

Centric



Terms and Conditions

Issuer: Specialised Private Capital Ltd

ABN 87 095 773 390

AFSL 246744

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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 IDPS (**Centric IDPS**), the Centric IDPS 2 and Centric Super, collectively known as 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 Access to the Website

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 in Centric (contained in Part C of these Terms and Conditions);
- d) our Privacy Policy; and
- e) if you are a Centric Super member, the Centric Super Terms and Conditions (which can be accessed at <https://www.centricwealth.com.au/policies>).

1.2. If you become an Account Holder in Centric IDPS or Centric IDPS 2, your Centric IDPS and Centric IDPS 2 accounts and your Centric Profile are subject to the relevant 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 IDPS Guides or PDS Documents, as relevant. If there is any inconsistency between the IDPS Guides and these Terms and Conditions, then the relevant 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.

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 an account 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 IDPS**” and “**Centric IDPS 2**” are the investor directed portfolio services operated by Centric Capital and offered to Account Holders and potential Account Holders pursuant to the IDPS Guides.

“**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 223 687, 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, which could not have been prevented or avoided through the exercise of reasonable due care by Centric Capital. 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 IDPS or Centric IDPS 2, is the contract or contracts between us and you under which you agree to be bound by the terms of Centric IDPS or Centric IDPS 2, and we agree to provide you with

Centric IDPS or Centric IDPS 2, or the performance of some functions which together constitute either Centric IDPS or Centric IDPS 2, and which includes the relevant Application Form once completed and submitted by you and accepted by us.

“**IDPS Guides**” are the Centric Investor Directed Portfolio Service Guides, (Centric IDPS and Centric IDPS 2) which you can obtain by visiting our Website or by contacting us. The Centric IDPS 2 is closed to new investors as at the date of issue of the IDPS 2 Guide. Similarly, existing investors cannot open new accounts within the Centric IDPS 2.

“**PDS Documents**” means the 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 at centricwealth.com.au/privacy-policy.pdf.

“**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 or other person 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, excluding Centric Capital and its agents.

“**Website**” is this Website, available at 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 Website.

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. If you do not accept the amendment, you can close your account with us at any time during the notice period, in which case the amendment will not come into effect.

4.2. It is your responsibility to check these Terms and Conditions from time to time to ensure you agree with them.

5. Changes to the Website

In order to effectively operate the Website, we may from time to time make changes, including improvements, to 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. If you do not accept the change, you can close your account with us, or request for your login access to be removed.

6. How We Communicate with You

6.1. This Website is a digital service. This means that communications and notices we provide in respect of the Website, Centric IDPS, Centric IDPS 2

and Centric Super may be made available digitally (such as on platform notifications or 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), via webchat facilities or by mail.

6.2. You agree:

- a) where we are required by law or otherwise to provide you with a communication (including any notice or document), that communication may be provided digitally (whether provided on, or through links, on the Website or via email);
- b) you will be taken to have received such communication at the earlier of:
 - i) receipt by you (including deemed receipt under law);
 - ii) the next time you access the Website following the date of the communication.

6.3. You agree not to be given a quarterly report for Centric IDPS, Centric IDPS 2, Centric Super or any Managed Discretionary Account (MDA) as long as this information can be electronically accessed by logging on to the Website on a substantially continuous basis. You agree to use the Website to obtain information about transactions and holdings for your Account, including any MDA. You may contact us for a copy of the quarterly report.

7. Acknowledgements, Representations and Warranties

Your acknowledgements

7.1. You acknowledge and agree that except to the extent caused by our negligence or misconduct,:

- a) You are solely responsible for all results of your use of this Website; and
- b) You are responsible for keeping your account and login details secure and 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 that entity to these Terms and Conditions and any other terms to which you agree.

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, some information provided on the Website may come from Third Parties, and to the extent it does, 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 and therefore outside of our control. 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, except to the extent caused by our negligence, breach of this agreement, breach of trust or other misconduct, for any loss or damage as a result of

your use, or your attempted use, of this Website, including any loss arising from any security breach, or from any unauthorised Request or transaction;

b) You acknowledge there will be occasions when this Website, or Website functionality, will be interrupted (sometimes for maintenance, and sometimes for reasons outside of our control). Centric Capital will not be liable, except to the extent caused by our negligence, breach of this agreement, breach of trust or other misconduct, to you for any suspension, modification, discontinuance or lack of availability of this Website or any Website functionality beyond our reasonable control, or from any failure to perform of any Third Party service provider upon which the provision of this Website may depend; and

c) 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 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 & Liability

10.1. Each party agrees to indemnify the other and each of its related bodies corporate, and each director, officer, agent and employee of it (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 the indemnifying party's fraud, including any fraudulent falsehood of any information provided by it;

10.2 You acknowledge you shall be responsible, and except to the extent caused by our negligence, fraud, breach of this agreement, breach of trust or other misconduct, we shall not be liable, for:

a) the use of this Website by you, your agents or any other person who you authorise to use 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;

b) 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);

c) our acting in accordance with any Requests that reasonably 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

d) if you are an Adviser, any claims made by any of your clients provided we have complied with the terms of this agreement.

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 IDPS, Centric Super, continue to be an Account Holder in Centric IDPS 2, 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 IDPS, Centric Super, continuing to be an Account Holder in Centric IDPS 2 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, 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 relevant 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 IDPS, Centric IDPS 2 and Centric Super and for any investments in the Centric Accessible Investments. Refer to the relevant 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 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 (provided however that we will act reasonably in making any decision to suspend, cancel or terminate your access to the Website);
- b) there has been a material breach of the terms and conditions (provided however that we will act reasonably in making any decision to suspend, cancel or terminate your access to the Website);
- 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 reasonably 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.

18.2. 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

18.3. 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, which materially affects your use of the Website.

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 relevant IDPS Guide before making a decision about Centric IDPS or Centric IDPS 2 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 use of the Website, and information about your client on the Website, secure.

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

25. Transacting Online

25.1. You may have your client's authority 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, acting reasonably, 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.

25.7. You represent and warrant that you have obtained all relevant instructions and consents from your client before performing transactions on behalf of your client through the Website.

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.

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 the relevant platform (eg Centric IDPS, Centric IDPS 2 or Centric Super).

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, acting reasonably, 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.