

# Terms and Conditions

## Direct debit request

The direct debit service is an optional service which allows you to set up regular investments into your account from accounts operated by certain other approved financial institutions which permit the processing of direct debits.

Your use of the direct debit service is subject to the following terms and conditions:

1. The account held by your nominated financial institution must be in the same name or names as your account.
2. Where the due date for a debit does not fall on a Business Day, your nominated financial institution may vary the timing of the direct debit. If you are uncertain as to when a debit will be processed, you should ask your financial institution.
3. You must allow two Business Days from the date of receipt by us for funds invested via the direct debit service to be cleared.
4. Third Parties authorised to transact on your account may not set up a direct debit on your behalf.
5. You must notify us promptly if you know or suspect any unauthorised transactions have occurred in relation to your direct debits. You should also notify your financial institution as soon as possible.
6. You must ensure that there are sufficient cleared funds in your nominated account(s) to honour the direct debit request.
7. Your nominated financial institution(s) may, in its absolute discretion, decide the order of priority of payment by it of any monies pursuant to this request or any equivalent authority or mandate.
8. Your nominated financial institution(s) may in its absolute discretion, at any time by notice in writing to you or us, terminate this request as to future debits.
9. We may, by 14 Business Days prior notice in writing to you, vary the timing of future debits.
10. You can modify, defer or stop your use of the direct debit service at any time by giving us notice in writing. Your request will normally be processed within 14 Business Days of receiving your properly completed request.
11. When your account (including your Wrap Cash Account) is closed, all regular deposits under the direct debit service will cease.
12. Your use of the direct debit service may be automatically cancelled if three consecutive direct debit payments are dishonoured due to insufficient funds in your nominated account. If this occurs, we will notify you that your use of the service has been cancelled. We will also charge to your account the cost of any dishonour costs.
13. You acknowledge that we may be required to reveal details of your direct debit request to our sponsor bank to assist with the checking of any incorrect or wrongful debits to your nominated account. In all other circumstances, we will keep all information relating to your direct debit arrangements private and confidential unless otherwise required by the Bulk Electronic Clearing System (BECS) rules.
14. You authorise the external financial institution(s) nominated on the direct debit form to confirm the BSB, account number and account name to us if required.
15. Direct debiting through BECS is not available on all accounts. You should check your account details against a recent statement. If you are uncertain about these matters, you should contact your nominated financial institution.

## Fax and electronic instruction service

1. Under the fax and electronic instruction service, subject to this clause 9 (Your instructions) we will generally accept account instructions, including withdrawal requests, sent in the form of a fax or an email attachment featuring or appearing to feature your proper signatures or those of your Authorised User(s). By providing instructions in this way you acknowledge there is an increased risk of fraud and that you release us from, and agree to reimburse and indemnify us for any losses and liabilities arising from any payment or action we (acting reasonably) make based on any instruction (even if not genuine) that we receive by fax with you or your Authorised User(s)' signature provided we have acted without fraud and negligence.
2. You also agree that neither you nor anyone claiming through you has any claim against the ANZ Group of companies in relation to these payments or actions.
3. Please be careful! There is a risk that fraudulent fax withdrawal requests can be made by someone who has a copy of your signature. We reserve the right to add further requirements at any time.

## Online Portal Access Terms and Conditions (Portfolio Service)

### Access to the Online Portal

You may be offered access to your Wealthtrac Portfolio Service via the Online Portal. The Online Portal is a secure internet service which enables you and any person you have authorised to access information about your Wealthtrac Portfolio Service and/or transact on your Wrap Cash Account.

Throughout these terms and conditions, this service is referred to as the Online Portal.

Separate terms and conditions apply to the use of the Online Portal and the use of your Wrap Cash Account.

Your access can be changed, suspended or cancelled at any time in accordance with the relevant terms and conditions for access.

## Online Portal Terms and Conditions of use

### Online Portal Terms and Conditions

The Online Portal is an online secure service provided by us on behalf of the ANZ Group to you as part of some or all of the products or services you hold, and is defined below.

These Online Portal Terms and Conditions together with the relevant Account Terms and Conditions and the Important Information and Privacy Policy (which can be viewed by following the link at the bottom of each web page on the Online Portal) govern your use of your Access Code and the Online Portal. You accept these Terms and Conditions, the relevant Account Terms and Conditions and the Important Information and relevant Privacy Policies (each as varied from time to time) each time the Online Portal is accessed by you.

