If this occurs, you will not be able to access information provided by that licensed dealer or financial adviser.

16. Hotlinks and framing

The Company does not warrant the accuracy of any hypertext links provided at the Website, nor the suitability of any content located at those links. Links and frames connecting the Website with other sites are for convenience only and do not mean that the Company endorses or approves those other sites, their content or the people who run or contribute to them.

17. Viruses

The Company does not represent or warrant that any files obtained from or through the Website or any site are free from computer viruses or other defects. Any such files are provided, and may only be used on the basis that the user assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files. The Company's liability for such an event is limited to the resupply of those files.

18. Privacy and security

Company Privacy Policy

The Company makes every reasonable effort to safeguard the privacy of all Personal Information provided to it. The Company has a Privacy Policy which sets out how information captured and stored by the Company is handled responsibly and in accordance with the National Privacy Principles set out in the Privacy Act 1998 (Cth).

This Privacy Policy also forms part of these terms and conditions. In accepting these terms and conditions, you are also consenting to the use, access and disclosure of your Personal Information in accordance with the Privacy Policy. To read the Privacy Policy, please click on the Privacy link which appears on the home page of the Website.

You should periodically revisit the Privacy Policy as it may change from time to time as the Company continues to develop the Website.

The Company is not responsible for the privacy and security practices of other websites linked to the Website. You should refer to the privacy statements contained in those websites. The Company takes no responsibility for information

you transmit over the Internet. Once we receive your information, we will make all reasonable efforts to keep it secure on our systems.

In addition to the Privacy Policy, the following additional terms apply to the Company's privacy practices for the Website:

What Personal Information is collected

The information collected by the Company about you will depend on your use of the different functions available on the Website. If you visit the Website for any reason, including to read, browse, download information, or send Messages, our systems will record your server address, the date and time of your visit, the pages viewed, any download made and Personal Information provided by you or accessible by the Company. If you are accessing the Secured Site to request reports, our systems are able to match your password to enable you to access information on your investments recorded on our system.

How the information is used

The information collected may be used to determine the use patterns of the Website including the popularity of different pages. This may be used by the Company to improve the Website. The information may also be used for planning, product development, marketing and research purposes. If you provide us with Personal Information via the Website, such as to send us a Message, we will use this information to respond and attend to your Message.

Disclosure of information

The Company will not reveal or release your Personal Information collected on Website to any third party except where you have given us authorisation to do so, for the purposes of back up in the event of a system failure, or where we are required to do so by law.

If you are an investor or member, you authorise the Company to provide Personal Information to your financial adviser, the licensed dealer the adviser represents, and your employer (as applicable).

Security of information

The Company has implemented suitable security processes and technologies to securely maintain information collected and ensure that the information is not incorrectly used and that there is no unauthorised access.

19. How to access and change your personal information

You can change your password via a link on the home page of the Website, or alternatively, by calling the Company. You can change your username/login ID and other personal information, such as address and contact details by contacting the Company.

20. Waiver and variation

- a. A party may only waive its rights under these terms and conditions by signing a written agreement to do so.
- b. These terms and conditions may only be varied by a written agreement, signed by both parties.

21. Governing law

These terms and conditions are governed by the laws of Victoria. The parties consent to the non-exclusive jurisdiction of the courts of Victoria.

22. Entire Agreement

These terms and conditions are the entire agreement of the parties about its subject matter and supersede any previous agreements, understanding and negotiations

between the parties.

23. Severability of provisions

Any provision of these terms and conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these terms and conditions nor does it affect the validity or enforceability of that provision in any other jurisdiction.

24. The Company's rights

Any express statement of a right of the Company under these terms and conditions is without prejudice to any other right of the Company which is expressly stated or implied into these terms and conditions or which is existing at law.

25. Acceptance of these terms and conditions

You acknowledge and accept that your access and use of the Website, including (if applicable) your application for, and use of, your password to access the Secured Site indicates acceptance of these terms and conditions.

These are the current terms and conditions for the Website. The terms and conditions may be varied by the Company at any time by publishing the varied terms and conditions on the Website (as applicable). You should periodically revisit these terms and conditions as they may change from time to time as the Company continues to develop the Website.

You acknowledge and accept that your use of and access to the Website indicates acceptance of the current terms and conditions applicable to the Website.

26. Termination

Your access to the Website (including, where applicable, your password and username/login ID) and these terms and conditions may be terminated by the Company in its sole discretion at any time without notice. The limitations of liability and disclaimers made by the Company in these terms and conditions will survive termination of your access to the Website.

27. Definitions

In these terms and conditions:

Company, us or we means each of the following as applicable:

- a. MLC Limited (ABN 90 000 000 402 AFSL 230694) and any of its associated entities;
- b. Navigator Australia Limited (ABN 45 006 302 987 AFSL 236466) and any of its associated entities; and
- c. NULIS Nominees (Australia) Limited (ABN 80 008 515 633 AFSL 236465) and any of its associated entities.

Confidential Information includes:

- a. the Material;
- b. the Website;
- c. all other information relating to the Company, its customers or its business which is disclosed to (or is otherwise acquired by) you, your employees, agents or contractors, by or on behalf of the Company, and which is not publicly available; and
- d. all other information disclosed in circumstances which a reasonable person

would consider to be confidential.

Material means reports, opinions, financial and investment-related data, calculators, documents and other information, message or material posted and/or made available on the Website from time to time.

Messages means all directions issued from time to time by you or the Company and transmitted electronically between the parties.

Personal Information is information that is 'personal information' within the meaning of the Privacy Laws.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Information Privacy Act 2000* (Vic), the *Health Records Act 2000* (Vic) (each as amended), the National Privacy Principles and other guidelines issued from time to time by the Federal Privacy Commissioner.

Secured Site means each of the following (as applicable):

- a. the secured section of the website at wealth.mlc.com.au; and
- b. which can be accessed by employers, members, investors or other persons who have applied to the Company for, and been issued with, a password to access the secured sections.

Website means each of the following (as applicable):

- a. the secured section of the website at wealth.mlc.com.au;
- b. the Secured Site.

you means the person accessing the Website and **your** has a corresponding meaning.

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