

Centric

TERMS & CONDITIONS

ISSUER

Specialised Private Capital Ltd

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Specialised Private Capital Ltd (ABN 87 095 773 390, AFSL 246744) trading as Centric Capital (**Centric Capital**) is a member of Findex Group Limited (ABN 40 128 588 714). Each member of Findex Group Limited is a separate legal entity.

This Website provides you with information about, and access to, the Centric Platform. The Centric Platform is an internet-based investments administration facility provided by Centric Capital and made available for:

- Persons who are interested in holding their investments, through a centralised platform; and
- financial advisers who help such persons.

These Terms and Conditions relate to the use and access of this Website.

These Terms and Conditions include terms that have certain meanings, which are set out in section 2.

1. Your Contract With Us

1.1. Your access to this Website is subject to the following terms, as updated from time to time:

- a) The General Terms (contained in Part A of these Terms and Conditions);
- b) if you are an Adviser - the Additional Terms for Advisers (contained in Part B of these Terms and Conditions);
- c) if you are an Account Holder - Additional Terms for Account Holders (contained in Part C of these Terms and Conditions);
- d) our Privacy Policy; and
- e) other terms and conditions which we tell you apply to this Website, including the terms and conditions of a Third-Party service provider on which the operation of this Website depends. Those terms and conditions will be made available on this Website.

1.2. If you become an Account Holder in Centric, Centric and your Centric Profile are subject to the IDPS Guide. If you become an Account Holder in Centric Super, Centric Super and your Centric Profile are subject to the PDS Documents. If you become an Account Holder, each Centric Accessible Investment is subject to

the relevant Centric Accessible Investment Disclosure Document and the IDPS Guide or PDS Documents, as relevant. If there is any inconsistency between the IDPS Guide and these Terms and Conditions, then the IDPS Guide will prevail to the extent of any inconsistency. If there is any inconsistency between the PDS Documents and these Terms and Conditions, then the PDS Documents will prevail to the extent of any inconsistency.

1.3. By accessing, viewing, using any of the online functionality, or otherwise using this Website, you agree to be bound by these Terms and Conditions and to us handling your personal information in accordance with our Privacy Policy. If you are an Account Holder in Centric, your acceptance is deemed to be acceptance of the IDPS Contract.

Part A: General Terms

This Part applies to all Registered Users.

2. Definitions

To help you with reading these Terms and Conditions, we have provided definitions for some of the capitalised terms used in these Terms and Conditions:

“Account” or **“Centric Account”** is opened through your Centric Profile, and where you can access Centric Accessible Investments.

“Account Holder” is an individual, corporation, trust or any other entity who holds a Centric Account and who has an investment in a Centric Accessible Investment.

“Adviser” is a licenced financial adviser who is authorised to provide financial product advice, and includes all Support Staff who act on instructions from an Adviser.

“Application Form” means the application form through which a client applies to become an Account Holder. This may be a printed application, electronic acceptance of the contents of an application, or alternative format.

“Business Day” is a business day as defined in the ASX Listing Rules of the Australian Securities Exchange.

“**Centric**” is the investor directed portfolio service issued and operated by Centric Capital and offered to Account Holders and potential Account Holders pursuant to the IDPS Guide.

“**Centric Super**” is the superannuation product issued by Equity Trustees Superannuation Limited (ABN: 50 055 641 757 AFSL 229757, RSE Licence Number L0001458) and offered to Account Holders and potential Account Holders pursuant to the PDS Documents.

“**Centric Accessible Investment**” is a financial product, managed account or asset available for acquisition through Centric or Centric Super.

“**Centric Accessible Investment Disclosure Document**”, in respect of a Centric Accessible Investment, is the product disclosure document for the investment, which you can obtain through our Website or by contacting us.

“**Centric Profile**” is the online user profile established in your name when you become a Registered User, and allows you to access your Portfolio through the Website.

“**Centric Capital**”, “**our**”, “**we**” or “**us**” is Specialised Private Capital Ltd (ABN 87 095 773 390, AFSL 246744) trading as Centric Capital.

“**Contact Centre**” is our contact centre, which you can contact by calling 1300 236 8742, Monday to Friday, between 8am and 6pm (Melbourne time), excluding national public holidays.

“**Force Majeure**” is any event outside the reasonable control of Centric Capital, being any event which could not have been prevented or avoided through the exercise of reasonable due care. It includes any act of God, power cut or outage, trade or labour dispute, act, failure or omission of any government or authority, obstruction or failure of telecommunication services, or any other delay or failure caused by a Third Party.

