



Terms and Conditions applicable to the use of the MA Operator Client Portal

The MA Operator Client Portal

The MA Operator Client Portal under the domain name www.yourclientview.com.au ("MA Operator Client Portal" or "this Client Portal") is operated by MDA Operator Pty Ltd trading as MA Operator ("MA Operator").

The use of the MA Operator Client Portal is governed by these Terms and Conditions and the Privacy and Security Statement. If you are under 18 years of age, you must obtain a parent/guardian's consent prior to using the MA Operator Client Portal.

Logins and passwords for MA Operator Client Portal members

When you choose to become a user of MA Operator you must provide a username (email address) and password ("Login Details") which will allow you access to the site and use of all its facilities. Your Login Details are personal to you and are not transferable. You must not allow anyone else to use your Login Details.

You agree that:

- a. you will not send or disclose your Login Details to any other person;
- b. you will not keep your Login Details in any form, whether encoded or un-encoded, anywhere where it is possible for it to be copied or used by any other person;
- c. you are solely responsible for any loss caused by or in connection with the use of your Login Details by you or any other person, including any use that you have not approved; and
- d. if any other person accesses the site using your Login Details then you are liable for all transactions or other actions performed by that person on the site.

You must advise MA Operator immediately you know or suspect that your Login Details have become known, or may have become known, to any other person, or if you know or suspect any unauthorised use of your Login Details (Call your Adviser or 1300 726 008).

Copyright

Copyright in this Client Portal is owned by MA Operator unless otherwise indicated. You may use the information in this Client Portal for your own personal use, but must not (without MA Operator's permission) alter, reproduce or distribute any part of the content of this Client Portal, transmit it to any other person or incorporate the information into any document.

Accuracy of information

Whilst MA Operator has taken care in producing the information contained on this Client Portal, the information:

- a. is current only at the time it is placed on this Client Portal and MA Operator and its directors, officers, employees and agents are under no obligation to update the information or correct any inaccuracy that becomes apparent since the date this Client Portal was last updated; and
- b. may be affected by subsequent events or circumstances that occur after the date the relevant information was last updated that may impact on the accuracy, timeliness, reliability or completeness of the information.
- c. May not take into account taxes withheld or other superannuation or pension transactions that are administered by a member administrator

To the extent permitted by law, MA Operator and its directors, officers, employees and agents do not give any warranty, make any representation as to, or accept responsibility for, the accuracy, timeliness, reliability or completeness of the information contained on this Client Portal, and you rely on the information at your own risk.

To the extent permitted by law, MA Operator specifically excludes any liability for any error in, inaccuracy or deficiency from the MA Operator Client Portal and disclaims any liability for any loss or damage that you or any



other person may suffer as a result of relying on any of the information contained in this Client Portal, whether caused by the negligence of MA Operator or otherwise.

Purpose of information

It is important that you are aware that the information contained in this Client Portal is intended as general information only and has not been prepared to take into account your individual objectives, financial situation or needs. You should assess whether the information on this Client Portal or information provided through a MA Operator service is appropriate to your particular objectives, financial situation or needs.

Consulting a licensed financial planner may assist you in assessing whether an investment decision is appropriate to your individual circumstances.

There is no recommendation

Nothing in this Client Portal or information provided through a MA Operator service is, or should be taken to be, a recommendation to buy or sell any investment in any product or service provided by MA Operator or any other person.

Information from third parties

This Client Portal contains:

- a. information, materials, services and applications that have been provided by third parties; and
- b. hypertext links to the Client Portals of third parties.

These are provided "as is" and MA Operator has not taken steps to ensure that any information, materials, services and applications that have been provided by third parties take into account your (or any other person's) individual objectives, financial situation or needs. MA Operator recommends that you seek professional advice before making any investment decision.

MA Operator and its directors, officers, employees and agents do not give any warranty, make any representation as to, or accept responsibility for, the accuracy, timeliness, reliability or completeness of the information contained on the Client Portal of any third party that is electronically linked to the MA Operator Client Portal, and you rely on the information at your own risk.

The information provided by third parties and the Client Portals of any third parties is not to be taken as provided by or endorsed by MA Operator.

Availability of site

MA Operator will use its best endeavours to provide access to this Client Portal on a 24 hour/7 day a week basis. However, access may be interrupted or suspended without notice to facilitate the carrying out of maintenance on the site, or for other reasons beyond MA Operator's reasonable control. Examples would be if there is an interruption or fault in any part of MA Operator's computer or telecommunications systems. Such interruption may be caused by breakdown, system overload, virus attack, unauthorised access, denial of service, or other malicious attack. MA Operator has assessed capacity required for the site and put in place reasonable contingencies. However, the site could become congested due to abnormal activity. Such abnormal activity may occur if the stock market falls significantly and many members wish to access the site to review their investments and/or sell them.

MA Operator will not be liable for any loss or damage caused as a result of or in connection with any interruption or suspension of access to this Client Portal.

Suspension of user

MA Operator and/or your Adviser may withdraw completely or suspend your access to this Client Portal if you breach any part of these Terms and Conditions or if you use the site for an inappropriate purpose or at the discretion of your Adviser.

Acceptance and changes to Terms and Conditions and Privacy and Security Statement



You acknowledge and accept that the use of this Client Portal indicates your acceptance of these Terms and Conditions and the Privacy and Security Statement.

These are the current Terms and Conditions and the Privacy and Security Statement. They replace any other Terms and Conditions and Privacy and Security Statement. MA Operator may at any time change these Terms and Conditions or the Privacy and Security Statement by publishing the changes on this Client Portal. You accept that by doing this MA Operator has provided you with sufficient notice of the changes.



Liability

To the maximum extent permitted by law, MA Operator will not be liable in any way for any loss or damage suffered by you as a result of or in connection with use or access to this Client Portal or any service available as part of the MA Operator Client Portal, or MA Operator's failure to provide this Client Portal or any MA Operator service. MA Operator's liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this Client Portal or any part of it or any service available as part of the Client Portal, or for any problems with this Client Portal or the provision of information through a MA Operator service, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this Client Portal or any part of it to you including resupplying to you any MA Operator service available as part of the Client Portal, or to paying for the resupply of this Client Portal or any part of it to you.