### Definitions

1. In these Terms and Conditions, the following terms have the following meanings:

**Access Code** means the Access Code which is issued to you to be used to login to the Online Portal.

**Accounts** means each account relating to one or more products or services which you have signed up to under the relevant Account Terms & Conditions offered by ANZ Group and MBL and is accessible through the Online Portal;

**Account Terms and Conditions** means the terms and conditions of an Account to which you have signed up including any applicable terms and conditions contained therein governing how you access and use any Online Portal services in respect of that Account;

**ANZ Group** means Oasis Fund Management Limited ABN 38 106 045 050 and/or any of its related bodies corporate as the context requires;

**MBL** means Macquarie Bank Limited 46 008 583 542.

**Macquarie Group** means Macquarie Group Limited ABN 94 122 169 279 MBL and/or any of its related bodies corporate as the context requires;

**Materials** means any proprietary and confidential information including software contained on the Online Portal;

**OFM** means Oasis Fund Management Limited ABN 38 106 045 050 and/or any of its related bodies corporate as the context requires;

**Password** means a password which is issued by us or selected by you to be used in conjunction with your Access Code to secure access to the Online Portal and includes any other form of security measure we prescribe from time to time to be used for securing communications between parties, authenticating a person or restricting access to a service;

**Online Portal** means the secure online services relating to your Accounts, and Third Party Accounts (if applicable), which we or OFM make accessible to you when you login using your Access Code;

**We** and **us** mean Macquarie Group Limited and **our** has a corresponding meaning; and

**You** means the user of the Online Portal, who is issued with an Access Code and **your** has a corresponding meaning.

## Account Terms and Conditions

2. These Terms and Conditions together with the relevant Account Terms and Conditions govern your use of your Access Code and the Online Portal. If there is any inconsistency between these Terms and Conditions and any of the Account Terms and Conditions, the Account Terms and Conditions will prevail to the extent of the inconsistency.

## Online Portal technical access

3. You are responsible for obtaining access to the Online Portal and that access may involve third party fees (such as internet service provider charges) for which you are liable. In addition, you must provide and are responsible for all equipment necessary to access the Online Portal. You acknowledge that we reserve the right to log you out of a Online Portal session at any time (for example where once logged on, you are inactive for a reasonable period of time).

## Access Code, Password & security

4. To login and access the Online Portal, you will need to use your Access Code and Password. You are responsible for maintaining the confidentiality of your Access Code and Password including changing the temporary Password we give you upon receipt, and at regular intervals to ensure ongoing security. You are fully responsible for all activities that occur using your Access Code and Password. You agree that you will not provide anyone with access to, or allow anyone else to use, your Access Code and Password. You agree to:

- (a) immediately notify us of any unauthorised use (or suspected unauthorised use) of your Access Code or Password or any other breach of security (or suspected breach of security) and
- (b) ensure that you log out from the Online Portal at the end of each session.

## Use and Content on the Online Portal

5. With respect to content you post on the Online Portal, you grant us a world-wide, royalty free, non-exclusive, perpetual, irrevocable and fully sub-licensable licence to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such content (in whole or in part) and to incorporate such content into other works, in any format or medium now known or later developed. You agree not to post any of the following types of content on the Online Portal: any information or data which is obscene, defamatory, threatening, discriminatory, misleading and deceptive, or which you know would amount to illegal or unauthorised activities, or which contains a virus or malicious code or attachments of any kind. You acknowledge that there may be circumstances in which, acting reasonably, we may not be able to store, or may need to remove, content you post on the Online Portal.
6. Any references to investments in any funds and/or trusts on the Online Portal do not represent deposits with, or other liabilities of the ANZ Group or the Macquarie Group or any other company in the ANZ Group or the Macquarie Group, and are subject to investment risk, including possible delays in repayment or loss of income and capital invested. Other than where the Account Terms and Conditions expressly state otherwise, no member of the ANZ Group, the Macquarie Group stands behind the repayment of capital, or guarantees the investment performance of the funds and trusts referred to on the Online Portal.
7. In preparing the information, including but not limited to marketing communications and market information contained on the Online Portal, we have not taken into account your objectives, financial situation or needs. Before investing on the basis of the information contained on the Online Portal, you should consider (with or without the assistance of an adviser) whether the information available through the Online Portal is appropriate to you in light of your particular objectives, financial situation and needs. You should obtain the relevant offer document (including Product Disclosure Statement where applicable) relating to a product referred to on the Online Portal before making any decision about whether to acquire the product.
8. You acknowledge that we may establish general practices and limits concerning your use of the Online Portal, including without limitation the maximum number of days that content, including

