

Please read the following terms and conditions ("Conditions") carefully.

These Conditions govern the access and use of this website <https://secure.absperpetual.com> ("**Website**") and all services, data, information, programs, material, products and other content accessible through this Website ("**Content**").

On the date (the "**Commencement Date**") that the person specified during the registration process ("**you**"):

- (a) complete the registration process by means of an authorised representative or otherwise;
- (b) amend the box next to the caption "I agree to the Terms & Conditions" to show a tick mark; and
- (c) click the "GO" button and access this Website for the first time,

you warrant that you are duly authorised and have full power and authority to enter into these Conditions and unconditionally agree to be bound by an agreement comprised of these Conditions with Perpetual Nominees Pty Limited ("**Perpetual**"). Each time you subsequently access or use this Website or any Content, you affirm your agreement to be bound by these Conditions.

You agree that:

- (a) electronic acceptance of these Conditions, as specified above, is as effective as execution of the Conditions as an agreement by a written signature performed manually by you;
- (b) electronic acceptance of these Conditions satisfies any requirements of applicable law for these Conditions to be an agreement in writing;
- (c) Perpetual's electronically stored copy of these Conditions is a true, valid, authentic and binding copy of these Conditions that is enforceable in accordance with its terms; and
- (d) you will not contest the admissibility or enforceability of Perpetual's copy of these Conditions in a court or in any dispute or proceedings which may arise out of these Conditions.

If you have entered into a separate written agreement with Perpetual in respect of any Content, then the terms of that agreement will apply, instead of these Conditions, in respect of that Content only.

This Website and the Content is a commercial service for use by businesses operating in the financial services industry and is not intended for consumer use. You must not access or use this Website or the Content if you are a consumer or in your capacity as an individual.

If you are a consumer, an individual or you do not wish to be bound by these Conditions, you must immediately exit this Website and must not access or use this Website or any Content.

### Access to Content

In order to access the Content in this Website, you must use the unique user name and password that you obtain during the registration process ("**User Details**"). The User Details issued by Perpetual to you are personal to you. You are responsible for ensuring that only you, or persons authorised by you, access the Content in this Website using the User Details issued to you. You must not permit any unauthorised person to access the Content using your User Details or otherwise.

Access to the Content in this Website is available on two annual subscription levels (**Bronze** and **Silver**). You must choose an annual subscription level as part of the registration process in order access the Content. The annual subscription level that you choose (your "**Subscription**") will determine the Content that you may access using this Website.

Further information regarding the two subscription levels can be found here: <https://www.perpetual.com.au/corporate-trust/australian-data-warehouse>.

### Licence and limitations on use

Perpetual or its licensors own all intellectual property rights subsisting in this Website and the Content. Except as expressly provided in these Conditions, you do not obtain any right, title or interest in or to the intellectual property rights in this Website or the Content.

Subject to your compliance with these Conditions, Perpetual grants you a limited, non-exclusive, non-transferable licence (without the right to sub-licence) to access and use this Website and the Content, including all intellectual property rights therein, as displayed and made available to you solely for the internal purposes of your business for the duration of your Subscription. This licence is subject to the following access and usage limitations:

- (a) only you, or one person on behalf of you, may access and view the Content using your username and password at any time;

