

## AET My Portfolio terms and conditions

Version February 2009

This document contains the terms and conditions which apply to the accessing and the use of the AET My Portfolio service offered by Australian Executor Trustees Limited ('AET, us, our, we').

By accessing, using or downloading information from AET My Portfolio you agree to be bound by our terms and conditions set out below.

Each person who uses AET My Portfolio (User) is responsible for complying with these terms and conditions.

These terms and conditions operate in addition to any contractual rights held by you or us including without limitation under the Australian Executor Trustees Distribution Agreement. In the event of an inconsistency between the terms and conditions and any other contractual rights or obligations to the extent of the inconsistency, these terms and conditions will apply.

We reserve the right anytime to suspend, restrict, or deny any person's access and or use of AET My Portfolio without notice at our absolute discretion.

### 1. Use of your Username and Password

- 1.1 Access to AET My Portfolio is by your personal AET My Portfolio Username and Password. As such, you take personal responsibility for all actions performed through the use of your personal Username and Password.
- 1.2 It is important that you do not reveal your Username and Password to anyone. It is your responsibility to ensure that there is no unauthorised use of your Username and Password.
- 1.3 You must inform us as soon as possible if you become aware of unauthorised use of your Username and Password or if you suspect that this information has become known to someone else.
- 1.4 You agree that we can provide information on particular investments recorded by us through AET My Portfolio to any person who uses your Username and Password.
- 1.5 You agree to indemnify us and all other users of AET My Portfolio against any claim, cost or loss which we or any other user may experience because of your use of AET My Portfolio, your failure to keep your Username and Password confidential, the use of AET My Portfolio by any person on your behalf, or the use of your Username and Password by any other person.

### 2. Links to third party sites

- 2.1 For your convenience AET My Portfolio may provide links to various third party web sites.
- 2.2 These linked sites are not under our control and we are not responsible for the contents or availability of any linked site or any link contained in a linked site.
- 2.3 Inclusion of a link does not imply endorsement of the link site by us.

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### **3. Use of AET My Portfolio**

- 3.1 Elements of AET My Portfolio are protected by copyright or trademarks.
- 3.2 You must not reproduce, copy or re-distribute elements of AET My Portfolio which are the property of us or our suppliers without our express written permission including, without limitation the following:
- the design or lay-out of the AET My Portfolio web site;
  - individual elements of the web site designed;
  - AET or AET My Portfolio logos; and
  - the design, lay-out or contents (excluding data) of any AET My Portfolio documents whether electronic, on paper or other.
- 3.3 The documents specified above include without limitation any marketing, start-up, training or user guide material.

### **4. Data**

- 4.1 The data on AET My Portfolio is our property.
- 4.2 The data on AET My Portfolio may only be reproduced, sold or used commercially in any other manner to the extent that you have authority to do so from your own client. We make no warranties of any kind in respect of the data, either expressed or implied, including without limitation its merchantability or fitness of purpose.
- 4.3 While we will take all reasonable steps to ensure the data made available to you through AET My Portfolio is correct, we make no warranty or representation as to its accuracy, completeness or availability and will not be liable for any loss or unavailability of the data or inaccuracy, errors or omissions in the content of data except where it is the result of a fraudulent, negligent or dishonest act or omission by us.

### **5. Limitation of liability**

- 5.1 To the extent permitted by law, we will not be liable for any injury, loss, claim, damage or any incidental or consequential damage which is in anyway arising from or associated with your access to, or use of AET My Portfolio. We will have no obligation or liability of any kind in respect of any malfunction of equipment or software or the transmission of data to you.
- 5.2 You indemnify us and agree to keep us indemnified against all loss, actions, proceedings, costs, claims and damages arising from your access to or use of AET My Portfolio including without limitation reliance by you or third persons on data obtained through AET My Portfolio. We will not be entitled to such an indemnity in respect of any claims, or proceeds arising out of any fraudulent, negligent or dishonest act or omission by us.

### **6. Online reports**

By retrieving reports from AET My Portfolio you accept the information contained in this report is unaudited, given in good faith and has been derived from sources believed to be accurate at the date of this report. Some investment values may show the original cost base or a reduced cost base, depending on the nature of capital reconstructions for some investments. This report is for general information only and should not be considered a comprehensive statement on any matter nor relied upon as such. Neither Australian Executor Trustees nor any of their related entities, employees or directors give any warranty to the reliability or accuracy of this report and shall not be liable for any errors, omissions, defects or misrepresentations in the information contained in this report or for any loss or damage suffered by persons who use or rely on such information (including by reasons of negligence or otherwise).