uploaded content will be retained by the Online Portal, the maximum amount and size of the content that can be uploaded, the maximum disk space that will be allocated on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Online Portal in a given period of time. You acknowledge that we reserve the right to modify these general practices and limits from time to time in accordance with clause 31 (Variation) of these Terms and Conditions.

## Marketing and other Communications

9. You acknowledge that the Online Portal may include certain communications from us, such as service announcements, administrative messages and marketing material and that these communications are considered part of the Online Portal and you will not be able to opt out of receiving them, and you consent to us sending you such communications by any electronic means including posting notices on the Online Portal, or by e-mail and/or SMS if you have previously provided us with these contact details.

## Third Party Accounts

10. We may provide access to your Third Party Accounts through the Online Portal for your convenience. This may involve providing you with a link to the third parties' websites. Where you leave the Online Portal via such a link, you do so at your own risk. The information available through the link to the third party website is not produced, checked for accuracy, or otherwise reviewed by us or any other company in the ANZ Group and neither we nor any other company in the ANZ Group has any control over the information on third party sites or the products or services on them. Inclusion of a link to a third party site should not be construed as that party's endorsement of the Online Portal; nor should it be construed as our endorsement of the third party's site. By linking to sites operated by third parties, we are not authorising the reproduction of any material on such sites, as such material may be the subject of intellectual property rights.

## Reporting errors and breaches

11. You agree to report to us, as soon as practicable, any errors you find on the Online Portal and any breaches of these Terms and Conditions that you identify or otherwise become aware of through your use of the Online Portal (including any content that could reasonably be regarded as likely to be defamatory, misleading or deceptive, or which you know would amount to illegal or unauthorised activities). We will remove any offending material as soon as practicably possible following the report and our investigation.

## Modifications to the Online Portal

12. You agree that we may, acting reasonably modify, remove, disable, suspend or temporarily discontinue or replace, the Online Portal (or any part of the Online Portal, including any information, data or service) with or without notice. Where reasonably possible, we will give you notice of such modifications or discontinuance, but this may not be possible in all circumstances.

## Warranties

13. You agree that:
  - (a) you use the Online Portal at your own risk.
  - (b) the Online Portal is provided on an "as is" and "as available" basis;
  - (c) we, our licensors and other contributors to the Online Portal make no warranty that:
    - (i) the Online Portal will meet your requirements,
    - (ii) the Online Portal will be uninterrupted, timely, or error-free,
    - (iii) the results that may be obtained from the use of the Online Portal will be accurate or reliable,
    - (iv) the quality of any products, services, information, or other material obtained by you through the Online Portal will meet your expectations,
    - (v) any errors in Materials consisting of software will be corrected and
    - (vi) we will retain any data or information or recover any loss of data or information you post on the Online Portal.
  - (d) any material downloaded, or otherwise obtained through the use of the Online Portal (including any Materials), is done at your own discretion and risk;
  - (e) no advice or information, whether oral or written, obtained by you from us or through or from the Online Portal creates any warranty, not expressly stated in these Terms and Conditions or imposed by statute; and
  - (f) due to the global nature of the internet, users outside of Australia and its States and Territories (Jurisdiction) may access the Online Portal. The Online Portal is not intended for use by a person outside of the Jurisdiction. All marketing materials for products and services appearing on the Online Portal are solely intended for residents of the Jurisdiction. As such, we are not subject to regulatory controls that may exist outside of the Jurisdiction.