“**IDPS Contract**”, if you are an Account Holder in Centric, is the contract or contracts between us and you under which you agree to be bound by the terms of Centric, and we agree to provide you with Centric, or the performance of some functions which together constitute Centric, and which includes the Application Form once completed and submitted by you and accepted by us.

“**IDPS Guide**” is the Centric Investor Directed

Portfolio Service Guide, which you can obtain by visiting our Website or by contacting us.

“**PDS Documents**” means Product Disclosure Statement for Centric Super (PDS) and all documents incorporated by reference into the PDS, which you can obtain by visiting our Website or by contacting us.

“**Portfolio**” is the group of Accounts an Account Holder holds through their Centric Profile in the name of the investing entity.

“**Privacy Policy**” is the Centric Privacy Policy which is available through our Website.

“**Registered User**”, “**you**” or “**your**” is a user who has successfully been registered to use this Website.

“**Request**” is any direction, instruction or communication given by you, or by an Adviser on your behalf to us by using the functionality of the Website or via the Contact Centre.

“**Support Staff**”, in respect of an Adviser, is any staff of the Adviser who has been authorised to use this Website on behalf of the Adviser.

“**Third Party**” is any third party who provides any content or material (including research and/or issue a product) on this Website. A Third Party does not include Centric Capital.

“**Website**” is this Website, available at www.centricwealth.com.au, and its subdomains including Centric and Centric Super.

3. Registration

3.1. Certain parts of this Website are only accessible after you successfully complete the registration process. To register you will need to provide information including your full name and email address, and create a password.

3.2. If you complete the registration process and your registration is accepted by us, you will become a Registered User and you will be entitled to access additional areas of the site.

3.3. We reserve the right to deny access, suspend or terminate registration to any person at any time, at our discretion.



4. Amendments to These Terms and Conditions

4.1. Where these terms and conditions are amended, we will notify you at least 30 days before the amendment is effective, except where an amendment is required to enable us to comply with relevant laws or regulations.

4.2. It is your responsibility to check these Terms and Conditions from time to time to ensure you agree with them. Your access to, or use of, the Website after any amendments to these Terms and Conditions are made will be deemed your acceptance of the Terms and Conditions as amended.

5. Changes to the Website

We reserve the right to change this Website, including any Website functionality, at any time without prior written notification to you, except where the change relates to any fee or charge for the use of the Website.

6. How We Communicate with You

6.1. This Website is a completely digital service. This means that all communications and notices we provide in respect of the Website, Centric and Centric Super will be made available digitally (such as by email to your nominated email address, which may include attachments or a link to the relevant communication). We may also communicate with you over the phone (such as when you call the Contact Centre) or via webchat facilities.

6.2. By accessing, viewing, using any of the online functionality, or otherwise using this Website, you agree:

- a) where we are required by law or otherwise to provide you with a communication (including any notice or document), that communication can be provided digitally (whether provided on, or through links, on the Website or via email);
- b) not to dispute the validity or enforceability of the digital provision of any communication;

c) you will be taken to have received such communication at the earlier of:

- i) when the email (including any attachment and link) is sent to the email address on your profile; or
- ii) the next time you access the Website following the date of the communication.

7. Acknowledgements, Representations and Warranties

Your acknowledgements

7.1. You acknowledge and agree that:

- a) You are solely responsible for all results of your use of this Website; and
- b) you will not allow any other person to use your login details to access this Website.

Your warranties

7.2. If you represent a company or other legal entity, you represent and warrant that you are authorised to bind, and acknowledge that your access to or use of this Website binds, that entity to these Terms and Conditions and any other terms to which you agree via the Website.

8. Information Provided on or Through the Website

Information provided by us

8.1. We will use reasonable efforts to ensure the information provided by us on or through the Website is accurate, current and complete. However, we do not represent or warrant that such information is free from any omissions, errors or inaccuracies.

Links on this Website and other Third Party content

8.2. This Website may contain links to a Website owned or operated by a Third Party. We are not responsible for the content of any Websites owned or operated by a Third Party that may be linked to the Website, whether such a link is provided by us or by a Third Party. These links are provided as a courtesy service only. We:

a) make no judgement or warranty concerning the suitability, accuracy or timeliness of the content on the Website; and

b) do not endorse or otherwise take any responsibility for any Third Party Website links, or Third Party content, on this Website (which includes links or research material on the Website).