### **7. Online instructions**

The following governs each instruction submitted to us (including all corporate actions) by electronic transmission through AET My Portfolio.

## **8. Transmission of instructions**

If you transmit instructions to us through AET My Portfolio, you must:

- (a) obtain written instructions from the client before transmitting the instruction or transmit the instructions in accordance with some other prior written authority (whether specific or general) from the client;
- (b) retain the original client instructions and produce it to us upon request;
- (c) ensure that all instructions are transmitted accurately and in accordance with your client's instructions;
- (d) advise us in writing immediately if you become aware of any inaccuracy or omission in the instructions, or of a transmission problem;
- (e) comply with all legislative and regulatory requirements in relation to the transmission of the instructions;
- (f) ensure that you hold appropriate insurance policies in respect of the transmission of the instructions, including but not limited to professional indemnity insurance.

## **9 Receipt and confirmation of instructions by us**

9.1 You authorise us to act upon and rely on the authenticity of any instruction we receive which is transacted using your Username and Password. This applies whether or not the instructions were actually given by you. We may (but we will not be obliged to):

- (a) enquire about or attempt to verify the authenticity of any instructions;
- (b) refuse to act on any instruction if in our opinion this is justified; or
- (c) require you to provide the instruction by any other means.

9.2 Upon the successful receipt of your instruction by us and in some instances subject to the instruction passing our compliance check, you will receive an electronic receipt (Receipt) from us confirming:

- (a) that the instruction has been successfully received;
- (b) that the instruction has been recorded;
- (c) the unique receipt number for that Instruction.

9.3 You must carefully review the Receipt and notify us immediately of any errors and omissions.

9.4 You acknowledge that the transmission of your instructions or the Receipt may not be received by either party for reasons beyond either parties' reasonable control, including but not limited to mechanical, software, computer, telecommunications or electronic failure or the omission or failure of third party service providers or systems.

9.5 You acknowledge that there may be a time delay between the time a Receipt is received by you and the time in which the instruction is executed by us. This delay may result in any compliance check undertaken by us at the time the Receipt is issued becoming inadequate. For example, the compliance check becomes inconsistent with your client's strategy. Notwithstanding this, you agree that we will execute the instruction and you agree to subsequently use your best endeavors to assist us in ensuring your client becomes compliant within the guidelines of the product offering.

9.6 We may keep computer records of the online communications between you and us, including your instructions and our responses, and the time of these communications. Unless there is an obvious error, any such records will be conclusive and you agree that the records may be used as evidence in the event of dispute.

## **10. No advice**

The AET My Portfolio website does not purport to provide you with advice of any kind in relation to an instruction. The information available from the AET My Portfolio website in relation to instructions does not take account of your particular financial position or other circumstances. We are not responsible for determining whether any instruction is suitable for you.

## **11. Cancellation**

We may at any time and at our sole discretion cancel your authority to provide instructions through the AET My Portfolio website.

**12. No agency**

The transmission of instructions by you does not create an agency relationship between you and us.

**13. Availability**

We will use our best efforts to provide 24 hour access to AET My Portfolio. However, there may be interruptions to the service from time to time, for example to facilitate maintenance of the web site. We will not be liable to any person for interruptions to AET My Portfolio for any reason.

**14. Third party information**

We rely on third parties to provide certain information in relation to AET My Portfolio and are not responsible for its accuracy. We will not be liable for any loss arising from any person relying on, either wholly or partially, any information provided by third parties.

**15. Warranties**

While we will take all reasonable steps to ensure that information and services provided through AET My Portfolio are free from error, we do not warrant the adequacy, accuracy or completeness of material available through AET My Portfolio. All information is subject to change without notice.

**16. Limitation of liability**

Subject to any responsibilities implied by law and which cannot be excluded, we, and our directors, employees, agents and contractors, are not liable to you or any other person for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to use of AET My Portfolio, information or material on the AET My Portfolio website, third party information and material, third party services, or to access of the AET My Portfolio website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

**17. Indemnity**

You indemnify us in respect of any liability incurred by us for any loss or damage, howsoever caused, suffered by us as a result of your breach of these terms and conditions, or your use of the AET My Portfolio website.

**18. Acknowledgment where instructions are provided by our employees on behalf of the User**

You acknowledge that an AET employee will not transmit instructions through AET My Portfolio unless they have been authorised in writing by you to give instructions through AET My Portfolio.

**19. Variation of Terms and Conditions**

We reserve the right to vary the terms and conditions or impose new conditions or requirements of use or to close AET My Portfolio at any time without notice at our absolute discretion.