

## Terms and conditions of use

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### **This website**

This website is operated by the Macquarie Group (being Macquarie Group Limited and its related bodies corporate) ("we", "us" or "our") for and on behalf of OnePath Custodians Pty Limited ("PortfolioOne").

### **Personal Secure Site Terms and Conditions**

The Personal Secure Site is an online secure service provided to you as part of some or all of the products or services you hold, and is defined below.

These Personal Secure Site 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 Personal Secure Site) govern your use of your Access Code and the Personal Secure Site. You accept these Terms and Conditions, the relevant Account Terms and Conditions and the Important Information and Privacy Policy (each as varied from time to time) each time the Personal Secure Site is accessed by you.

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### **Definitions**

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

**Access Code** means a code issued to you to be used to login to the Personal Secure Site;

**Accounts** means each account relating to one or more products or services which you have signed up to under the relevant Account Terms & Conditions and is accessible through the Personal Secure Site, excluding Third Party Accounts;

**Account Terms and Conditions** 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 Personal Secure Site services in respect of that Account;  
**Macquarie Group** means Macquarie Group Limited ABN 94 122 169 279 and/or any of its related bodies corporate as the context requires;

**Materials** means any proprietary and confidential information including software contained on the Personal Secure Site;

**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 Personal Secure Site 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;

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

**Third Party Accounts** means an account relating to a product or service which is not a Macquarie Group issued product or service, but which may be displayed and accessible through the Personal Secure Site;

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

**You** means the user of the Personal Secure Site, who is issued with a 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 Personal Secure Site. 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.

## **Personal Secure Site technical access**

3. You are responsible for obtaining access to the Personal Secure Site 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 Personal Secure Site. You acknowledge that we reserve the right to log you out of a Personal Secure Site 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 Personal Secure Site, 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 Personal Secure Site at the end of each session.

#### **Use and Content on the Personal Secure Site**

5. With respect to content you post on the Personal Secure Site, 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 Personal Secure Site: 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 Personal Secure Site.

6. Any references to investments in any funds and/or trusts on the Personal Secure Site do not represent deposits with, or other liabilities of, Macquarie Bank Limited or any other company in 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 Macquarie Group stands behind the repayment of capital, or guarantees the investment performance of the funds and trusts referred to on the Personal Secure Site.
7. In preparing the information, including but not limited to marketing communications and market information contained on the Personal Secure Site, we have not taken into account your objectives, financial situation or needs. Before investing on the basis of the information contained on the Personal Secure Site, you should consider (with or without the assistance of an adviser) whether the information available through the Personal Secure Site 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 Personal Secure Site 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 Personal Secure Site, including without limitation the maximum number of days that content, including uploaded content will be retained by the Personal Secure Site, 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 Personal Secure Site 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 29 (Variation) of these Terms and Conditions.

### **Marketing and other Communications**

9. You acknowledge that the Personal Secure Site may include certain communications from us, such as service announcements, administrative messages and marketing material and that these communications are considered part of the Personal Secure Site and you will not be able to opt out of receiving them. You also consent to us sending you service announcements and/or administrative messages by any electronic means including posting notices on the Personal Secure Site, 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 some of your Third Party Accounts through the Personal Secure Site for your convenience. This may involve providing you with a link to the third parties' websites. Where you leave the Personal Secure Site 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 Macquarie Group and neither we nor any other company in the Macquarie 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 Personal Secure Site; 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 Personal Secure Site and any breaches of these Terms and Conditions that you identify or otherwise become aware of through your use of the Personal Secure Site (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 Personal Secure Site**

12. You agree that we may, acting reasonably modify, remove, disable, suspend or temporarily discontinue or replace, the Personal Secure Site (or any part of the Personal Secure Site, 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 Personal Secure Site at your own risk.