- (b) you may only print a reasonable portion of the Content by manually using the "print" commands of this Website or your web browser (and not any automated, programmatic or robotic process);
- (c) you may only download and store a reasonable portion of the Content by manually using the "save" or "download" commands of this Website or your web browser (and not any automated, programmatic or robotic process);
- (d) you may only distribute any Content that you print, download or store in accordance with these Conditions internally within your entity;
- (e) you may not derive or develop any product or service using or relying on this Website or the Content for commercial purposes, unless otherwise agreed under a separate Data Licence Agreement with Perpetual;
- (f) your access and use of Content owned or controlled by a third party ("**Third Party Content**") may be subject to additional terms and conditions imposed by the owner or controller of such Third Party Content ("**Other Terms**"). You must comply with any applicable Other Terms that are set out or referred to in this Website;
- (g) you must not use or allow another person to use, this Website or the Content for any improper, fraudulent or illegal activities;
- (h) you must not use this Website or the Content in a way that may damage, interfere with or interrupt this Website, the Content or any of the facilities used to provide them (whether operated by Perpetual or otherwise);
- (i) not introduce any computer virus or other contaminant (including bugs, worms, logic bombs or Trojan horses) into the Website or Content;
- (j) you must not use, or combine with any other information or data, the Content in order to ascertain the identity of any individual or any personal information; and
- (k) you must comply with any reasonable directions of Perpetual with respect to this Website or the Content.

You must not access, use, modify, copy, print, download, store, distribute, transmit or otherwise deal with this Website or the Content other than as expressly set out in these Conditions. Without limiting the foregoing, you must not use or distribute the Content to provide any product or service that may act as a substitute, an alternative or a competitor to this Website or the services provided through it.

You acknowledge that Perpetual may, in its sole discretion and without notice:

- (a) suspend any part of the Website for maintenance, repair or similar operational reasons;
- (b) change any part of the Website or Content in this Website;

withdraw Content in this Website, including if a third party owner or controller of any Third Party Content requires the withdrawal of such Third Party Content.

## **Fees and payment**

You may access any Content on this Website that is available with a Bronze subscription free of charge.

If you wish to access any Content on this Website that is only available on a Silver subscription, you must purchase an annual Silver subscription at the price specified via the website <https://secure.absperpetual.com/WebForms/Subscription/EditSubscription.aspx>

Perpetual reserves the right to increase the price of Bronze and Silver subscriptions at any time. If you purchase your Subscription after Perpetual increases the applicable price, you will be charged at the increased price.

You must pay any amounts due to Perpetual under these Conditions, including for your Subscription, by the due date(s) specified by Perpetual. All amounts payable under these Conditions are exclusive of GST

## **No Warranties; Limitation of Liability:**

Perpetual is an aggregator of the Content on this Website only and does not control or have any oversight of the creation, development, extraction, accuracy, currency, completeness or any other aspect of the Content. Accordingly, Perpetual provides this Website and the Content on an "as is" and "as available" basis only.

To the maximum extent permitted by law, Perpetual hereby excludes all warranties, whether express or implied, statutory or otherwise. Without limiting the foregoing, Perpetual does not warrant that:

- (a) the Content is accurate, current or complete;
- (b) the Content is fit for any purpose;
- (c) Perpetual will continue to be able to provide access to this Website or the Content; or
- (d) the access and use of this Website or the Content in accordance with these Conditions will not breach any laws or infringe any third party rights, including intellectual property rights.

To the maximum extent permitted by law, Perpetual excludes any and all liability arising under or in connection with these Conditions (whether arising in contract, tort (including negligence), equity or otherwise).

To avoid doubt, no Related Bodies Corporate (as defined in the *Corporations Act 2001 (Cth)*) of Perpetual, no licensors of Third Party Content, nor their respective officers, directors, employees, contractors and assigns ("**Perpetual Parties**") will have any liability whatsoever in connection with these Conditions, this Website or any Content.

If Perpetual's liability for breach of a condition or warranty cannot be excluded at law, Perpetual's liability is limited to

doing any one or more of the following (at Perpetual's election):

- (a) the re-supply of the services provided under these Conditions (including access to Content); or
- (b) the payment of the cost of re-supplying the services provided under these Conditions.

**Reliance on Content at Own Risk:**

Any reliance on the Content by you is entirely at your own risk. Perpetual is not obliged to correct, notify you or publish any notice of amendment if it becomes aware of any change to, inaccuracy in, error or omission in, or misleading content of the Content. Without limiting the foregoing, Perpetual has not verified that any analysis or calculations comprised in the Content have been conducted in accordance with the specific requirements or formula prescribed by any transaction documents underlying the Content. You should obtain independent verification or advice before relying upon any Content.