## Proprietary rights

14. You acknowledge and agree that the Online Portal consists of, and contains, Materials that are owned by us, our licensors and other contributors to the Online Portal (including the ANZ Group ) and protected by applicable intellectual property and other laws. Except as we expressly authorise, you agree not to modify, rent, lease, loan, sell, or otherwise distribute, or create derivative works based on, these Materials, in whole or in part.
15. We grant you a personal, non-transferable and non-exclusive right and licence to use the Online Portal and the relevant Materials; provided that you use the Online Portal for legitimate purposes and do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Materials. You agree not to modify the Materials or any part of the Online Portal in any manner or form, or to use modified versions of the Materials or the Online Portal, including (without limitation) for the purpose of obtaining unauthorised access to the Online Portal.
16. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, the Online Portal or any portion of it, including the Materials and including any data contained within the Online Portal.

## Privacy

17. You consent to our collecting, holding, using and disclosing your personal information for:
  - (a) setting up your access to and administering your use of the Online Portal,
  - (b) enabling us to deliver a more comprehensive service in relation to your products and services, including providing you and us with an integrated view of, access to, such products and services; and
  - (c) communicating with you about our other products or services which we believe may interest you, unless you tell us not to.
18. You consent to our disclosing your personal information to:
  - (a) other companies in the Macquarie Group and the ANZ Group and its related bodies corporate including for marketing, customer identification and administrative purposes;
  - (b) external service providers, who provide services in connection with our products and services, the Accounts including suppliers of administrative services (for example, mailing houses);
  - (c) a party, where we believe, in good faith, that the law requires or permits us to do so, such as to a governmental agency or regulatory authority, or where you consent to the disclosure; and

- (d) any party proposing to acquire, or acquire an interest in, our business.
19. You consent to our tracking and monitoring (including by the use of cookies) your use of the Online Portal and any resultant information being used, stored and disclosed for our internal purposes or as otherwise disclosed above. Additionally, such information may be transferred to any of our overseas offices or to third parties (which may be based overseas) to process the information on our behalf.
20. You agree to promptly inform us of changes to any information you have provided to us in the course of applying for a product or service and/or accessing the Online Portal.

## Limitation of liability

21. You acknowledge and agree that, subject to clause 28, we are not liable to you or any third party for any damages or loss resulting from us acting in accordance with these Terms and Conditions for example (but not limited to):
  - (a) termination of your access to the Online Portal;
  - (b) us limiting the number of, deleting or failing to store any content or messages which are produced or available on the Online Portal;unless such liability or loss has been caused by our own negligence, fraud or default under these Terms and Conditions.
22. You acknowledge and agree that, subject to clause 28, we are not liable to you or any third party for any damages or loss resulting from your failure to comply with your obligations under these Terms and Conditions for example (but not limited to):
  - (a) Your failure to keep your Access Code and password secure
  - (b) Allowing a third party to access the Online Portal using your Access Code and password
  - (c) any unauthorised use of the Online Portal, including by any third party, unless you promptly advise us that there has been, or you suspect unauthorised use of your Access Code and Password;
  - (d) your failure to provide us with updated information (including your contact details)
  - (e) content that you post on the Online Portal in breach of these Terms and Conditions;
  - (f) any interference with or damage to (or any attempt to interfere with or damage) any code, data or software associated with the Online Portal caused by or facilitated by you;unless such liability or loss has been caused by our own negligence, fraud or default under these Terms and Conditions.
23. You acknowledge and agree that, subject to clause 28, we are not liable to you or any third party for any damages or loss resulting from or in any way related to:

- (a) any modification, delay, interruption, suspension, unavailability or discontinuance of the Online Portal or any of the services made available through other websites, applications or portals;
- (b) any fault, error or defect in design or engineering of the Online Portal;
- (c) any damage to your computer system or damage to or loss of data that results from the download of any material associated with, or accessed through, the Online Portal;
- (d) any inaccuracy or incompleteness of information or data available via the Online Portal;
- (e) your reliance on any general advice, research or information available on the Online Portal; and/or;
- (f) your reliance on the services made available through the Online Portal

unless such liability or loss has been caused by our own negligence, fraud or default under these Terms and Conditions.