(b) the Personal Secure Site is provided on an "as is" and "as available" basis;

(c) we, our licensors and other contributors to the Personal Secure Site make no warranty that:

(i) the Personal Secure Site will meet your requirements,

(ii) the Personal Secure Site will be uninterrupted, timely, or error-free,

(iii) the results that may be obtained from the use of the Personal Secure Site will be accurate or reliable,

the quality of any products, services, information, or

(iv) other material obtained by you through the Personal Secure Site will meet your expectations,

(v) any errors in Materials consisting of software will be corrected and

we will retain any data or information or recover any

(vi) loss of data or information you post on the Personal Secure Site, or other personalised settings;

any material downloaded, or otherwise obtained through

(d) the use of the Personal Secure Site (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 Personal Secure

Site creates any warranty, not expressly stated in these Terms and Conditions or imposed by statute; and due to the global nature of the internet, users outside of Australia and its States and Territories (Jurisdiction) may access the Personal Secure Site. The Personal Secure Site is not intended for use by a person outside of the (f) Jurisdiction. All marketing materials for products and services appearing on the Personal Secure Site 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 Personal Secure Site consists of, and contains, Materials that are owned by us, our licensors and other contributors to the Personal Secure Site 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 Personal Secure Site and the relevant Materials; provided that you use the Personal Secure Site 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 Personal Secure Site in any manner or form, or to use modified versions of the Materials or the Personal Secure Site, including (without limitation) for the purpose of obtaining unauthorised access to the Personal Secure Site.
16. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, the Personal Secure Site or any portion of it, including the Materials and including any data contained within the Personal Secure Site.

### **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 Personal Secure Site, enabling us to deliver a more comprehensive service in relation to your products and services, including providing
  - (b) you and us with an integrated view of, access to, such products and services; and communicating with you about our other products or
  - (c) services which we believe may interest you, unless you tell us not to.
18. You consent to our disclosing your personal information to:
- (a) PortfolioOne and other companies in the Macquarie Group, including for marketing, customer identification and administrative purposes; external service providers, who provide services in connection with our products and services, including
  - (b) suppliers of administrative services (for example, mailing houses); a party, where we believe, in good faith, that the law requires or permits us to do so, such as to a
  - (c) 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 Personal Secure Site 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 Personal Secure Site.

### **Limitation of liability**

21. You acknowledge and agree that, subject to clause 27, 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 Personal Secure Site;  
us limiting the number of, deleting or failing to store any
- (b) content or messages which are produced or available on  
the Personal Secure Site;

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 27, 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 Personal Secure Site using your Access Code and password  
any unauthorised use of the Personal Secure Site,
- (c) 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 Personal Secure Site 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 Personal Secure Site 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 27, 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 Personal Secure

Site 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 Personal Secure Site;
- any damage to your computer system or damage to or
- (c) loss of data that results from the download of any material associated with, or accessed through, the Personal Secure Site;
- (d) any inaccuracy or incompleteness of information or data available via the Personal Secure Site;
- (e) your reliance on any general advice, research or information available on the Personal Secure Site; and/or;
- (f) your reliance on the services made available through the Personal Secure Site

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 Personal Secure Site, we are not liable to you or any third party for any damages or loss resulting from or in any way relating to:

you accessing, transacting or relying on information

- (a) provided on any third party websites or Third Party Accounts;

any delays, defects or omissions that may exist in the

- (b) 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 Personal Secure Site

- service; or
- (b) the payment of the cost of resupply of the relevant Personal Secure Site 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 Personal Secure Site, your use of the Personal Secure Site, your connection to the Personal Secure Site, 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:
- 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,
  - (a) where we do not hold a current e-mail address for you, by posting a notice on the Personal Secure Site which will take effect 21 days after posting; or
  - where the variation would not cause you detriment, by
  - (b) posting a notice on the Personal Secure Site, 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 4294, Sydney NSW 1164. 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 Australian Financial Complaints Authority (AFCA). AFCA is a free and independent external complaints resolution service. If you are not satisfied with the response from us, you can contact AFCA at:

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Tel: 1800 931 678 (free call)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [www.afca.org.au](http://www.afca.org.au)

## Termination

31. You agree that we may (acting reasonably) terminate your use of and access to the Personal Secure Site 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 Personal Secure Site. You should check for any such changes each time you use the Personal Secure Site.

## **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.

This website is operated by the Macquarie Group (being Macquarie Group Limited and its related bodies corporate) for and on behalf of OnePath Custodians Pty Limited (ABN 12 008 508 496, AFSL 238346, RSE L0000673). Before acting on any information, you should consider the appropriateness of it having regard to your particular objectives, financial situation and needs and seek advice. No information set out above constitutes advice, an advertisement, an invitation, a confirmation, an offer or a solicitation, to buy or sell any security or other financial, credit or lending product or to engage in any investment activity, or an offer of any banking or financial service. Some products and/or services mentioned on this website may not be suitable for you and may not be available in all jurisdictions. All securities and financial products or instrument transactions involve risks. Past performance of any product described on this site is not a reliable indication of future performance.