9. Limitation of Liability

9.1. To the extent permitted by law:

a) Centric Capital will not be liable to you for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use, or your attempted use, of this Website, including any loss arising from any security breach, or from any unauthorised Request or transaction, or from any failure to perform of any Third Party service provider upon which the provision of this Website may depend;

b) Centric Capital will not be liable, in any event, to you for the provision of the Website, and any suspension, modification, discontinuance or lack of availability of this Website or any Website functionality;

c) any condition, warranty or guarantee which would otherwise be implied by these Terms and Conditions is excluded; and

d) our liability to you for breach of a condition, warranty or guarantee implied by the *Competition and Consumer Act 2010 (Cth)* or Part 2 of the *Australian Securities and Investments Commission Act 2001 (Cth)* will be limited, at our sole discretion, to the payment of having the services supplied again.

9.2. Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which applies to these Terms and Conditions under the *Competition and Consumer Act 2010 (Cth)*, Part 2 of the *ASIC Act* or any similar state legislation and which cannot be excluded, restricted or modified.

10. Indemnity

10.1. You agree to indemnify Centric Capital and each of its related bodies corporate, and each director, officer, agent and employee of Centric Capital and each of its related bodies corporate (each an Indemnified Person), from and against any and all liability for loss arising from and all costs, charges and expenses incurred directly or indirectly in connection with:

a) Your fraud;

b) any falsehood or inaccuracy contained in any information you provide to us;

c) the use of this Website by you, your agents or any other person who uses this Website on your behalf (including where such use involves an unauthorised transaction, or any fraudulent use or acts) in breach of these Terms and Conditions;

d) another person using your login details to access and use this Website (whether or not authorised by you, and including where such access and use involves any unauthorised or fraudulent use or acts), except where it is our fault that the person has done so;

e) our acting in accordance with any Requests that appear to be given by you, including:

i) any Request that is unauthorised or fraudulent; or

ii) any Request made that we stop an existing Request you have initiated through the Website from being processed; and

f) if you are an Adviser, any claims made by any of your clients, except to the extent that liability is directly caused by a breach of these Terms and Conditions by us, or by any negligent act or omission by us.

10.2. You agree to pay amounts due under the indemnity contained in this clause on demand from us.

11. Privacy

11.1. Your privacy is important. Use of, and access to, this Website is governed by our Privacy Policy available on our website.

11.2. If you object to us handling your personal information in accordance with our Privacy Policy (as amended by us from time to time), you must provide written notification to us stating so.

11.3. Without your consent to us handling your personal information in accordance with our Privacy Policy, we are not able to provide this Website to you. Accordingly, within a reasonable period after we receive notice from you under clause 11.2, we will cancel your registration (so you will no longer be a Registered User).

11.4. If you become an Account Holder in Centric Super, you acknowledge and agree to the collection, use and disclosure of your personal information as described in the PDS Documents.

We may need to verify your identity

11.5. We may collect, use and exchange your personal information (including with Third Party providers) so we can confirm your identity. We usually conduct this check when you apply to Centric or Centric Super, or if you are an Adviser - when your client wishes to authorise you to act on their behalf to manage their Portfolio.

11.6. By applying to Centric or Centric Super or agreeing to act as an agent on behalf of your client (as the case may be):

- a) You acknowledge and agree that you are authorised to provide the personal information;
- b) you consent to your personal information (including your name, address, date of birth, and email address) being exchanged with a Third Party provider for the purpose of confirming your identity, including to check your identification information against any identification document issued by the relevant document issuer or official record holder.

12. Personal Information and Identification

12.1. As part of your use of the Website, you will be required to provide your personal information.

12.2. You represent and warrant that any information you provide as part of any

registration or application process you complete via the Website is true and correct. If you are providing information on behalf of another, you warrant to us that you are authorised to do so.

12.3. You must:

- a) Ensure that all information provided by you to us is true, correct and accurate at all times; and
- b) notify us if any of the information provided by you changes - you can do this by updating your details via the Website or by calling the Contact Centre.

13. Centric Accessible Investments

13.1. Investments in any of the Centric Accessible Investments mentioned on this Website do not represent investments, deposits or other liabilities of Centric Capital (unless otherwise stated).

13.2. Neither Centric Capital, nor any of its related bodies corporate or service providers, guarantee the repayment of capital or the performance of any Centric Accessible Investment or the return of capital or income.

13.3. Your investment in a Centric Accessible Investment is subject to risk. This could involve delays in repayment and/or loss of income or the principal invested. Refer to the IDPS Guide available on our Website for further detail.

14. Fees

As an Account Holder, you may be charged fees for access to, and use of, Centric and Centric Super and for any investments in the Centric Accessible Investments available through Centric. Refer to the IDPS Guide or PDS Documents for further details of the fees that may be applicable to you.