**Indemnity**

You indemnify Perpetual and each Perpetual Party ("**those indemnified**") from and against all loss and damage suffered, paid or incurred by any of those indemnified arising out of or in connection with:

- (a) your breach of these Conditions;
- (b) your breach of law or the rights of a third party;
- (c) your access, use of and reliance on this Website and the Content and your acts and omissions in relation to this Website and the Content; and
- (d) any claim made by a third party in respect of the matters specified in (a), (b) or (c).

**No offer or solicitation of financial products, and no financial product advice:**

Without limitation, the Content does not constitute, is not intended and should not be used as:

- (a) an invitation to enter into any legal agreement of any kind;
  - (b) a recommendation, offer or invitation to subscribe for or purchase any investments, securities or financial products of any party (including Perpetual);
  - (c) a substitute for professional financial advice with respect to particular circumstance; or
- any indicator or prediction of future activity in the financial services industry.

**Links to Third Party Websites:**

This Website may provide links to websites operated by third parties ("**Third Party Websites**"). Any links to Third Party Websites are provided for your convenience only. Perpetual makes no warranty regarding the accuracy of any content provided at a Third Party Website or otherwise and has no liability for any such Third Party Website or content.

**Access jurisdiction:**

This Website is controlled, operated and administered by Perpetual from its offices in Sydney, Australia. You are responsible for ensuring that your access to this Website and the Content is not illegal or prohibited by any laws of your jurisdiction.

Without limiting the above, you acknowledge that:

- (a) you are either:
    - (i) not located in the United States, or not a 'U.S. Person' (as defined by Regulation S under the United States Securities Act of 1933 ("**Securities Act**")) and are not acting for the account or benefit of a 'U.S. Person'; or
    - (ii) a 'qualified institutional buyer' (as defined in Rule 144A of the Securities Act); and
- if accessing the Website from within the United Kingdom, you are either a qualifying high net worth company, unincorporated association, trustee or other person who falls within the exemption in article 49 of the United Kingdom Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 ("**FPO**") and within article 19 of the FPO.

**Confidentiality:**

You must maintain the confidentiality of, and not use, any Confidential Information of Perpetual except:

- (a) as permitted under these Conditions;
- (b) where required by law; or
- (c) where you have obtained the prior written consent of Perpetual.

For the purposes of this Condition, "**Confidential Information**" means any information concerning the business affairs of any Perpetual Party, which is by its nature confidential or designated confidential by a Perpetual Party or that you know or ought reasonably know is confidential to a Perpetual Party, and includes all Content and your User Details.

**Privacy:**

Perpetual will collect, use, store, disclose and handle your personal information in accordance with the terms of Perpetual's privacy policy found at: <https://www.perpetual.com.au/privacy-policy>. Perpetual may update its privacy policy from time to time.

You must not take any steps or actions to seek to identify the identity of any individual to whom any part of the Content relates.

You must not take any steps or actions:

- (a) to use the Content in a way that may be reasonably expected to result (whether deliberately or inadvertently) in an individual being identified with, or connected to, any part of the Content; or
- (b) to combine or compare some or all of the Content with any other information that is or becomes available to you in any manner, with a view to creating or generating any additional information that may or will result (whether deliberately or inadvertently) in an individual being identified with, or connected to, any part of the Content.

You must not use, or allow any other person to use, the Content in a manner that would cause the Perpetual or any provider of Third Party Content to breach, or to be in breach, of the requirements of the Privacy Act.

**Force Majeure:**

Perpetual is not liable for any delay or non-performance or any breach of these Conditions resulting from any event or circumstances beyond Perpetual's control ("**Force Majeure Event**"). Such events include, but are not limited to, unavailability of the internet, other network services, hardware or software, acts of God, acts or omissions of third parties, natural disasters, terrorism or any other unforeseen circumstances.