24. Subject to clause 27, if we facilitate linkages to any third party websites or any Third Party Accounts from the Online Portal, we are not liable to you or any third party for any damages or loss resulting from or in any way relating to:
  - (a) you accessing, transacting or relying on information provided on any third party websites or Third Party Accounts;
  - (b) any delays, defects or omissions that may exist in the services, information or other content provided on any third party websites or Third Party Accounts.
25. Subject to clause 27 and except as expressly set out in these Terms and Conditions, we give no warranties relating to the subject matter of these terms and conditions.
26. If right or term implied by law (whether by statute or otherwise) is capable of exclusion, it is hereby excluded. If a right or term implied by law (whether by statute or otherwise) cannot be excluded, but our liability for breach of such right or term is capable of limitation, then we hereby limit our liability for such a breach to either of the following at our discretion:
  - (a) the resupply to you of the relevant Online Portal service; or
  - (b) the payment of the cost of resupply of the relevant Online Portal service.

## Responsibility for our losses

27. You are liable to us and our related bodies corporate, officers, agents, and employees, in respect of any claim or demand, including but not limited to any claim by a third party for defamation, including reasonable legal fees, made by any third party due to or arising out of content you submit, post, transmit or make available through

the Online Portal, your use of the Online Portal, your connection to the Online Portal, your violation of these Terms and Conditions, or your violation of any rights of another. Despite the rest of this clause, we are liable for any losses, costs or expenses caused by our own neglect, fraud or default.

28. You acknowledge that a breach, or threatened breach, of your obligations under these Terms and Conditions may cause us immediate and irreparable harm for which monetary damages alone may not be an adequate remedy. You agree that, in addition to any other rights and remedies which may be available to us at law or in equity, we are entitled to seek injunctive relief against such breach or threatened breach.

## Variation

29. We may change these Terms and Conditions by giving you notice of the variation in the following manner:
  - (a) where the variation would cause you detriment, by giving you at least 21 days written notice by e-mail, if you have provided us with a current e-mail address, or, where we do not hold a current e-mail address for you, by posting a notice on the Online Portal which will take effect 21 days after posting; or
  - (b) where the variation would not cause you detriment, by posting a notice on the Online Portal, and such variations will take effect 14 days after posting.

## In the event of a complaint

30. We have procedures in place to consider and deal with any complaints within 45 days of receipt. If you have a complaint about the Online Portal or about these Terms and Conditions, you can contact our Client Service Centre on 1800 806 310 or if your complaint is not satisfactorily resolved within 3 days, you can contact the relevant Complaints Team, Macquarie Bank, GPO Box 2520, Sydney NSW 2000. Any complaint about the Online Portal or about these Terms and Conditions will be dealt with in accordance with our complaints procedures. Our complaints policy can be found at <http://www.macquarie.com/au/about/disclosures/complaints-handling>. We are a member of the Financial Ombudsman Service (FOS) ABN 67 131 124 448, an independent external complaints resolution scheme. If you are not satisfied with the response from us, you can contact FOS at:

### Financial Ombudsman Service

GPO Box 3, MELBOURNE VIC 3001  
 1300 780 808  
[info@fos.org.au](mailto:info@fos.org.au)  
<http://www.fos.org.au>

## Termination

31. You agree that we may (acting reasonably) terminate your use of and access to the Online Portal for any of the following reasons:
  - (a) breach or violation or suspected breach or violation of these Terms and Conditions, any Account Terms and Conditions or any other incorporated agreements or guidelines;
  - (b) to comply with our obligations under any applicable laws;
  - (c) fraud or suspected fraud;
  - (d) requests by law enforcement or other government agencies; and
  - (e) unexpected technical or security issues or problems.

Where possible, we will give you reasonable notice of termination, however this will not be possible in all circumstances.

## Notices

32. We may provide you with notices, including those regarding changes to these Terms and Conditions, by email, regular mail, or postings on the Online Portal. You should check for any such changes each time you use the Online Portal.

## Waiver

33. Our failure or delay to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of that right or provision.

## Severance of terms

34. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or void, the parties agree that the provision or part of the provision found to be invalid or void should be severed and that the court should endeavour to give effect to the parties' intentions as reflected in the provision and the other provisions of these Terms and Conditions remain in full force and effect.

## No right of survivorship and non-transferability

35. You agree that your rights under these Terms and Conditions are non-transferable and all rights, including any rights over any information about you held by us, terminate upon your death.

## Headings

36. The section titles and subtitles in these Terms and Conditions are for convenience only and have no legal or contractual effect.

## Laws

37. The laws of New South Wales govern these Terms and Conditions and you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.