15. Availability and Security of the Website

We will use reasonable efforts to:

15.1. Provide you with access to this Website 24-hours a day, 7 days a week. However, we do not guarantee, and do not make any warranties, as to the reliability and availability of this Website. There will be occasions when this Website, or Website functionality, will be interrupted for maintenance, upgrades and emergency repairs. Every reasonable step will be taken by us to minimise such disruption where it is within our control; and

15.2. ensure that this Website is secure, and that any communication and information available through this Website is held securely and protected from misuse, interference and loss. However, we do not guarantee the security of this Website, and we do not make any warranties that this Website is secure.

16. Cookie Policy

16.1. We use technology called cookies whenever you visit this Website. Cookies are small pieces of information stored in memory on your computer.

16.2. Cookies are used to identify your visit to the Website, allowing us to identify you the next time you visit and to provide you with a more meaningful experience. One of the reasons for using cookies is to offer you increased security. By using this Website, you are agreeing to allow us to do these things.

16.3. The cookies we send to your computer cannot read your hard drive, obtain any information from your browser or command your computer to perform any action.

16.4. Cookies are designed so that they cannot be sent to another site or be retrieved by any other Website.

16.5. If you would prefer not to enable cookies, you will still be able to use this Website - but certain features might not function correctly.

17. Address Pre-Population Service

We use the Australia Post Postal Address File (PAF) data service for address pre-population. Please refer to the PAF Data End User Terms for further information.

18. Suspension, Cancellation or Termination of Website Access

When we can suspend, cancel or terminate your access to this Website

18.1. We reserve the right to suspend, cancel or terminate your access to the Website (including but not limited to the use or access of your Centric Account) at any time, with at least 30 days' prior notice.

18.2. We also reserve the right to suspend, cancel or terminate your access to the Website immediately where, in our reasonable opinion:

- a) there has been a non-material breach of the Terms and Conditions, and you have failed to rectify this breach within 10 Business Days;
- b) there has been a material breach of the terms and conditions;
- c) you fail to keep your Centric Profile access details secure;
- d) a fraudulent transaction or access may have occurred in relation to your Centric Account;
- e) we are required to immediately terminate your Centric Account to comply with relevant laws or regulations;
- f) we believe you have engaged in any activity which we consider to be an unreasonable use of this Website, or which affects the security of this Website;
- g) it is reasonably necessary to do so to protect our legitimate interests; or
- h) you no longer hold a Centric Account.

18.3. If your access to the Website has been suspended, cancelled or terminated, you have the right to ask us to review the decision.

You can ask to terminate your Website access

18.4. You may cancel your registration for the Website, and therefore cease being a Registered User, by notifying us in writing and we will endeavour to terminate your access within 30 Business Days of receipt of that notice.

19. Severability of These Terms and Conditions

If any provision of these Terms and Conditions is deemed by any competent authority to be unlawful, void, or for any reason unenforceable, the relevant provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.

20. Governing Law

20.1. These Terms and Conditions are governed by the laws of New South Wales, Australia.

20.2. You submit to the exclusive jurisdiction of the courts of New South Wales, Australia in respect of all matters arising out of or relating to these Terms and Conditions.

21. Force Majeure

21.1. We will, as soon as practicable, let you know if a Force Majeure event occurs.

21.2. Despite any other provision in these Terms and Conditions, if we are unable to perform or are delayed in performing an obligation under these Terms and Conditions by reason of a Force Majeure event:

- a) That obligation is suspended by only so far and for so long as we are affected by the Force Majeure event;
- b) we will not be responsible for any loss or damage you suffer, or expense you incur as a result of, and to the extent that, we are unable to perform our obligations, or the performance

of our obligations is delayed, because of the Force Majeure event; and

c) the time for performing that obligation is extended by the duration of the Force Majeure event.

21.3. We will take all reasonable steps to avoid, remove or limit the effects of the Force Majeure event, and to perform our obligations as quickly as possible (however this does not require us to settle any strike or other labour difficulty on terms contrary to our wishes).

21.4. If a Force Majeure event persists for more than 30 consecutive days, Centric Capital reserves the right to:

- a) terminate these Terms and Conditions;
- b) terminate your access to this Website, and any service and functionality provided through the Website, without incurring any liability to you.

22. Disclaimer

Past performance information

22.1. Please note that past performance information provided on or through this Website is not a reliable indicator of future performance, and actual returns may differ. You should not rely on any past performance information to make an investment decision.

Information does not take your circumstances into account

22.2. The information provided on this Website is general information only and has been prepared without taking into account your personal objectives, financial situation or needs. Before you act on any information on this Website, you should seek advice from an Adviser that considers your personal circumstances.