**Term, Suspension and Termination:**

Your Subscription commences on the Commencement Date and continues for a period of 12 months ("**Subscription Period**"), unless terminated earlier in accordance with these Conditions.

If you choose a Bronze Subscription, your Bronze Subscription will automatically renew for an additional Subscription Period at the expiry of the initial Subscription Period, unless you provide Perpetual with written notice of termination prior to the expiry of the initial Subscription Period. If you choose a Silver Subscription, your Silver Subscription will automatically renew on a Bronze Subscription at the expiry of the Silver Subscription Period unless provide Perpetual with written notice of termination prior to the expiry of the initial Subscription Period or you renew your Silver Subscription and pay the applicable price prior to the expiry of the initial Subscription Period.

You may terminate a Bronze Subscription at any time by providing Perpetual notice in writing within 30 days. You may not terminate a Silver Subscription prior to the expiry of the applicable Subscription Period.

Perpetual may suspend or terminate your Subscription (and User Details) for convenience by providing you with 30 days' notice in writing.

Perpetual may suspend or terminate your Subscription (and User Details) with immediate effect by notice in writing if:

- (a) you breach these Conditions, or any Other Terms applicable to use of Third Party Content, and that breach is irremediable or not remedied within 14 days of notification from Perpetual specifying the breach;
- (b) Perpetual reasonably suspects that your User Details are being used by a person that is not authorised by you, or by any automated, programmatic or robotic process;
- (c) Perpetual reasonably suspects fraudulent, improper or illegal use of this Website or the Content;
- (d) you fail to pay any amount due to Perpetual within 30 days following the date on which the payment is due;
- (e) your use of this Website or the Content damages, interferes with or interrupts this Website, the Content or any of the facilities used to provide them (whether operated by Perpetual or otherwise);
- (f) a Force Majeure Event prevents, hinders or delays the performance of these Conditions, including provision of access to this Website or the Content, for a period of 30 days or more; or
- (g) you become insolvent or unable to pay your debts as and when they are due.

Upon the termination or expiry of your Subscription:

- (a) you must immediately cease accessing and using this Website and the Content;
- (b) you must immediately destroy all Content in your possession or control, including all printed and downloaded copies of any Content
- (c) you must pay all outstanding amounts, including any Subscription price, due up to and including the date of termination or expiry;
- (d) you will not be entitled to any refund of any price paid for your Subscription; and
- (e) any provisions of these Conditions which are expressed to or, by their nature, survive the expiry or termination of your Subscription, will survive such expiry or termination of your Subscription and are enforceable at any time at law or in equity.

**Modifications:**

You agree that Perpetual may unilaterally modify these Conditions, the Website and the Content without notice to you. You are responsible for regularly reviewing these Conditions and any Other Terms posted or referred to on this Website.

**General:**

- (a) These Conditions are governed by the laws of New South Wales, Australia, and you submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- (b) To the maximum extent permitted by law, these Conditions comprise the entire agreement between Perpetual and you with respect to the subject matter of the Conditions and supersedes all previous agreements, proposals, representations, correspondence and discussions.
- (c) You may not assign or novate any of your rights or obligations under these Conditions without the prior written consent of Perpetual.
- (d) Perpetual may give you notices under these Conditions in writing by any lawful means, including: by hand; by post; by facsimile; by email; and using the Website. You may give notices to Perpetual by using the contact details set out at <https://www.perpetual.com.au/corporate-trust/australian-data-warehouse>. If you contact us by telephone, Perpetual may ask you to confirm the request in writing.
- (e) The provisions of these Conditions are severable. If any provision of these Conditions, or part thereof, is void or unenforceable, that is taken to be removed from these Conditions and no longer forms part of them. The remaining provisions of these Conditions will continue to have full effect.
- (f) A single, partial exercise or waiver by Perpetual of any right under, or provision of, these Conditions does not prevent any other exercise of that right or any other right by Perpetual.