22.3. You should also read the IDPS Guide before making a decision about Centric and the PDS Documents before making a decision about Centric Super, and the relevant Centric Accessible Investment Disclosure Document before making any decision about a Centric Accessible Investment, as the features and risks may vary between products.

Find out more about us and the financial services we provide

22.4. For more information about Centric Capital and the services we provide, please refer to our Financial Services Guide available through our Website.

Intellectual property rights

22.5. The Website and its downloadable contents are protected by the copyright laws in Australia and in other jurisdictions. You may print and/or download a copy of any part of the Website for your personal, non-commercial use, but you may not copy any part of the Website for any other purpose without the express written consent of Centric Capital, and you may not modify any part of the Website for any reason. Inclusion of any part of the Website in another work, whether in printed, electronic or other form, or inclusion of any part of the Website in another Website by linking, framing, in-line linking, or otherwise, is strictly prohibited without obtaining the prior written consent of Centric Capital and agreeing to terms and conditions as reasonably required by Centric Capital.

22.6. The trademarks, service marks, logos and any designs used or displayed on the Website specific to Centric Capital are trademarks and/or service marks owned by Centric Capital. Any use of copyrighted works, trademarks or service marks, including reproduction, modification, distribution or republication, without prior express written permission of Centric Capital is strictly prohibited. Other copyrighted works, trademarks, service marks, trade names and company logos utilised on the Website are the property of their respective owners. The appearance of any such Third Party trademarks does not in any way imply any connection, license, approval or other such relationship of any kind with such Third Party.

Part B: Additional Terms for Advisers

This Part B applies to Registered Users who are Advisers. They are in addition to the General Terms.

23. Registration

As an Adviser, registration to this Website gives you the ability to view your client's Centric Profile and Portfolio.

24. Use of the Website

You must:

24.1. keep your information about your client secure and ensure that the information is not disclosed or used for any purpose other than providing financial product advice to that client;

24.2. upload all documents that provide evidence of the instructions of your client (as required by us);

24.3. ensure that information about your client is only disclosed to a person who:

a) acts as an Adviser to that client, or who is the authorised Support Staff of the Adviser; and

b) is authorised by that client to access the client's information, and that those persons keep the information confidential and only use it for the purpose of giving financial product advice in accordance with your agreement with the client; and

24.4. immediately inform us if you cease to act as an Adviser to any client. In this event, you must not access, and must ensure that no other person accesses, that client's information for any purpose (other than as authorised by law).

25. Transacting Online

25.1. You may have the ability to perform certain transactions on behalf of your client.

25.2. If you are permitted to submit a Request on behalf of your client (that is, your client has authorised you to perform certain transactions on their behalf), you must immediately notify us if a Request you have submitted is not displayed on the Centric Platform.

25.3. If a large number of Requests are received at one time, the processing time of your Request

may increase. It is our aim to process your Request as quickly as possible.

25.4. We may decline to act on any of your Requests at any time without giving any notice or reason. If we decline to act on any Request you make, we will let you know within a reasonable time of receipt of that instruction.

25.5. We are entitled to rely on the information provided, or any representation made by you or act on any Request which appears complete without further reference to you.

25.6. You represent and warrant that you will comply with the *Privacy Act 1988 (Cth)* and you have obtained all relevant consents from your client to collect, use and disclose their personal information, including to access your client's Centric Profile, manage your client's Portfolio on your client's behalf, and access your client's information through the Website.

27.2. We do not guarantee the performance of any Centric Accessible Investment.

28. Transacting Online

28.1. If you are permitted to submit a Request, you must immediately notify us if a Request you have submitted is not displayed on Centric.

28.2. If a large number of Requests are received at one time, the processing time of your Request may increase. It is our aim to process your Request as quickly as possible.

28.3. We may decline to act on any of your Requests at any time without giving any notice or reason. If we decline to act on any Request you make, we will let you know within a reasonable time of receipt of that instruction.

Part C: Additional Terms for Account Holders in Centric

This Part C applies to Registered Users who are Account Holders in Centric. They are in addition to the General Terms.

26. Registration

26.1. Registration to this Website gives you the ability to access your Centric Profile. You will also have the option to open a Centric Account and become an Account Holder.

27. Applications to Invest

27.1. You can make an application for a Centric Accessible Investment through the Website. A list of Centric Accessible Investments is contained in the Centric Investment Menu, and further information about the terms and conditions applicable to a Centric Accessible Investment are set out in the relevant Centric Accessible Investment Disclosure Document.